



TENDER NO. KPPF/PROC/2-A/12/2020
LIFT INSTALLATIONS ON THE PROPOSED RESIDENTIAL APARTMENTS DEVELOPMENT
ON PLOT LR. NO. 2/31/3 ALONG KIRICHTWA ROAD, KILIMANI, NAIROBI.

**(TECHNICAL EVALUATION, SPECIFICATIONS AND BILLS OF QUANTITIES FOR LIFT
INSTALLATIONS)**

(OPEN TENDER)

NOVEMBER 2020

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**ALL CANDIDATES ARE ADVISED TO READ CAREFULLY THIS TENDER DOCUMENT IN ITS
ENTIRETY BEFORE MAKING ANY BID**

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SECTION I - INVITATION TO TENDER

DATE: NOVEMBER 2020

- 1.1 The Kenya Power Pension Fund (KPPF) invites bids from eligible tenderers for **LIFT INSTALLATIONS ON THE PROPOSED RESIDENTIAL APARTMENTS DEVELOPMENT ON PLOT LR. NO. 2/31/3 ALONG KIRICHWA ROAD, KILIMANI, NAIROBI - TENDER NO. KPPF/PROC/2-A/12/2020**
- 1.2 Tendering will be conducted through the Bidding procedures specified in the Public Procurement and Asset Disposal Act, 2015 and the Public Procurement and Disposal Regulations, 2020
- 1.3 Interested firms may obtain further information on the Tenders Documents, from the Fund's website www.kppf.co.ke or the Fund's Office at the following address;

The Head of Procurement,
Kenya Power Pension Fund, Stima plaza Annex,
Kolobot Road, Parklands
P.O Box 1548 – 00600
Nairobi, Kenya.
TEL NO: 254-20-5029600
EMAIL: tenders@kppf.co.ke
- 1.4 Information downloaded from www.kppf.co.ke is **FREE OF CHARGE** and bidders may register their submissions via email address tenders@kppf.co.ke
- 1.5 Completed Tenders **MUST** be enclosed in plain sealed envelopes marked with the tender reference number **"TENDER NO. KPPF/PROC/2-A/12/2020"** and Tender name **'LIFT INSTALLATIONS ON THE PROPOSED RESIDENTIAL APARTMENTS DEVELOPMENT ON PLOT LR. NO. 2/31/3 ALONG KIRICHWA ROAD, KILIMANI, NAIROBI'** and be deposited in the Tender Box next to the lift lobby located at Stima Plaza Annex, Ground Floor, Kolobot Road, Nairobi, Kenya so as to be received on or before **Friday 8th January 2021 AT 11:30 AM.**
- 1.6 Any duly sealed tender documents which are **bulky** and cannot fit into the Tender Box shall be received only between **8.00 a.m. and 11.30 a.m.** at the Kenya Power Pension Fund Offices, **Stima Plaza Annex, 3rd Floor Reception on the tender submission deadline.** Bidders who submit

documents in accordance with this paragraph **must sign the submission register** for bulky Tender documents which will be availed at the time and place of submission.

Tenders will be opened promptly thereafter in the presence of the Tenderer's or their representatives who choose to attend at Ground Floor Stima Plaza **Annex**, Kenya Power Pension Fund Offices , Kolobot Road Parklands Nairobi Kenya.

Only one representative per tenderer will be allowed. ALL the set guidelines by GoK and Ministry of Health as regards to COVID-19 containment measures will be strictly followed.

- 1.7 All tenderers whose applications will have been received before the closing date and time will be advised of the results of their applications.
- 1.8 Prices quoted should be inclusive of all taxes and delivery costs to the required site (where applicable) and **must be in Kenya Shillings** and shall remain valid for Two Hundred and Ten (210) days from the closing date of the tender.
- 1.9 **Pre-Bid Meeting**
There will be a pre-bid meeting to be held on site, **located at Plot LR. No. 2/31/3 Along Kirichwa Road, Kilimani, Nairobi, Kenya on Friday 11th December 2020 at 11:30 am.** All attendees must sign the attendance certificate and attach the original with the technical tender documents submitted. Non-attendance during the pre-bid meeting will be a cause of disqualification during tender evaluation.
- 1.10 The Tender Security shall be an **Original** Bank guarantee issued by a commercial bank licensed by the Central Bank of Kenya and **MUST** be submitted with Tender documents. The Tender Security must be in the form specified under this clause and must be issued for the benefit of KPPF in the amount of **Kshs. 700,000.00 (Hundred Million Kenya Shillings only)** or equivalent in a freely convertible currency. The exchange rate to be used for currency conversion for evaluation purposes shall be the Central Bank of Kenya selling rate ruling on the Tender closing date. (Please visit the Central Bank of Kenya website).
- 1.11 The Fund reserves the right to conduct due diligence and, for that purpose, to contact any government or other agency in order to satisfy itself of the eligibility and/or suitability of any Bidder, provided that the foregoing shall not be interpreted to excuse any Bidder from making all disclosures required in the tender documents and the applicable laws.

OUR PURPOSE

To deliver value and quality of life in retirement for our members

OUR VISION

To be the best-in-class occupational pension scheme in the whole of Africa

CORE VALUES

Integrity
Accountability
Courteous
Stewardship

SECTION II - TENDER SUBMISSION CHECKLIST

Bidders are advised to clearly label their documents according to the tender submission checklist.

| No. | Item | Tick Where Provided | Page Number |
|-----|--|---------------------|-------------|
| 1. | 1(one) Original and 1(one) copy of the tender document. The tender document must have a table of contents indicating page numbers of all the required documents. All pages of the bid document submitted by the tenderers should be serialized sequentially | | |
| 2. | Tender Security | | |
| 3. | Duly completed Tender Form | | |
| 4. | Copy of Company or Contractor or Firm's Registration/Incorporation Certificate | | |
| 5. | Copy of Valid Tax Compliance Certificate | | |
| 6. | Business Permit 2020 | | |
| 7. | Declaration Form | | |
| 8. | Valid Tax Compliance Certificate | | |
| 9. | NCA certificate | | |
| 10. | Confidential Business Questionnaire (CBQ) and CR12 | | |
| 11. | Signed and Stamped Litigation History | | |
| 12. | copy of the bidder's organizational business continuity plan (BCP). | | |
| 13. | Qualification of personnel – CVs, Certified Certificates, Registration with relevant bodies | | |
| 14. | Proposed work duration | | |
| 15. | Audited Financial Statements - Financial capability (2017,2018,2019) | | |
| 16. | Firm Experience | | |
| 17. | Reference letters from previous clients of the tenderer for similar works. | | |
| 18. | Priced Bill of Quantities (signed and stamped by bidder) | | |
| 19. | Drawings | | |

| No. | Item | Tick Where Provided | Page Number |
|-----|---|---------------------|-------------|
| 20. | Specifications- General description of material and workmanship | | |
| 21. | Any other document or item required by the Tender Document. (The Tenderer shall specify such other documents or items it has submitted) | | |

***NOTES TO TENDERERS**

- Valid Tax Compliance Certificate shall be one issued by KRA (Kenya Revenue Authority) and valid for at least up to the tender closing date. All Tenderers **must** provide a valid Tax Compliance Certificate.

2.1 ABBREVIATIONS AND ACRONYMS

| | |
|---------------|--|
| 1. BDS | Bid Data Sheet |
| 2. BQs | Bill of Quantities |
| 3. SM | Square Meters |
| 4. CBK | Central Bank of Kenya |
| 5. CC | Conditions of Contract |
| 6. GCC | General Conditions of Contract |
| 7. SCC | Special Conditions of Contract |
| 8. ICPAK | Institute of Certified Public Accountants of Kenya |
| 9. JV | Joint Venture |
| 10. Kshs | Kenya Shillings |
| 11. PM | Project Manager/ Employer |
| 12. PPAD 2015 | Public Procurement and Asset Disposal Act, 2015 |
| 13. PPDR 2020 | Public Procurement and Disposal Regulations, 2020 |
| 14. PPRA | Public Procurement Regulatory Authority |
| 15. VAT | Value Added Tax |
| 16. KRA | Kenya Revenue Authority |
| 17. LC | Letter of Credit |
| 18. TCC | Tax Compliance Certificate |
| 19. PIN | Personal Identification Number |
| 20. PPE | Personal Protective Equipment |
| 21. SCC | Special Conditions of Contract |
| 22. NCA | National Construction Authority |
| 23. CAK | Communications Authority of Kenya |
| 24. NEMA | National Environment Management Authority |

SECTION III - INSTRUCTIONS TO TENDERERS (ITT)

3.1 Definitions

In this tender, unless the context or express provision otherwise requires: -

- a) *Any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made there-under.*
- b) *“Date of Tender Document” shall be the start date specified on the KPPF tender document*
- c) *“Day” means calendar day and “month” means calendar month.*
- d) *“KEBS” wherever appearing means the Kenya Bureau of Standards or its successor(s) and assign(s) where the context so admits.*
- e) *“KENAS” wherever appearing means the Kenya National Accreditation Service or its successor(s) and assign(s) where the context so admits*
- f) *“PPRA” wherever appearing means The Public Procurement Regulatory Authority or its successor(s) and assign(s) where the context so admits.*
- g) *Reference to “the tender” or the “Tender Document” includes its appendices and documents mentioned hereunder and any reference to this tender or to any other document includes a reference to the other document as varied supplemented and/or replaced in any manner from time to time.*
- h) *“The Procuring Entity” means The Kenya Power & Lighting Company PLC Staff Retirement Benefits Scheme or its successor(s) and assign(s) where the context so admits (hereinafter referred to as Kenya Power Pension Fund abbreviated as KPPF).*
- i) *“The Tenderer” means the person(s) submitting its Tender for the supply, installation and commissioning (where applicable) of the works in response to the Invitation to Tender.*
- j) *Where there are two or more persons included in the expression the “Tenderer”, any act or default or omission by the Tenderer shall be deemed to be an act, default or omission by any one or more of such persons.*
- k) *Words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.*
- l) *Words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression the “Tenderer” the covenants, agreements and obligations expressed to be made or performed by the Tenderer shall be deemed to be made or performed by such persons jointly and severally.*

- m) KPPF's "authorized person" shall mean its CEO & Trust Secretary who is designated by the PPAD Act 2015 to exercise such power, authority or discretion as is required under the tender and any contract arising therefrom, or such other KPPF staff delegated with such authority.*
- n) Citizen suppliers-means a person/firm wholly owned and controlled by person(s) who are citizens of Kenya.*
- o) Local suppliers- a firm shall be qualified as a local supplier if it is registered in Kenya.*

3.2 Eligible Tenderers

3.2.1 This invitation to bid is open to all Bidders who are legally registered or incorporated in the Republic of Kenya Only. Registration with the National Construction Authority (NCA) in category 1 as a Contractor is mandatory.

3.2.2 A tenderer is eligible to bid for this contract only if the tenderer satisfies the following criteria—

- a) the tenderer has the legal capacity to enter into a contract for procurement or asset disposal;
- b) the tenderer is not insolvent, in receivership, bankrupt or in the process of being wound up;
- c) the tenderer, if a member of a regulated profession, has satisfied all the professional requirements;
- d) the tenderer and his or her sub-supplier, if any, is not debarred;
- e) the tenderer has fulfilled tax obligations;
- f) the tenderer has not been convicted of corrupt or fraudulent practices; and
- g) is not guilty of any serious violation of fair employment laws and practices.

In addition, this Invitation to Tender is open to all Tenderers eligible as described in the **Appendix to Instructions to Tenderers**.

Successful Tenderers shall supply the works/works in accordance with this tender and the ensuing contract. Notwithstanding any other provisions of this tender, the following are not eligible to participate in the tender: -

- a) KPPF's employees, consultants, its Board or any of its committee members.
- b) Any tenderer submitting false, inaccurate or incomplete information about their qualifications.
- c) where in case of a corporation, private company, partnerships or other body, the tenderer, their spouse, child or sub-supplier has substantial or controlling interest and is found to be in contravention of the provisions of section 3.2.1 above.

3.2.5 Despite the provisions of section 3.2.1 a tenderer having a substantial or controlling interest shall be eligible to bid where—

- (a) such tenderer has declared any conflict of interest; and
- (b) performance and price competition for that good, work or service is not available or can only be sourced from that tenderer.

- 3.2.6 For the purposes of this paragraph, any relative i.e. spouse(s) and child(ren) of any person mentioned in sub-paragraph 3.2.1 is also ineligible to participate in the tender. In addition, a Cabinet Secretary shall include the President, Deputy President or the Attorney General of GoK.
- 3.2.7 Tenderers (including all members of a joint venture and subcontractors) shall provide a statement that they are not associated, or have not been associated in the past, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for this project or being proposed as Project Manager for this Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the Works, and any of its affiliates, shall not be eligible to tender.
- 3.2.8 Tenderers shall not be under declarations as prescribed at Section XII.
- 3.2.9 Tenderers who are not under these declarations shall complete the Declaration Form strictly in the form and content as prescribed at Section XII.
- 3.2.10 Those that are under the Declaration as prescribed at Section XII whether currently or in the past shall not complete the Form. They will submit a suitable Form giving details, the nature and present status of their circumstances.

3.3 Joint Venture

- 3.3.1 Tenders submitted by a joint venture of two or more firms, as partners shall comply with the following requirements: -
- a) the Tender Form and in case of a successful tender, the Contract Agreement Form, shall be signed so as to be legally binding on all partners of the joint venture.
 - b) one of the partners shall be nominated as being lead supplier/contractor, and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the partners.
 - c) The Power of Attorney which shall accompany the tender, shall be granted by the authorized signatories of all the partners as follows:-
 - (i.) for local bidders, before a Commissioner of Oaths or a Notary Public or Magistrate of the Kenyan Judiciary.
 - (ii.) for a foreign bidder, before a Notary Public, or the equivalent of a Notary Public, and in this regard the bidder shall provide satisfactory proof of such equivalence.
 - d) the lead supplier/contractor shall be authorized to incur liability and receive instructions for and on behalf of any and all the partners of the joint venture and the entire execution of the contract including payment shall be done exclusively with the lead supplier.
- 3.3.2 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 in paragraph 3.3.1 (b) above as well as in the Form of Tender and the Contract Agreement Form (in case of the accepted tender).

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

3.4 Cost of Tendering

3.4.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and KPPF will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

3.5 Contents of the Tender Document

3.5.1 The Tender Document comprises the documents listed below and Addendum (where applicable) issued in accordance with paragraph 3.5 of these Instructions to Tenderers: -

- a. Invitation to Tender
- b. Instructions to Tenderers
- c. Appendix to Instructions to Tenderers
- d. Work description and location
- e. Bill of Quantities
- f. Evaluation Criteria
- g. General Conditions of Contract
- h. Special Conditions of Contract
- i. Tender Form
- j. Confidential Business Questionnaire Form
- k. Tender Security Form
- l. Manufacturer's Authorization Form
- m. Manufacturer's Warranty
- n. Declaration Form
- o. Contract Form
- p. Performance Bank Guarantee
- q. Specifications
- r. General description of material and workmanship
- s. Drawings

3.5.2 The Tenderer is expected to examine all instructions, forms, provisions, terms and specifications in the Tender Document. Failure to furnish all information required by the Tender Document or to submit a tender not substantially responsive to the Tender Document in every respect will be at the Tenderer's risk and may result in the rejection of its Tender.

3.5.3 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".

3.6 Clarification of Documents

A prospective Tenderer requiring any clarification of the Tender Document may notify the Procurement Officer in writing and ensure receipt is acknowledged at KPPF's Physical address indicated on the Tender Document. KPPF will respond in writing to any request for clarification of the Tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of Tenders, prescribed by KPPF. Written copies of KPPF's response *(including an explanation of the query but without identifying the source of inquiry)* will be published and accessible to all prospective Tenderers on the KPPF's website at www.kppf.co.ke

3.7 Amendment of Documents

3.7.1 At any time prior to the deadline for submission of Tenders, KPPF, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may modify the tender documents by amendment.

3.7.2 All prospective Tenderers may be registered through email address tenders@kppf.co.ke for the Tender will be notified of the any amendment(s) *(hereinafter referred to or otherwise known as addendum)* in writing and will be binding on them.

3.7.3 In order to allow prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tenders, KPPF, at its discretion, **may extend the deadline** for the submission of Tenders.

3.8 Language of Tender

The Tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender, exchanged between the Tenderer and KPPF, shall be written in English language. Any printed literature furnished by the Tenderer written in any other language shall be accompanied by an **accurate English translation** of the relevant passages, in which case, for purposes of interpretation of the Tender, the English translation shall govern. The English translation shall be

on the Tenderer's letterhead and shall be signed by the duly authorized signatory signing the Tender and stamped with the Tenderer's stamp.

3.9 Documents Comprising the Tender

The Tender prepared and submitted by the Tenderers shall include but not be limited to all the following components: -

- a) *Declaration Form, Tender Form and a Price Schedule/ Bill of Quantities completed in compliance with paragraphs 3.2, 3.10, 3.11 and 3.12.*
- b) *Documentary evidence established in accordance with paragraph 3.13 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.*
- c) *Documentary evidence established in accordance with paragraph 3.14 that the services and/ or works and any ancillary thereto to be provided by the Tenderer conform to the tender documents, and,*
- d) *Tender Security furnished in accordance with paragraph 3.17*
- e) *A detailed list of previous customers as prescribed for similar services and/ or works on tender and their contact addresses shall be submitted with the Tender for the purpose of reference, or for evaluation where the Details of Service so dictate.*
- f) *And all other documents indicated in Section II (Tender Submission Checklist)*

3.10 Tender Form

The Tenderer shall complete and sign the Tender Form and all other documents furnished in the Tender Document, indicating the services and/ or works to be performed, a brief description of the services and/ or works, quantity (where applicable), and prices amongst other information required.

3.11 **Tender Prices** and Rates

3.11.1 The Tenderer shall indicate on the appropriate Price Schedule/Bill of quantities, the unit prices (where applicable) and total tender price of the services and/ or works it proposes to provide under the contract.

3.11.2 Prices and rates indicated on the Price Schedule/ Bill of Quantities shall be of all costs for the services and/ or works including insurances, duties, Value Added Tax (V.A.T) and other taxes payable. No other basis shall be accepted for evaluation, award or otherwise.

3.11.3 Tender prices and rates to be submitted (quoted) by the Tenderer shall remain fixed for the contract duration.

3.11.4 A price that is derived by a disclosed incorporation or usage of an international accepted standard formula shall be acceptable within the meaning of this paragraph.

3.12 Tender Currencies

3.12.1 For services and/ or works that the Tenderer will provide from within or outside Kenya, the prices shall be quoted in Kenya Shillings, or in another freely convertible currency in Kenya. The currency quoted must be indicated clearly on the Price Schedule/ Bill of Quantities of Services and/ or works.

3.12.2 The exchange rate to be used for currency conversion shall be the Central Bank of Kenya selling rate prevailing on the Tender closing date. *(Please visit the Central Bank of Kenya website).*

3.13 Tenderer's Eligibility and Qualifications

3.13.1 Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the contract if its Tender is accepted.

3.13.2 The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall be established to KPPF's satisfaction –

- a. that, in the case of a Tenderer offering to perform the services and/ or goods under the contract which the Tenderer is not the Principal, the Tenderer has been duly authorized by the Manufacturer, Principal or Producer to provide the services and/ or goods. The authorization shall strictly be in the form and content as prescribed in the Manufacturer's or Principal's Authorization Form in the Tender Document
- b. Audited Financial Statements (Audited Accounts) which must be stamped and signed.
For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, they should submit certified copies of bank statements covering a period of at least six (6) months prior to the Date of the Tender Document. The copies should be certified by the Bank issuing the statements. The certification should be original. The bank must be licensed by CBK.
- c. that the Tenderer has the financial capability necessary to perform the contract. The Tenderer shall be required to provide the documents as specified in the Appendix to Instructions to Tenderers including a Valid Tax Compliance Certificate issued by the relevant tax authorities/ KRA.
- d. that the Tenderer has the technical and management capability necessary to perform the contract such as :

- i. documents showing certifications, qualifications and experience of key site management and technical personnel proposed for the Contract.
- ii. employment records including contracts of employment for all key personnel and their certifications
- iii. The Tenderer's undertaking that the key site management and technical personnel will be available for the contract
- iv. List and evidence of ownership/lease of contractor's equipment proposed for carrying out the Works
- e. that, in the case of a Tenderer not doing business within Kenya, the Tenderer is or will be (if awarded the contract) represented by an agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, spare parts and stocking obligations prescribed in the Conditions of Contract and or in the Details of Service.
- f. that the Tenderer is duly classified and currently registered by the NCA as capable of performing the Works under the contract. The Tenderer will furnish KPPF with a copy of the registration certificate and Valid NCA license. KPPF reserves the right to subject the certificate and receipt to authentication.
- g. information regarding any litigation or arbitration current or during the last five (5) years, in which the Tenderer is involved, the parties concerned and disputed amount; and
- h. detailed proposals for subcontracting components of the Works amounting to more than twenty percent (20%) of the Contract Price.
- i. If the tenderers is foreign, the tendered must give a confirmation that at least forty percent (40%) of their supplies/materials are sourced from citizen contractors/supplies.

3.13.3 The Tenderer will furnish KPPF with a copy of the accreditation or recognition certificate as applicable. KPPF reserves the right to subject the certificate to authentication.

3.13.4 Tenderers with a record of unsatisfactory or default in performance obligations in any contract shall not be considered for evaluation or award. For the avoidance of doubt, this shall include any Tenderer with unresolved case(s) in its obligations for more than two (2) months in any contract.

3.14 Conformity of Services and/ or works to Tender Documents

3.14.1 The Tenderer shall furnish, as part of its tender, documents establishing the conformity to the Tender Document of all services and/ or works that the Tenderer proposes to perform under the contract.

3.14.2 The documentary evidence of conformity of the services and/ or works to the Tender Document may be in the form of literature, drawings, and data, and shall (where applicable) consist of: -

- a) a detailed description of the essential technical and performance characteristics of the Works whether in catalogues, drawings or otherwise,
- b) a list giving full particulars, including available source and current prices of spare parts, special tools and other incidental apparatus necessary for the proper and continuing performance of the Works for a minimum period of six (6) months following usage of the Works after the official handing over to KPPF, and,
- c) duly completed BQs' in compliance with KPPF's BQs' requirements or, a Statement of Deviations and exceptions to the provisions of KPPF's BQs'.

3.14.3 For purposes of the documentary and other evidence to be furnished pursuant to subparagraphs 3.14.1, 3.14.2 and paragraph 3.15, the Tenderer shall note that standards for workmanship, material, and equipment, designated by KPPF in its Details of Service are intended to be descriptive only and not restrictive. The Tenderer may adopt higher standards in its Tender, provided that it demonstrates to KPPF's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications and BQs.

3.15 Demonstration(s), Inspection(s) and Test(s)

- 3.15.1 Where required in the tender, all Tenderers shall demonstrate ability of performance of the required service/works in conformity with the Details of Services and/ or works.
- 3.15.2 KPPF or its representative(s) shall have the right to inspect/ test the Tenderer's capacity, equipment, premises, and to confirm their conformity to the tender requirements. This shall include the quality management system. KPPF's representative(s) retained for these purposes shall provide appropriate identification at the time of such inspection/ test.
- 3.15.3 KPPF shall meet its own costs of the inspection/ test. Where conducted on the premises of the Tenderer(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to KPPF.
- 3.15.4 Demonstration, Inspection/ Test Report(s) shall be completed upon conclusion of the inspection/ tests. This Report will be considered at time of evaluation and or award.

3.16 Warranty

- 3.16.1 Where required in the Tender, all Tenderers must also provide a Warranty that services and/ or works to be rendered in the Tenderer's bid have no defect arising from manufacture, materials or workmanship or from any act or omission of the Tenderer that may develop under normal use or application of the services and/ or works under the conditions obtaining in Kenya.
- 3.16.2 This warranty will remain valid for the period indicated in the special conditions of contract after the services and/ or works, or any portion thereof as the case may be, have been rendered.

3.17 Tender Security

- 3.17.1 The Tenderer shall furnish, as part of its Tender, a tender security for the amount specified in the Appendix to Instructions to Tenderers.
- 3.17.2 The tender security shall be either one of the following:-
- a) an original Bank Guarantee by a bank licensed by Central Bank of Kenya (CBK).
 - b) An original Guarantee by a deposit taking Microfinance Institution, Sacco Society, Youth Enterprise Development Fund or the Women Enterprise Fund licensed by the relevant bodies in Kenya.
 - c) An original tender security from an insurance company approved by PPRA
- 3.17.3 The tender security is required to protect KPPF against the risk of the Tenderer's conduct which would warrant the security's forfeiture pursuant to paragraph 3.17.10.
- 3.17.4 The Tender Security shall be denominated in Kenya Shillings or in another freely convertible currency in Kenya. A Tender Security in form of a Bank Guarantee should be from a commercial bank licensed by the Central Bank of Kenya.
- 3.17.5 The Tender Security shall be valid for thirty **(30)** days beyond the validity of the tender.
- 3.17.6 KPPF shall seek authentication of the Tender Security from the issuing bank. It is the responsibility of the Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPPF. The period for response shall not exceed five (5) days from the date of KPPF's query. Should there be no conclusive response by the bank within this period, such Tenderer's Tender Security may be deemed as invalid and the bid rejected.
- 3.17.7 Any Tender not secured in accordance with this paragraph will be rejected by KPPF as non-responsive, pursuant to paragraph 3.27.
- 3.17.8 The unsuccessful Tenderer's Tender Security will be released as promptly as possible, in any of the following circumstances: -
- a) *the procurement proceedings are terminated*
 - b) *KPPF determines that none of the submitted Tenders is responsive*
 - c) *a contract for the procurement is entered into.*
- 3.17.9 The successful Tenderer's Tender Security will be released upon the successful Tenderer's signing the contract, pursuant to paragraph 3.39 and furnishing an authentic Performance Security, pursuant to paragraph 3.38.
- 3.17.10 The Tender Security shall be forfeited –

- a) *if the Tenderer withdraws its Tender after the deadline for submitting Tenders but before the expiry of the period during which the Tenders must remain valid*
- b) *if the Tenderer fails to enter into a written contract in accordance with paragraph 3.37*
- c) *if the successful Tenderer fails to furnish the performance security in accordance with paragraph 3.38*
- d) *if the Tenderer fails to extend the validity of the tender security where KPPF has extended the tender validity period in accordance with paragraph 3.18.*

3.18 Validity of Tenders

- 3.18.1 Tenders shall remain valid for One Hundred and Eighty (**180**) days after the date of tender opening as specified in the Invitation to Tender or as otherwise may be prescribed by KPPF, pursuant to paragraph 3.22. A Tender that is valid for a shorter period shall be rejected by KPPF as non-responsive.
- 3.18.2 In exceptional circumstances, KPPF may extend the Tender validity period. The extension shall be made in writing. The tender security provided under paragraph 3.17 shall also be extended. A Tenderer shall not be required nor permitted to modify its tender during the extended period.

3.19 Alternative Offers

Only main offers shall be considered, as alternative offers are not acceptable.

3.20 Preparation and Signing of the Tender

- 3.20.1 The Tender shall be typed or written in indelible ink, clear and legible. Any document that is not legible will be rejected. It shall be signed by the Tenderer or a person or persons duly authorized to bind the Tenderer to the contract.
- 3.20.2 The authorization shall be indicated by a written **Power of Attorney** granted by the Tenderer to the authorized person , if the person is not a director/ partner before any of the following persons:-
- a) *For local Tenderers, a Commissioner of Oaths or a Notary Public or a Magistrate of the Kenyan Judiciary.*
 - b) *For foreign Tenderers, a Notary Public in the country of the Tenderer.*

In either case above, the Power of Attorney shall accompany the Tender where if applicable.

- 3.20.3 All pages of the Tender, including un-amended printed literature, shall be initialled by the person or persons signing the Tender and serially numbered.

- 3.20.4 The Tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialled by the person or persons signing the Tender.
- 3.20.5 KPPF will assume no responsibility whatsoever for the Tenderer's failure to comply with or observe the entire contents of this paragraph 3.20.
- 3.20.6 Any Tender not prepared and signed in accordance with this paragraph may be rejected by KPPF as non-responsive, pursuant to paragraph 3.27.

3.21 Number of Sets of and Tender Format

- 3.21.1 The Tenderer shall prepare and seal **two complete sets** of its Tender, **identifying the Tender Number and Tender name and clearly marking the "ORIGINAL TENDER" and "COPY 1 OF TENDER"**, as appropriate in envelopes or packages. Each set shall be properly bound together. The copy shall be a replica of the Original. Each copy will be deemed to contain the same information as the Original. If the envelopes or packages are not sealed and marked as required by this paragraph, KPPF will assume no responsibility whatsoever for the Tender's misplacement or premature opening.

3.22 Deadline for Submission of Tenders

- 3.22.1 Tenders must be received by KPPF by the date and time specified in Invitation to tender.
- 3.22.2 KPPF may, at its discretion, extend this deadline for submission of Tenders by amending the tender documents in accordance with paragraph 3.7, in which case all rights and obligations of KPPF and the Tenderer previously subject to the initial deadline, will therefore be subject to the deadline as extended.

3.23 Modification and Withdrawal of Tenders

- 3.23.1 The Tenderer may modify or withdraw its Tender after it has submitted, provided that the modification, including substitution or withdrawal of the Tender is received by KPPF prior to the deadline prescribed for submission of tenders.
- 3.23.2 No Tender may be modified after the deadline for submission of Tenders.
- 3.23.3 No Tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period during which the Tender must remain valid except where KPPF extends the initial validity period. Any withdrawal of a Tender during this interval shall result in forfeiture of the Tenderer's Tender Security except where KPPF extends the initial validity period.

3.24 Opening of Tenders

- 3.24.1 KPPF shall open all Tenders promptly at the date and time at the location specified in the Invitation to Tender or as may otherwise be indicated.
- 3.24.2 The Tenderer's names, tender modifications or withdrawals, the presence or absence of requisite Tender Security and such other details as KPPF, at its discretion, may consider appropriate, will be announced at the opening.
- 3.24.3 At the Tender opening, tender prices, discounts, and such other details as KPPF, at its discretion, may consider appropriate will be read out.
- 3.24.4 The Tenderers or their representatives may attend the opening and those present shall sign a register evidencing their attendance.

3.25 Process to be Confidential

- 3.25.1 After the opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations arising there-from shall not be disclosed to a Tenderer or other person(s) not officially concerned with such process until conclusion of that process.
- 3.25.2 Conclusion of that process shall be deemed to have occurred, at the latest, by the date and time KPPF notifies the successful bidder(s). In any event, official disclosure by KPPF of any information upon conclusion of that process may only be to the unsuccessful bidders and may contain only the information permissible by law in summary form.
- 3.25.3 Any effort by a Tenderer to influence KPPF or any of its staff members in the process of examination, evaluation and comparison of tenders and information or decisions concerning the Tender may result in the disqualification of the Tenderer.

3.26 Clarification of Tenders and Contacting KPPF

- 3.26.1 To assist in the examination, evaluation and comparison of Tenders KPPF may, at its discretion, ask the Tenderer for a clarification of its Tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Tender shall be sought, offered, or permitted.
- 3.26.2 The Tenderer is required to provide timely clarification or substantiation of the information that is essential for effective evaluation of its qualifications. It is the responsibility of the Tenderer to provide in writing the clarification or substantiation which should reach KPPF within five (5) days from the date of KPPF's query. Such writing may include by electronic mail, facsimile or postal mail. Should there be no conclusive response within this period, it shall result in the Tenderer's disqualification.

- 3.26.3 Save as is provided in this paragraph and paragraph 3.26.2 above, no Tenderer shall contact KPPF on any matter related to its Tender, from the time of the tender opening to the time the successful Tenderer is announced.
- 3.26.4 Any effort by a Tenderer to influence KPPF in its decisions on tender evaluation, tender comparison, tender recommendation(s) or signing of Agreement may result in the disqualification of the Tenderer.

3.27 Preliminary Evaluation and Responsiveness

- 3.27.1 Prior to the detailed Technical and Financial evaluation, KPPF will determine the substantial responsiveness of each Tender. For purposes of this tender, a substantially responsive Tender is one that conforms to the requirements of Preliminary Evaluation. KPPF's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.
- 3.27.2 KPPF will examine the Tenders to determine whether they conform to the set Evaluation Criteria in Section VI.
- 3.27.3 Notwithstanding the contents of the foregoing sub-paragraphs, if a Tender is not substantially responsive, it will be rejected at the earliest stage of evaluation by KPPF and cannot subsequently be made responsive by the Tenderer by correction of any non-conformity.

3.28 Minor Deviations, Errors or Oversights

- 3.28.1 KPPF may waive any minor deviation in a Tender that does not materially depart from the requirements of the works and or services and/ or works set out in the Tender Document.
- 3.28.2 Such minor deviation -
3.28.2.1 shall be quantified to the extent possible,
3.28.2.2 shall be taken into account in the evaluation process, and,
3.28.2.3 shall be applied uniformly and consistently to all qualified Tenders duly received by KPPF.
- 3.28.3 KPPF may waive errors and oversights that can be corrected without affecting the substance of the Tender.

3.29 Technical Evaluation and Comparison of Tenders

- 3.29.1 KPPF will further evaluate and compare the Tenders that have been determined to be substantially responsive, in compliance to the Technical Specifications and/ or works set out in the Tender Document and as per the prescribed Evaluation Criteria. Methodology, Key personnel, Work Experience and Financial Capability to carry out the works successfully.

3.29.2 The Operational Plan is a critical aspect of the Tender. KPPF requires that the Services and/ or works shall be performed at the time specified in the Schedule of Requirements. KPPF's evaluation of a tender will also take into account the Operational Plan proposed in the Tender. Tenderers offering to perform longer than KPPF's required delivery time may be treated as non-responsive and rejected.

3.30 Financial Evaluation

3.30.1 The financial evaluation criteria and comparison shall be as set out in the Evaluation Criteria. The comparison shall be

- a) of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the Services and/ or works.
- b) deviations in Payment Schedule from that specified in the Special Conditions of Contract

3.30.2 Where other currencies are used, KPPF will convert those currencies to the same currency using the selling exchange rate ruling on the date of tender closing provided by the Central Bank of Kenya- where applicable.

3.30.3 if the bid which results in lowest evaluated bid price is seriously unbalanced, has inconsistency pricing of identical items of bills of quantity or has any form of front loading of rates, may lead to disqualification of bidder at the detailed financial evaluation and analysis stage

3.31 Preferences

3.31.1 In the evaluation of tenders, exclusive preference shall firstly be given to citizen suppliers where the amount of the tender as evaluated is below Ksh. 500 Million in respect of works, works and services and/ or works.

3.31.2 Where a person is entitled to more than one preference scheme, the scheme with the highest advantage to the person shall be applied.

3.31.3 For purposes of this paragraph the Tenderer shall submit with its Tender, a valid copy of certificate of Confirmation of Directorships and Shareholding issued **and signed** by either the Registrar of Companies or Registrar of Business Names. KPPF reserves the right to subject the certificate to authentication.

3.32 Debarment of a Tenderer

A Tenderer who gives false information in the Tender about its qualification or who refuses to enter into a contract after notification of contract award shall be forwarded to PPRA for consideration of debarment from participating in future public procurement.

3.33 Confirmation of Qualification for Award

- 3.33.1 KPPF may confirm to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 3.33.2 The confirmation will take into account the Tenderer's financial, technical, and performance capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to paragraph 3.13 as well as confirmation of such other information as KPPF deems necessary and appropriate. This may include factory, office and other facilities inspection and audits.
- 3.33.3 An affirmative confirmation will be a prerequisite for award of the contract to the Tenderer. A negative confirmation will result in rejection of the Tenderer's Tender, in which event KPPF will proceed to the next lowest evaluated responsive tender to make a similar confirmation of that Tenderer's capabilities to perform satisfactorily.

3.34 Award of Contract

- 3.34.1 KPPF will award the contract to the successful Tenderer whose Tender has been determined to be substantially responsive, compliant with the evaluation criteria and has been determined to be the lowest evaluated tender, and further, where deemed necessary, that the Tenderer is confirmed to be qualified to perform the contract satisfactorily.
- 3.34.2 Award will be done as indicated in the Appendix to Instructions to Tenderers.
- 3.34.3 Prior to award KPPF may carry out a due diligence exercise to qualify the proposed personnel, documentary evidence submitted and physical location of contractor's premises to ensure they meet the requirements of the Works, Bill of quantities and evaluation criteria.

3.35 Termination of Procurement Proceedings

- 3.35.1 KPPF may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 3.35.2 KPPF shall give prompt notice of the termination to the Tenderers, and, on request from any Tenderer, give its reasons for termination within fourteen (14) days of such request.

3.36 Notification of Award

- 3.36.1 Prior to the expiration of the period of tender validity, KPPF shall notify the successful Tenderer in writing that its Tender has been accepted.
- 3.36.2 The notification of award shall not constitute the formation of the contract until one is finally signed by both parties.

- 3.36.3 Simultaneously, and without prejudice to the contents of paragraph 3.27, on issuance of Notification of Award to the successful Tenderer, KPPF shall notify each unsuccessful Tenderer.
- 3.36.4 A notification of the tender outcome does not reduce the validity period for any tender security whether the Tenderer is successful or not, except where such tender security is officially released to the Bank and/or the Tenderer and such Bank discharged of all its obligations by KPPF prior to the expiry of its stated validity period.

3.37 Signing of Contract

- 3.37.1 At the same time as KPPF notifies the successful Tenderer that its Tender has been accepted, KPPF will send the Tenderer the Contract Agreement provided in the Tender Document together with any other necessary documents incorporating all agreements between the Parties.
- 3.37.2 Within fourteen (14) days of the date of notification of award, the successful Tenderer may only sign the Contract Form and all the documents specified in that Form and return them to KPPF within that period of fourteen (14) days.
- 3.37.3 KPPF shall sign and date the Contract not earlier than fourteen (14) days from the date of notification of contract award. Further, KPPF shall not sign the contract until and unless the authentic performance security is received in accordance with paragraph 3.37.
- 3.37.4 Failure of the successful Tenderer to sign the Contract, the award shall be annulled and its tender security forfeited in which event KPPF shall notify the next lowest evaluated Tenderer that its Tender has been accepted.
- 3.37.5 Paragraph 3.34 together with the provisions of this paragraph 3.36 will apply with necessary modifications with respect to the Tenderer notified under sub-paragraph 3.36.4.

3.38 Performance Security

- 3.38.1 Within (30) days of the date of notification of intent of award from KPPF, the successful Tenderer shall furnish KPPF with a Performance Security which shall be an original Bank Guarantee that is strictly in the form and content as prescribed in the Performance Security Form (Bank Guarantee) in the Tender Document.
- 3.38.2 The Performance Security shall be issued by a commercial bank licensed by the Central Bank of Kenya. The bank must be located in Kenya.
- 3.38.3 The Performance Security shall be the sum of ten percent (10%) of the contract value. It shall be in the currency of the contract price.
- 3.38.4 KPPF shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the successful Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPPF. The period for response shall not exceed three

- (3) days from the date of KPPF's query. Should there be no conclusive response by the Bank within this period, such successful Tenderer's Performance Security may be deemed as invalid.
- 3.38.5 Failure of the successful Tenderer to furnish an authentic Performance Security, the award shall be annulled and the Tender Security forfeited, in which event KPPF may notify the next lowest evaluated Tenderer that its Tender has been accepted.
- 3.38.6 Paragraph 3.36, 3.37 together with the provisions of this paragraph 3.38 will apply with necessary modifications, and as far as circumstances permit, with respect to the Tenderer notified under sub-paragraph 3.37.4.

3.39 Corrupt or Fraudulent Practices

- 3.39.1 KPPF requires that Tenderers observe the highest standard of ethics during the procurement process and execution of contracts. When used in the present Regulations, the following terms are defined as follows: -
- a) *"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of public official in the procurement process or in contract execution;*
- b) *"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of KPPF, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive KPPF of the benefits of free and open competition.*
- 3.39.2 KPPF will nullify its notification of award if it determines that the Tenderer recommended has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 3.39.3 Further, a Tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

3.40 One Tender per Tenderer

- 3.40.1 A firm or company shall submit only one Tender in the same tendering process, either individually or as a partner in a joint venture.
- 3.40.2 No firm or company can be a sub-contractor while submitting a Tender individually or as a partner in a joint venture in the same tendering process.
- 3.40.3 A company or firm, if acting in the capacity of sub-contractor in any Tender may participate in more than one Tender but only in that capacity.
- 3.40.4 A Tenderer who submits or participates in more than one tender (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all tenders in which the Tenderer has participated to be disqualified.

3.41 Site Visit and Pre-Bid Meeting

- 3.41.1 The Tenderer, at the Tenderer's own responsibility and risk is advised to visit and examine the site of Works and its surrounding and obtain all information that may be necessary for preparing the tender and entering into a contract for the Works. The cost of visiting the site shall be at the Tenderer's own expense.
- 3.41.2 KPPF may conduct a site visit and pre-bid meeting. The purpose of the pre-bid meeting shall be to clarify issues and answer any questions that may be raised at that stage.
- 3.41.3 The Tenderer's designated representative is invited to attend a site visit and per-bid meeting which if convened will take place at the venue and time stipulated in the BDS.
- 3.41.4 The Tenderer is requested as far as possible to submit any questions in writing or by electronic means to reach the KPPF before the pre-bid meeting.
- 3.41.5 Minutes of the pre-bid meeting including the text of the questions raised and the responses given together with any response prepared after the pre-bid meeting will be transmitted within the time stated in the BDS to all purchasers of the Tender Document.
- 3.41.6 Non-attendance during the site visit or the pre-bid meeting will be a cause of disqualification of the Tender unless specified to the contrary in the Appendix to instructions.

SECTION IV - SECTION IV DESCRIPTION OF LIFT WORKS AND LOCATION FOR PROPOSED RESIDENTIAL APARTMENTS DEVELOPMENT ON PLOT LR. NO. 2/31/3 ALONG KIRICHWA ROAD, KILIMANI, NAIROBI - TENDER NO. KPPF/PROC/2-A/12/2020

1 The Kenya Power and Lighting Company Limited Retirement Benefits Scheme 2006 is a body established by a Trust Deed to receive, manage and provide benefits to employees of the Kenya Power and Lighting Company Limited upon their retirement or to their dependants in the event of death in service.

To achieve its elaborate role, The Pension Fund wishes to undertake development of a Multi-storeyed Mixed-use Residential Apartments on its parcel of land situated in Kirichwa road, Kilimani area, Nairobi. The property contains approximately by measurement **1.666 acres** on which the Trustees intend to develop a high-rise residential property comprising 288 two and three bedroom apartments. The estimated plinth area 68,238 Square Meters as summarized in the below table.

| Apartment Type | No of Units | Built Up Area (SM) per Unit | Total Built Up Area (SM) |
|--|-------------|-----------------------------|--------------------------|
| 3-Bedroom Flats + DSQ | 96 | 165 | 15,840 |
| 2-Bedroom Flats with DSQ | 124 | 125 | 15,500 |
| 2-Bedroom Flats | 68 | 105 | 7,140 |
| Total number of parkings bays approved 490 | | | 19,652 |
| Circulation Area | | | 10,106 |
| Total built-up area + circulation area (SM) | 288 | | 68,238 |

LOCATION

The site is located at Kirichwa Road, Kilimani, Nairobi on LR No. 2/31/3, Kirichwa Road

DESCRIPTION OF WORKS

The scope of works of the Proposed Residential Apartments Development On Plot LR..No. 2/31/3 include but not limited to the following:-

- Basement Parking and Bulk Water Tanks and Pumps.
- Lower Ground [Semi] Parking
- Ground Floor level comprising Parkings, Gym, Changing rooms, Restaurant & kitchen, Tuckshop, Reception and management offices
- Upper Ground Floor Parking level Switch room and caretakers house

- Sixteen[16] Storeyed Residential Apartments Blocks[4no] housing a total of 288 residential units spread in 3 and 2-Bedroom Apartments

SECTION V BID DATA SHEET (BDS) - APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information regarding the particulars of the tender shall complement and or amend the provisions of the Instructions to Tenderers *hereinafter abbreviated as ITT*. Wherever there is a conflict between the provisions of the ITT and the Bid Data Sheet, the provisions of the BDS shall prevail over those of the ITT

| No. | ITT Reference Clause | Particulars of Appendix |
|-----|---|---|
| 1. | 3.2 Eligible Tenderers | <p>a. Building Works Registration with NCA category of NCA 1,2,3 and 4 only</p> <p>b. Firms/Companies registered in the republic of Kenya</p> |
| 2. | 3.12 Tender Currencies | Tender currency shall be in Kenya Shillings |
| 3. | 3.40 One Tender per Tenderer | <p>A firm or company shall submit only one Tender in the same tendering process, either individually or as a partner in a joint venture.</p> <p>A Tenderer who submits or participates in more than one tender will cause all tenders in which the Tenderer has participated to be disqualified.</p> |
| 4. | 3.34 Time for Completion of works | As per accepted tender |
| 5. | 3.34.3 Due diligence exercise | KPPF will carry out due diligence |
| 6. | 3.41 Site Visit /Pre- Bid Meeting | <p>Bidders shall meet at The site is located at Kirichwa Road, Kilimani, Nairobi on LR No. 2/31/3, Kirichwa Road on Friday 11th December 2020 at 11.30 am</p> <p>Only one representative per tenderer will be allowed into the site. ALL the set guidelines by GoK and Ministry of Health as regards to COVID-19 containment measures will be strictly followed.</p> <p>*Note: The Site Visit/Pre-Bid is Mandatory. Bidders are to ensure that the Site Visit forms are <u>signed and stamped</u> by a KPPF authorized representative at site.</p> |
| 7. | 3.20-21 Preparation and Sealing of tender documents | The Tenderer shall prepare two complete sets of its Tender, identifying and clearly marking the "ORIGINAL |

| | | |
|-----|--|---|
| | | <p>TENDER” and “COPY 1 OF TENDER” as appropriate. Each set shall be properly bound.</p> <p>The copy shall be a replica of the Original. The copy will be deemed to contain the same information as the Original.</p> |
| 8. | 3.17 Tender Security | <p>Original Tender Security shall be Kshs. 700,000.00 submitted in the provided format issued by a bank licensed by Central Bank of Kenya or or an insurance company approved by Public Procurement Regulatory Authority (PPRA). The tender security should be strictly in the format provided in the tender document.</p> <p>Tender Security must at all times be valid for at least 30 days beyond the tender validity period.</p> |
| 9. | 3.24 Opening of Tenders | <p>The tender shall be opened Kenya Power Stima Plaza Annex Ground Floor on Friday 8th January 2021 at 11:30 A.M. local time and bidders are encouraged to attend.</p> <p>Only one representative per tenderer will be allowed. ALL the set guidelines by GoK and Ministry of Health as regards to COVID-19 containment measures will be strictly followed.</p> |
| 10. | 3.34 Award of Contract | Award shall be to the lowest evaluated bidder. |
| 11. | 3.38 Performance Bank Guarantee | Performance Security shall be 10% of the contract sum. |
| 12. | 3.18 Tender validity | Shall be 210 days |

SECTION VI - EVALUATION CRITERIA

Evaluation of duly submitted tenders will be conducted along the following stages: -

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Evaluation of duly submitted tenders will be conducted along the following stages: -

6.1 PART I - PRELIMINARY EVALUATION

6.1 Part 1 - Preliminary Evaluation Under Paragraph 3.33 of the ITT. These are mandatory requirements. This shall include confirmation of the following:-

- 6.1.1. Submit 1 (one) Original and 1 (one) copy of the tender document. The tender document must have a table of contents indicating page numbers of all the required documents. **All pages of the bid document submitted by the tenderers should be serialized sequentially.**
- 6.1.2. Submission of Tender Security - Checking its validity, whether it is Original; whether it is issued by a local bank/institution licensed by the Central Bank Kenya or an insurance company approved by Public Procurement Regulatory Authority (PPRA); whether it is strictly in the format required in accordance with the sample Tender Security Form(s).
- 6.1.3. Submission of NCA licence **NCA 1, 2 ,3 and 4 for valid 31st December 2020**
- 6.1.4. Valid & Current Registration with The Energy & Petroleum Regulatory Authority (EPRA) A2
- 6.1.5. Submission of Declaration Form(s) duly completed and signed.
- 6.1.6. Submission of Manufacturers Authorization Form completed and signed
- 6.1.7. Evidence of after sales support. The firm to demonstrate after sales support offered to at least five clients. Two should be current.
- 6.1.8. Submission and considering Tender Form duly completed and signed.
- 6.1.9. Submission Company or Firm's Registration Certificate
- 6.1.10. Submission of **Valid Tax Compliance Certificate** from the tender opening date.
- 6.1.11. That the Tender is valid for the period required of 210 days. Submission and considering the Confidential Business Questionnaire: -
 - i. Is fully filled.
 - ii. Copy of CR12 from the registrar or equivalent
 - iii. Confirmation of one tender per tenderer
- 6.1.12. Signed and Stamped Litigation History (**both in Court and Arbitration cases**) in accordance to the litigation form provided

6.1.13. Attach a copy of the bidder's organizational business continuity plans/policies (BCP).

6.1.14. Provide copies of audited accounts for the company for three-years 2017, 2018 & 2019.

Tenders will proceed to the Technical Evaluation Stage Part A only if they qualify in compliance with Part 1 above, Preliminary Evaluation under Paragraph 3.27.

6.2 Part II – Technical Evaluation and Comparison of Tenders Under Paragraph 3.29 of the ITT.

Mandatory Technical Evaluation Part A

- a. To supply equipment's/items which comply with the technical specifications set out in the bid document. In this regard, the bidders shall be required to 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:

- (i) Standards of manufacture;
- (ii) Performance ratings/characteristics;
- (iii) Material of manufacture;

The tender will then be analyzed, using the information in the technical brochures, to determine compliance with General, Particular technical specifications and Bill of Quantities for the works as indicated in the tender document. The tenderer shall provide as specified in the tender document for Equipment and Items indicating;

- a. Country of Origin,**
- b. Model/Make/ Manufacturer**
- c. Catalogue and Brochures of the Items/Equipment's they propose to supply.**
- d. Minimum Two years warranty from the manufacturer**

Tenders will proceed to the Technical Evaluation Stage Part B only if they qualify in compliance with all the requirements of Part A above, Mandatory Technical Evaluation.

a. Technical Evaluation Part B

| NO. | TECHNICAL EVALUATION CRITERIA | Marks |
|-------|---|-------|
| 6.2.1 | <p>Experience as lift installations contractor</p> <ul style="list-style-type: none"> a. Above 10 years– 9 marks b. 9 years but above 5 years – 5 marks c. Less than 5 years but not below 1 year – 1 mark <p>Attach contracts or completion certificates from respective Architects, Clients and indicate the year the project was carried out.</p> | 9 |
| 6.2.2 | <p>i. Methodology marking scheme will be as below:- All details must be fully articulated to score full marks</p> <ul style="list-style-type: none"> a. Proposed Quality management systems (Quality Assurance System, Quality Policy and Manuals which complies with the requirements of the Contract and also provides an internationally recognized standard applicable to the Works)– 4 marks b. Proposed safety procedures, measures and plans (Health, Safety & Policies including compliance to Covid-19 WHO guidelines, Health & Safety Plans shall identify the major risks involved with carrying out the works) – 4 marks c. Proposed Comprehensive method statement on how the works will be implemented and a complete program of works. The method statement to include:- <ul style="list-style-type: none"> i. Preliminary works 1 marks ii. Lift installation works 1 marks iii. Statutory inspection 1 marks iv. Test and Commissioning 1 marks v. Training 1 marks vi. Project closure 1 mark vii. Demonstration of after sales support offered to the clients 1 marks | 15 |

| | | |
|-------|---|----|
| 6.2.4 | <p>Numbers of years of key personnel</p> <ol style="list-style-type: none"> 1. Three Project Manager with Engineering degree in mechanical, electrical or their equivalents and registered with ERB with experience in similar works <ol style="list-style-type: none"> i. 12 years and above – 12 marks ii. 11 years but 5 and above years – 6 marks iii. Below 5 years – zero marks 2 Two Site supervisors – degree/ Higher diploma in electrical or mechanical or equivalent qualification with experience in similar works <ol style="list-style-type: none"> i. 9years and above – 5 marks each ii. 8 years but above 5 years – 2.5 marks each 3 Eight (8) Technicians with experience in similar works – Qualification: relevant technical certificate, 1 mark for each artisan and zero mark for no technician. <p>Failure to provide relevant minimum years of experience, C.Vs and Certified copies of relevant certificates the bid will score Zero;</p> | 30 |
| 6.2.7 | <p>Firms experience of previous successfully installed five passenger lifts of similar capacity in past 10 years. The Projects should include Residential, Hotels or Commercial Building complete with underground basement parkings.</p> <ol style="list-style-type: none"> (a) 15 and above storey building (5 mks for each project) (b) 7-14 storey building (3 mks for each project) (c) 5-9 storey building (2mks for each project) (d) Below 5 storey building (0 mk) <p>Provide evidence of 5 letters of reference and completion certificates from respective <u>Architects, Clients</u> and indicate project value.</p> | 25 |
| 6.2.8 | <p>Schedules of contractor’s tools relevant Installation tools and equipment including evidence of ownership, purchase, lease. Any equipment without proof of ownership/lease will score zero marks.</p> <ul style="list-style-type: none"> • Pick - up 2No. (1 marks) • Mobile Hoisting Crane 5Ton & above (2 Mks) • 21 storey Hoist 0.5T 2No. (2mks) | 15 |

| | | |
|--|---|-----|
| | <p>Equipment's/tools</p> <ul style="list-style-type: none"> Manufactures recommended tools (fluke meters, ohm meter, user interface tools ,inbuilt load analysis tool or equivalents) provide Evidence from manufacturer(10mks) <p>Marks will be equally distributed</p> | |
| | <p>Financial capability : Analysis on Audited Financial Statements, Financial position, Bank statements, Turnover;</p> <ol style="list-style-type: none"> The Average turnover of Kshs. 100 Million for within three years(2017, 2018 and 2019) in audited financial statements – 10 marks Certified Bank statements for last six (6) months - 3marks <p>All financial statements must be audited by a certified auditor by ICPAK or international recognized bodies and bank statements certified by the issuing bank</p> | 6 |
| | TOTAL | 100 |

Tenders will proceed to the Financial Evaluation Stage only if they score 80% and above in the Technical Evaluation Part B.

6.3 Part III – Financial Evaluation and Comparison of Tenders Under Paragraph 3.30 of the ITT.

All the firms that have scored 80% and above in the technical compliance evaluation stage Part B will be subjected to the financial evaluation as below:

1. Conducting a financial comparison, all prices shall be quoted in **Kenya Shillings**
2. Confirmation of and considering Bill of Quantities duly completed and signed, clearly showing all applicable costs and the applicable taxes.
3. Apply exclusive margin of preference, where applicable as per Clause 3.31 of the tender document
4. The Successful Tenderer shall be the lowest evaluated bidder.

Important Notes:

- a. **The prices quoted in Kenya Shillings in the form of tender shall be inclusive of all other costs and taxes.**
- b. **Bidders are notified that their bid should be very clear on the quoted cost, the breakdown on the rates when summed up/calculated should be commensurate to what is given in the form of tender, where there is an arithmetic error committed or deviates from the form of tender and that the form of tender cannot be linked to the summarized rate/breakdown, such a bid will be disqualified.**
- c. **All prices based on Delivery Duty Paid (DDP) terms**
- d. **if the bid which results in lowest evaluated bid price is seriously unbalanced, has inconsistency pricing of identical items of bills of quantity or has any form of front loading of rates, will lead to disqualification of bidder at the detailed financial evaluation and analysis stage.**

SECTION VII – GENERAL CONDITIONS OF CONTRACT

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The General Conditions of Contract *hereinafter referred abbreviated as the GCC* shall form part of the Conditions of Contract in accordance with the law and KPPF's guidelines, practices, procedures and working circumstances. The provisions in the GCC will apply unless an alternative solution or amendment is made under other parts of the Contract including the Special Conditions of Contract.

7.1 Definitions

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. The Bills shall be read in conjunction with the Preliminaries, General Conditions of Contract, Technical Specifications and Drawings.

"Compensation Events" are those defined in Clause 24 hereunder.

"Cost" The whole cost of complying with the provision of the Contract shall be included in the items provided in the Bills of Quantities, and where no items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.

"Copyright" The copyright of all the specification is vested in the Employer and no part thereof may be reproduced without their express permission, given in writing.

"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 (DLC)” is the certificate issued by Project Manager upon correction of defects by the Contractor.

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

“Drawings” include objects/forms with dimensions, designs 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.

“Dispute” any disagreement, difference or conflict that arises between the Parties as a result of the formation, existence, performance, interpretation, nullification (or consequences thereof), termination or invalidation of this contract, or arising from, out of or related to this contract in any manner whatsoever.

“Dispute Notice” a notice given in writing by one Party to the other and that describes in reasonable and sufficient detail, the Dispute resulting from this contract.

“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.

“J.B.C” is Joint Building Council of Kenya and its successors or assigns.

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

“Materials Ordering” The Contractors shall be solely responsible for the accurate ordering of materials in accordance with the drawings and these specifications.

“PC Summs & Contingencies” Provisional Sums and contingencies included and so designated in the Bills of Quantities shall be expended in whole or in part at the sole discretion of the Architect/ Engineer

“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 Special 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.

“Site possession date” This is the date the site is fully or partially handed over to the contractor.

“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).

“Fix Only” Shall mean take delivery on site (unless otherwise stated), unload where necessary, transport within site compound, store, unpack, check contents against orders and packing lists, assemble as necessary, distribute and hoist or install to position, test and commission the works clean, complete and working to every detail as described in the specifications, drawings and manufacturers catalogues and data sheets and to the satisfaction of the engineer.

“Supply Only” Shall mean procure, deliver to site (unless otherwise advised), unload where necessary, transport within site compound, store, unpack, check contents against orders & parking lists, repack, assemble as necessary and store neatly in the storage space provided by others as directed.

“Supply and Install” Shall mean undertaking both supply and fix.

“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 Special Conditions of Contract.

7.2 Interpretation

7.2.1 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.

7.2.2 If sectional completion is specified in the Special 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).

7.2.3 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) Special Conditions of Contract,
- (5) Conditions of Contract,
- (6) Specifications,
- (7) Drawings,
- (8) Bill of Quantities,
- (9) Any other documents listed in the Special Conditions of Contract as forming part of the Contract.

7.2.4 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

7.3 Language and Law

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

7.4 Project Manager's Decisions

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

7.5 Communications

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

7.6 Subcontracting

7.6.1 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. All sub- contractors must have the **NCA license**.

7.7 Other Contractors

7.7.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities etc. as listed in the Special 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.

7.8 Personnel

7.8.1 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.

7.9 Works

7.9.1 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.

7.10 Safety and Temporary works

7.10.1 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.

7.10.2 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.

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

7.11 Work program

7.11.1 The Contractor shall, within the period stated in the Special conditions of contract, submit for the

approval of the Project Manager, a programme of Works in such form and detail as the project manager shall reasonably prescribe.

Should actual progress not match the programme, the Contractor shall amend the programme accordingly and submit the revisions to the Project manager. In the event that a Contractor fails to submit or amend a programme within a reasonable time after being so instructed by the

Project manager, the Employer may withhold half of the amount due to the Contractor in subsequent payment certificates until the default is rectified.

Neither Submission of the programme by the contractor nor its approval by the Project Manager shall in any way relieve the contractor from any of his duties and obligations under the contract.

7.12 Possession of Site and commencement of works

7.12.1 Within the period stated in the Special conditions of contract, the Employer, or the project manager on his behalf, shall give possession of site to the Contractor and such access as may be necessary to enable the Contractor to commence and proceed with the Works in accordance with the contract.

On or before the date for commencement stated in the Special conditions of contract, the Contractor shall commence the execution of the Works and shall regularly and diligently proceed with the same and complete on or before the date stated in the Special conditions of contract as the date for practical completion or such other date as arises by virtue of the extension of time granted under clause 7.15 of these conditions

7.13 Access to Site

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

7.14 Instructions

7.14.1 The Contractor shall (subject to sub-clauses 7.63.3 and 7.63.4 of this condition) forthwith comply with all instructions issued to him by the Architect in regard to any matter in respect of which the Architect is expressly empowered by these conditions to issue instructions.

7.14.2 If within fourteen days after receipt of a written notice from the project manager requiring compliance with an instruction the Contractor does not comply therewith, then the Employer may employ and pay other persons to execute any work whatsoever which may be necessary to give effect to such instructions. All costs incurred in connection with such employment shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any money due or to become due to the Contractor under this contract.

7.14.3 Upon receipt of what purports to be an instruction issued to him by the project manager, the Contractor may request the project manager to specify in writing the provisions of these conditions which empower the issue of the said instruction. The project manager shall comply with any such request, and if the Contractor shall thereafter comply with the said instructions, then the issue of the same shall be deemed for all the purposes of this contract to have been empowered by these conditions.

- 7.14.4 All instructions issued by the Architect shall be in writing. Any instruction issued orally shall be of no immediate effect, but shall be confirmed in writing by the Contractor to the Architect within seven days. If not dissented from in writing by the Architect within seven days from receipt of the Contractor's confirmation, the oral instruction shall take effect as from the expiration of the latter said seven days. Provided always that;
- 7.14.4.1 If the Architect shall within seven days of giving such an oral instruction himself confirm the same in writing, then the Contractor shall not be obliged to confirm as aforesaid and the said instruction shall take effect as from the date of the Architect's confirmation.
- 7.14.4.2 If neither the Contractor nor the Architect shall confirm such an oral nevertheless comply with the same, then the Architect may confirm the same in writing at any time prior to the issue of the final certificate and the said instruction shall thereupon be deemed to have taken effect on the date on which it was issued.
- 7.14.5 Any instructions given directly by the Employer to the Contractor shall be of no immediate effect but the contractor shall request the project manager for confirmation within seven days, failing to which the Contractor shall confirm the same in writing in the same manner as is provided for in sub-clause 7.14.4. If confirmed by the Contractor, such instructions shall be deemed to be project manager's instructions.

7.15 Extension or Acceleration of Completion Date

- 7.15.1 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.
- 7.15.2 No bonus for early completion of the Works shall be paid to the Contractor by the Employer.

7.16 Management Meetings

- 7.16.1 A Contract management meeting shall be held as per schedule and in any event not less than once a month 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.

7.17 Early Warning

- 7.17.1 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.
- 7.17.2 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.

7.18 Defects

- 7.18.1 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.
- 7.18.2 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 Special Conditions of Contract. The Defects Liability Period shall be extended for as long as defects remain to be corrected.
- 7.18.3 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.

7.19 Bills Of Quantities

- 7.19.1 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.
- 7.19.2 If the final quantity of the Work done differs from the quantity in the Bills of Quantities for the particular item by more than 20 percent and provided the change does not exceed 25 percent of the Initial Contract price, the Employer shall adjust the rate to allow for the change.

7.19.3 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.

7.20 Variations

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

7.20.2 The term 'variation' as used in these conditions shall mean the alteration or modification of the design, quality or quantity of the Works as shown upon the contract drawings and described by or referred to in the contract bills and specifications and includes:

7.20.2.1 The addition, omission or substitution of any item of work.

7.20.2.2 The alteration of the kind or standard of any of the materials or goods to be used in the Works.

7.20.2.3 The removal from the site of any work, materials, or goods brought upon the Works by the Contractor for the purposes of the Works other than work, materials, or goods which are not in accordance with the contract.

7.20.2.4 The issue of instructions by the project manager in regard to the expenditure of prime cost and provisional sums included in the contract bills and of prime cost sums which arise as a result of instructions issued in regard to the expenditure of provisional sums.

7.20.3 The Project manager may issue instructions requiring a variation and he may sanction in writing any variation made by the Contractor otherwise than pursuant to an instruction of the project manager. No variation required by the project manager or subsequently sanctioned by him shall vitiate this contract, provided that no such instructions shall substantially change the scope or object of the contract without the consent of the Employer and the Contractor.

7.20.4 If the net value of all variations should equal 10% of the builders work, the project manager shall not issue any further instructions requiring a variation for additional work without the consent of the Employer and the Contractor.

7.20.5 All instructions for variations shall be copied to the Employer.

7.20.6 All variations required by the project manager or subsequently sanctioned by him in writing and all work executed by the Contractor for which provisional sums are included in the contract bills (other than work for which a tender made under nominated subcontractors, of these conditions has been accepted) shall be assessed by project manager who shall give to the

Contractor an opportunity of being present at the time of such assessment and of taking such notes and measurements as the Contractor may require.

7.20.7 The valuation of variations and of work executed by the Contractor for which a provisional sum is included in the contract bills (other than work for which a tender has been accepted as aforesaid) unless otherwise agreed, shall be made in accordance with the following rules:

7.20.7.1 The prices in the contract bills shall determine the valuation of work of similar character executed under similar conditions as work priced therein.

7.20.7.2 The said prices, where work is not of a similar character or executed under similar conditions as aforesaid, shall be the basis of prices for the same so far *as may be* reasonable, failing which a fair valuation thereof shall be made.

7.20.7.3 Where work cannot properly be measured and valued, the Contractor shall be allowed day work rates on the prices prevailing when such work is carried out (unless otherwise provided in the contract bills). The day-work rates will be;

7.20.7.3.1 Rates, if any, inserted by the Contractor in the contract bills or in a schedule of rates, or

7.20.7.3.2 When no such rates have been inserted, at rates to be agreed between the project manager and the Contractor.

7.20.7.3.3 Vouchers specifying the time daily spent upon the work (and if required by the project manager, the workmen's names) the equipment and the materials used shall be delivered for verification to the Quantity Surveyor not later than the end of the week following that in which the work was executed.

7.20.7.4 The prices in the contract bills shall determine the valuation of items omitted. Provided that if omissions substantially vary the conditions under which any remaining items of work are carried out, the prices for such remaining items shall be valued as set out in sub-clause 7.20.7.2.

7.20.8 Effect shall be given to the measurement and valuation of variations under sub-clause 7.20.7 of this condition in interim certificates and by adjustment of the contract price. Effect shall also be given to the measurement and valuation of work for which a provisional sum is included in the contract bills under the said sub-clause in interim certificates and by adjustment of the contract price in accordance with the conditions of contract.

- 7.20.9** If upon written application being made by the Contractor, the project manager is of the opinion that a variation or the execution by the Contractor of work for which a provisional sum is included in the contract bills (other than work for which a tender made under clause 7.39 of these conditions has been accepted) has involved the Contractor in direct loss and or expense for which he would not be reimbursed by payment in respect of a valuation made in accordance with the rules contained in sub-clause 30.6 of this condition and if the said application is made with supporting details within thirty days of the loss or expense having been incurred, the Quantity Surveyor shall assess the amount of such loss or expense. Any amount so assessed from time to time shall be added to the contract price, and if an interim certificate is issued after the date of assessment the said amount shall be added to the amount which would otherwise be stated as due in such certificate.
- 7.20.10** Should any part of the Works be omitted from the contract and that part is carried out by others, the Contractor shall be entitled to reimbursement of the profit he would have made had he carried out the omitted part. Such loss of profit shall be assessed by the project manager and if an interim certificate is issued after the date of assessment, the said amount shall be added to the amount which would otherwise be stated as due in such a certificate.
- 7.20.11** No instructions for variations shall be issued after the practical completion certificate is issued without the consent of the Contractor.
- 7.20.12** Where a variation is necessitated by the default or breach of the contract by the Contractor, any additional cost attributable to such a variation shall be borne by the Contractor.
- 7.20.13** Except as expressly stated in the contract, the project manager shall have no authority to alter or amend the terms and conditions of the contract or to relieve the Contractor of any of his obligations under the contract.
- 7.20.14** Where the project manager, with the consent of the Employer and the Contractor, issues instructions requiring a variation beyond the limit provided in sub-clause 7.20.4, the Employer may require an additional performance bond over and above that provided under clause 7.26. The Contractor shall be reimbursed for the provision of the additional bond pro-rata to the amount priced for the bond in the contract.
- 7.20.15** The Project manager shall not issue an instruction requiring a variation for additional work exceeding 0.01% of the contract price without the prior approval of the Employer unless otherwise communicated by the Employer to the project manager and to the Contractor.

7.21 Payment Certificates, Currency of Payments and Advance Payments

- 7.21.1 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.
- 7.21.2 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.
- 7.21.3 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. The Employer shall not pay interest on late payments.
- 7.21.4 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, unless evaluated in accordance to variation clause 7.20
- 7.21.5 The Contract Price shall be stated in Kenya Shillings. All payments to the Contractor shall be made in Kenya Shillings or agreed prior to the execution of the Contract Agreement and indicated therein.
- 7.21.6 In the event that an advance payment is granted, the following shall apply:-
- (a) On signature of the Contract, the Contractor shall at his request, and without furnishing proof of expenditure, be entitled to an advance of not more than 10% (ten percent) of the original amount of the Contract. The advance shall not be subject to retention money.
 - (b) No advance payment may be made before the Contractor has submitted proof of the establishment of deposit or a directly liable guarantee satisfactory to the Employer in the amount of the advance payment. The guarantee shall be in the same currency as the advance.
 - (c) Reimbursement of the lump sum advance shall be made by deductions from the Interim payments and where applicable from the balance owing to the Contractor. Reimbursement shall begin when the amount of the sums due under the Contract reaches 20% of the original amount of the Contract. It shall have been completed by the time 80% of this amount is reached.
 - (d) The amount to be repaid by way of successive deductions shall be calculated by means of the formula:

$$R = A(x^1 - x^{11})$$

1. 80 – 20

Where:

R = the amount to be reimbursed

A = the amount of the advance which has been granted

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

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

- (e) With each reimbursement, the counterpart of the directly liable guarantee may be reduced accordingly.

7.22 Compensation Events

The following issues shall constitute Compensation Events:

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

- (k) Other compensation events described in the Contract or determined by the Project Manager shall apply.
- 7.22.1 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 Employer 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.
- 7.22.2 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.
- 7.22.3 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.
- 7.22.4 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the Special Conditions of Contract.
- 7.22.5 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.

7.23 Price Adjustment

- 7.23.1 The Employer 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.
- 7.23.2 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 only after two years of signing the contract exchange rates may 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 by the Employer, as the case may be.

- 7.23.3 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 23.4 and 23.5 and shall be subject to adjustment in the events specified thereunder;
- (i.) The prices contained in the Contract Bills of Quantities shall be deemed to be based upon the rates of wages and other emoluments and expenses as determined by the Joint Building Council of Kenya (J.B.C.) and set out in the schedule of basic rates issued 30 days before the date for submission of tenders. A copy of the schedule used by the Contractor in his pricing shall be attached in the Special 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.
- 7.23.4 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 Special Conditions of Contract.
- 7.23.5 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.
- 7.23.6 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 7.15 of these Conditions.

7.23.7 The provisions of sub-clause 7.24 to 7.25 herein shall not apply in respect of any materials included in the schedule of basic rates.

7.24 Retention

7.24.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the Special 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.

7.25 Liquidated Damages

7.25.1 The Contractor shall pay liquidated damages to the Employer at the rate stated in the Special 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.

7.25.2 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. There shall be no interest paid on the overpayment.

7.26 Performance Security

7.26.1 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 commercial bank licensed by the Central Bank of Kenya, and denominated in Kenya Shillings. The Performance Security shall be valid until a date sixty (60) days beyond the Defects Liability Period.

7.26.2 The Performance Security shall be an **Original Bank Guarantee** that is strictly in the form and content as prescribed in the Performance Security Form (Bank Guarantee) in the Tender Document.

7.26.3 The successful Tenderer shall furnish a Performance Security being the sum of ten percent (10%) of the contract value.

7.26.4 KPPF shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the successful Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPPF. The period for response shall not exceed five (5) days from the date of KPPF's query. Should there be no conclusive response by the Bank within this period, such successful Tenderer's Performance Security may be deemed as invalid.

7.26.5 Failure of the successful Tenderer to furnish an authentic Performance Security, the award shall be annulled and the Tender Security forfeited, in which event KPPF may notify the next lowest evaluated Tenderer that its Tender has been accepted.

7.27 Dayworks

- 7.27.1 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.
- 7.27.2 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.
- 7.27.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

7.28 Liability and Insurance

- 7.28.1 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.
- 7.28.2 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 which are Contractor's risks.
- 7.28.3 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 Special 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.

- 7.28.4 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.
- 7.28.5 If the Contractor does not provide any of the policies and certificates required, the Employer may affect 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.
- 7.28.6 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager. Both parties shall comply with any conditions of insurance policies.

7.29 Completion and taking over

- 7.29.1 When in the opinion of the Contractor the whole of the Works are practically complete, he shall give a notice in writing to the project manager to that effect. The notice shall be accompanied by an undertaking to complete any outstanding work within a reasonable time or within such time as the Architect may direct.
- 7.29.2 Within fourteen days of the issue of such notice, the project manager shall inspect the Works and if in his opinion the Works are practically complete, he shall issue the certificate of practical completion, and the defects liability period shall be deemed to commence on the date of issue of the said certificate. If the Works are not practically complete, he shall specify in writing to the Contractor the work which in his opinion requires to be completed before the certificate can be issued.
- 7.29.3 The Contractor shall retain possession of the site of the Works up to and including the date of issue of the certificate of practical completion.
- 7.29.4 Upon the Employer taking possession of the whole or any part of the Works, (hereinafter referred to as the relevant part), the relevant part of the Works taken over shall be at the sole risk of the Employer in every respect as from the date of such taking over.
- 7.29.5 Should the employer take over the whole or any part of the Works before the issue of a certificate of practical completion, practical completion shall be deemed to have taken place on the date of taking over of the whole or any part of the Works
- 7.29.6 Any defects, shrinkages or other faults which shall appear within the defects liability period stated in the appendix to these conditions and which are due to materials or workmanship not being in accordance with the contract shall be specified by the architect in a schedule of defects which he shall deliver to the Contractor not later than thirty days after the expiry of the said defects liability period. Within a reasonable time after receipt of such schedule, the

defects, shrinkages and other faults therein specified shall be rectified by the contractor and (unless the project manager shall otherwise instruct,) entirely at his own cost.

7.30 Final Account

7.30.1 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.

7.31 Suspension of works

7.31.1 *Suspension of works by Project Manager*, the project manager may issue instructions to postpone the carrying out of any works included in this contract. The project manager may issue instructions to suspend carrying out of any work included in this contract, if;

7.31.1.1:- the contractor fails to comply with project manager instruction requiring the dismissal from the works of any person employed thereon, or

7.31.1.2:- There arises any matters of urgency involving the safety or protection of persons or property, or

7.31.1.3:- The Contractor fails to comply with the contract provisions to insure the Works, or

7.31.1.4:- The Contractor fails to comply with an Architect's instruction in regard to the removal from the site of any work, materials or goods which are not in accordance with the contract, or

7.31.1.5:- The Contractor assigns the contract or sub-lets the whole of the Works without the written consent of the Employer.

7.31.2 Except for suspension under sub-clause 7.31.1.2, all other instructions to suspend shall be accompanied by a seven days notice.

7.31.3 Instructions for postponement or suspension shall be copied to the Employer

7.31.4 The suspension shall not take effect if the matter occasioning the notice is rectified within the period of the notice. Such suspension shall cease immediately the matter occasioning the notice is rectified.

- 7.31.5 Should the Works be suspended under this clause, the Contractor shall be liable for all expenses arising there from.
- 7.31.6 ***Suspension of Works by the contractor***, the contractor may suspend the carrying of works, if
- 7.31.6.1:- He has not received a payment certificate which he applied for in accordance with the contract and the default continues for thirty days after expiry
- 7.31.6.2:- He has not received payment within the period for honoring certificates provided in these conditions and the default continues for thirty days after expiry of the stated period, or
- 7.31.6.3:- The Contractor notifies the Architect that it has become impossible to impracticable to procure goods and materials for the Works for reason beyond the Contractor's control and the project manager has not given appropriate instructions in accordance with this contract
- 7.31.6.4:- The Delay occurs in the nomination or re-nomination of a sub-contractor or supplier which delay materially affects the progress of the Works, **or**
- 7.31.6.4:- The Delay occurs in the appointment of a replacement Architect, Quantity Surveyor or Engineer which delay materially affects progress of the works
- 7.31.7 Where the Contractor intends to suspend the carrying out of the Works, he shall give the Employer a seven days notice in writing to that effect, with a copy to the project manager.
- 7.31.8 The Contractor shall not suspend the carrying out of the Works if the matter occasioning the notice is rectified within the period of the notice. Such suspensions shall cease immediately the matter occasioning the notice is rectified.
- 7.31.9 During the period of suspension either under clause 7.31.1.0 or herein the Contractor shall properly protect and secure the Works to the reasonable satisfaction of the Architect.

7.32 Termination of contract

- 7.32.1 KPPF may, without prejudice to any other remedy for breach of contract, by written notice sent to the Contractor, terminate this contract in whole or in part due to any of the following: -
- a) *if the Contractor fails to perform any or all of the services within the period(s) specified in the contract, or within any extension thereof granted by KPPF.*
 - b) *if the Contractor fails to perform any other obligation(s) under the contract.*
 - c) *if the Contractor, in the judgment of KPPF has engaged in corrupt or fraudulent practices in competing for or in executing the contract.*
 - d) *by an act of force majeure.*
 - e) *if the Contractor becomes insolvent or bankrupt*

f) if the Contractor has a receiving order issued against it, compounds with its creditors, or an order is made for its winding up (except for the purposes of its amalgamation or reconstruction), or a receiver is appointed over its or any part of its undertaking or assets, or if the Contractor suffers any other analogous action in consequence of debt.

g) if the Contractor abandons or repudiates the Contract.

7.32.2 In the event that KPPF terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not rendered, and the Contractor shall be liable to KPPF for any excess costs for such similar services and or any other loss PROVIDED that the Contractor shall not be so liable where the termination is for convenience of KPPF.

7.32.3 The Parties may terminate the Contract by reason of an act of force majeure as provided for in the contract.

7.32.4 The Contract may automatically terminate by reason of an act of force majeure as provided for in the Contract.

7.33 Payment Upon Termination

7.33.1 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.

7.33.2 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.

7.33.3 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.

7.33.4 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.

- 7.33.5 Until after completion of the Works under this clause the Employer shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefore the Project Manager shall certify the amount of expenses properly incurred by the Employer and, if such amount added to the money paid to 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.

7.34 Release from Performance

- 7.34.1 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.

7.35 Corrupt gifts and payments of commission

The Contractor shall not;

- (a) Offer or give or agree to give to any person in the service of the Employer any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract for the Employer.
- (b) Enter into this or any other contract with the Employer in connection with which commission has been paid or agreed to be paid by him or on his behalf or to his knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the Employer.
- (c) Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the provisions of the Public Procurement and Asset Disposal Act 2015 and Regulations 2006; Anti-Corruption and Economic Crimes Act 2003; Public Finance Management Act Cap 412.

7.36 Settlement Of Disputes

- 7.36.1 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;

- (a) Architectural Association of Kenya
- (b) Institute of Quantity Surveyors of Kenya
- (c) Association of Consulting Engineers of Kenya
- (d) Chartered Institute of Arbitrators (Kenya Branch)
- (e) 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.

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

7.36.3 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.

7.36.4 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.

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

- i. The appointment of a replacement Project Manager upon the said person ceasing to act.
- ii. Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions.
- iii. Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
- iv. Any dispute or difference arising in respect of war risks or war damage.

- 7.36.6 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.
- 7.36.7 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.
- 7.36.8 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.
- 7.36.9 The award of such Arbitrator shall be final and binding upon the parties.

7.37 Prices

- 7.37.1 Subject to clause 7.23 herein below, prices charged by the Contractor for services/works performed under the contract shall be fixed for the period of the contract with no variations.
- 7.37.2 A price that is derived by a pre-disclosed incorporation or usage of an internationally accepted standard formula shall not be deemed to be a price variation within the meaning of this clause.
- 7.37.3 Prices shall be on basis of Duty Delivered Paid (DDP) terms

7.38 Variation of Contract

KPPF and the Supplier may vary the contract only in accordance with the following: -

- a) *the quantity variation of services shall not exceed twenty percent (20%) of the original contract quantity.*
- b) *The cumulative value variation shall not exceed twenty five percent (25%) of the original contract value.*
- c) *the quantity variation must be executed within the period of the contract.*

7.39 Assignment

The Contractor shall not assign in whole or in part its obligations to perform under this contract, except with KPPF's prior written consent.

7.40 Nominated Subcontractors

- 7.40.1 The following provisions shall apply where prime cost sums are included in the contract bills or arise as a result of Architect's instructions given in regard to the expenditure of provisional sums in respect of persons to be nominated by the project manager to supply and fix or install materials or goods or to carry out work.
- 7.40.2 Such sums shall be expended in favor of such persons as the project manager shall instruct, with the consent of the Employer, and all specialists or others who are nominated by the

Architect are hereby declared to be sub-contractors employed by the Contractor, and are referred to in these conditions as 'nominated sub-contractors'

- 7.40.3 The project manager shall not nominate any person as a sub-contractor against whom the Contractor shall make reasonable objection.
- 7.40.4 The nominated sub-contractor shall carry out and complete the sub-contract works in every respect to the reasonable satisfaction of the Contractor and of the project manager and in conformity with all the reasonable directions and requirements of the Contractor
- 7.40.5 The Contractor and the nominated sub-contractor shall enter into a sub-contract agreement which provides (inter alia):-
- 7.40.5.1:- That the nominated sub-contractor shall observe, perform and comply with all the provisions of this contract on the part of the Contractor to be observed, performed and complied with (other than clause 7.12 of these conditions, if applicable) so far as they relate and apply to the sub-contract works or to any, portion of the same.
 - 7.40.5.2:- That the nominated sub-contractor shall indemnify the Contractor against the same liabilities in respect of the sub-contract works as those for which the Contractor is liable to indemnify the Employer under this contract
 - 7.40.5.3:- That the nominated sub-contractor shall indemnify the Contractor against claims in respect of any negligence, omission or default of such subcontractor, his servants or agents or any misuse by him or them of any scaffolding or other equipment, and shall insure himself against any such claims and produce the policy or policies and receipts in respect of premiums paid as and when required by either the project manager or the Contractor.
 - 7.40.5.4:- The sub-contract works shall be completed within the period or (where they are to be completed in sections) periods therein specified.
 - 7.40.5.5:- That the Contractor shall not without the written consent of the Architect, grant any extension of time for the completion of the sub-contract works or any section thereof, and that the Contractor shall inform the Architect of any representation made by the nominated sub-contractor as to the cause of any delay in the progress or completion of the sub-contract works or any section thereof
 - 7.40.5.6:- That if the nominated sub-contractor shall fail to complete the sub-contract works or (where the sub-contract works are to be completed in sections) any section thereof, within the period therein specified or within any extended time granted by the Contractor with the written consent of the project manager and the project manager certifies in writing to the Contractor that the same ought reasonably so to have been completed, the nominated sub-contractor shall or allow to the Contractor either a sum calculated at the rate therein agreed as liquidated damages for the period during which the said works or any section thereof, as the case may be, shall so remain or have

remained incomplete or where no such rate is therein agreed), a sum equivalent to any loss or damage suffered or incurred by the Contractor and caused by the failure of the nominated sub-contractor as aforesaid.

7.40.5.7:- That payment in respect of any work, materials or goods comprised in the sub-contract shall be made within fourteen days after receipt by the Contractor of the sum to which the Contractor shall be entitled by virtue of the Architect's certificates issued under clause 7.21 of these conditions which states as due an amount calculated by including the total value of such work, materials or goods, and shall when due be subject to retention by the Contractor of the sums stated in sub-clause 7.40.5.8 of this condition.

7.40.5.8:- That the Contractor shall retain from the sum directed by the Project manager as having been included in the calculation of the amount stated as due in any certificate issued under clause 7.21 of these conditions in respect of the total value of work, materials or goods executed or supplied by the nominated subcontractor the percentage of such value named in the appendix to these conditions as percentage of certified value retained up to a total amount not exceeding a sum which bears the same ratio to the sub-contract price as the unreduced sum named in the appendix to these conditions as the limit of retention fund bears to the contract price.

7.40.5.9:- That the Contractor's interest in any sums so retained (by whomsoever held)-shall be fiduciary as trustee for the nominated sub-contractor (but without obligation to invest), and that the nominated sub-contractor's beneficial interest in such sums shall be subject only to the right of the Contractor to have recourse thereto from time to time for payment of any amount which he is entitled under the sub-contract to deduct from any sum due or to become due to the nominated sub-contractor; and that if and when such sums or any part thereof are released to the nominated sub-contractor, they shall be paid in full.

7.40.5.10:- That the Employer, the Architect, Quantity Surveyor, Engineers and other agents of the Employer, shall have a right of access to the workshops and other places of the nominated sub-contractor where work is being prepared as provided for in clause 7.13 of these conditions.

7.40.6 The Architect shall direct the Contractor as to the total value of the work, materials or goods executed or supplied by a nominated sub-contractor included in the calculation of the amount stated as due in any certificate issued under clause 7.21 of these conditions and shall forthwith inform the nominated sub-contractor in writing of the amount of the said total value. The sum representing such total value shall be paid by the Contractor within fourteen days after receipt by the Contractor of the sum to which the Contractor shall be entitled by virtue of the certificate less only.

7.40.6.1:- Any retention money which the Contractor may be entitled to deduct under the terms of the sub-contract, and

7.40.6.2:- Any sum to which the Contractor may be entitled in respect of delay in the completion of the sub-contract works or any section thereof, and

7.40.6.3:- Amounts already paid under previous certificates.

- 7.40.7 Before issuing any certificate under clause 7.21 of these conditions, the Architect may request the Contractor to furnish to him reasonable proof that all amounts included in the calculation of the amounts stated as due in previous certificates in respect of the total value of the work, materials or goods executed or supplied by any nominated subcontractor have been duly paid and if the Contractor fails to comply with any such request the project manager shall issue a certificate to that effect and thereupon the Employer may himself pay such amounts to any nominated sub-contractor concerned and deduct the same from any money due or to become due to the Contractor.
- 7.40.8 The Contractor shall not grant to any nominated sub-contractor any extension of the period within which the sub-contract works, or (where the sub-contract works are to be completed in sections) any section thereof is to be completed without the written consent of the project manager. Provided always that the Contractor shall inform the Architect of any representations made by the nominated sub-contractor as to the cause of any delay in the progress or completion of the subcontract works or of any section thereof. The consent of the Architect shall not be unreasonably withheld. Any extension of time granted under this clause shall be copied to the Employer.
- 7.40.9 If any nominated sub-contractor fails to complete the sub-contract works or (where the sub contract works are to be completed in sections) any section thereof within the period specified in the subcontract or within any extended time granted by the Contractor with the written consent of the project manager, then if the same ought reasonably so to have been completed, the Architect shall certify in writing accordingly. Immediately upon issue, the Architect shall send a copy of any such certificate to the nominated sub-contractor and to the Employer
- 7.40.10 If the project manager desires to secure final payment to any nominated sub-contractor before final payment is due to the Contractor, and if such sub-contractor has satisfactorily indemnified the Contractor against any latent defects, then the project manager may in an interim certificate include an amount to cover the said final payment, and the Contractor shall pay to such nominated subcontractor the amount so certified within fourteen days of receipt of the payment. Upon such final payment, the amount named in the appendix to these conditions as limit of retention fund shall be reduced by the sum which bears the same ratio to the said amount as does such sub-contractor's subcontract price to the contract price, and save for latent defects,

the Contractor shall be discharged from all liability for the work, materials or goods executed or supplied by such subcontractor under the sub-contract to which the payment relates.

- 7.40.11 Where the Contractor in the ordinary course of his business directly carries out works for which prime cost sums are included in the contract bills and where he has so informed the project managers', the Contractor shall be permitted to tender for the same or any of them but without prejudice to the Employer's right to reject the lowest or any tender.
- 7.40.12 Where a prime cost sum arises under project managers' instructions issued under sub- clause 7.20, of these conditions, it shall be deemed for the purposes of this sub-clause to have been included in the contract bills.
- 7.40.13 It shall be a condition of any tender accepted under sub-clause 7.19 of these conditions shall apply in respect of the items of work included in the tender as if the reference therein to the contract drawings, specifications and the contract bills were references to the equivalent documents included in or referred to in the tender.
- 7.40.14 Where the terms of a contract between the Contractor and a nominated sub-contractor so require or the project manager shall so authorize in writing, the Contractor shall make advance payment to the subcontractor before delivery of the materials or goods, and the Contractor shall be allowed simple interest for the period of such advance payment calculated at the commercial bank lending rate in force at the time of the advance until the value of the said materials or goods is included in a certificate in accordance with clause 7.21.
- 7.40.15 If a nominated sub-contractor terminates the sub-contract or the Contractor terminate the subcontract on the advice of the project manager, the project manager shall make a further nomination of a subcontractor as may be necessary to carry out and complete the work left incomplete by the subcontractor whose employment has been terminated Any additional costs arising there from shall be borne by the Employer. Notwithstanding the above, the project manager may instruct, with the consent of the Contractor, then the incomplete work shall be executed by the Contractor and such instruction shall be deemed to be a variation to the contract.
- 7.40.16 Provided that where a nominated sub-contractor terminates the sub-contract as a result of a default by the Contractor, or the Contractor terminates the sub-contract without the written advice of the project manager, the Contractor shall be liable to the Employer to any additional costs arising there from.
- 7.40.17 Where a nominated sub-contract provides a defects liability period which extend beyond the Contractor's defects liability period, the Contractor's obligations and liabilities in connection with the defects of the nominated sub-contract shall nevertheless terminate at the end of the Contractor's defects liability period. The remaining portion of the nominated sub-contractor's defects liability period shall be subject to a direct agreement between the Employer and the nominated sub-contractor and shall not form part of this agreement

- 7.40.18 Where a sub-contractor is required to give a guarantee or warranty relating to the subcontract works such guarantee or warranty shall be assigned by the sub-contractor to the Employer prior to the issue of the final certificate
- 7.40.19 The employment of a nominated sub-contractor under these conditions shall terminate forthwith upon the termination (for any reason) of the Contractor's employment under the contract
- 7.40.20 Neither the existence nor the exercise of the foregoing powers nor anything else contained in these conditions shall render the Employer in any way liable to any nominated sub-contractor.
- 7.40.21 In the event that an award is given and the contract is sub-contracted, the responsibility and onus over the contract shall rest on the Contractor who was awarded.

7.41 Liquidated Damages

Notwithstanding and without prejudice to any other provisions of the contract, if the Contractor fails to perform any or all of the services within the period specified in the contract, KPPF shall, without prejudice to its other remedies under the contract, deduct from the contract prices, liquidated damages sum equivalent to **0.5% of the contract price** per week of delay of the delayed due services up to a maximum of ten percent (10%) of the contract price of the delayed due services.

7.42 Warranty

- 7.42.1 Where applicable, the Contractor warrants that the Services provided under the contract are of the highest quality or current specification and incorporate all recent improvements unless provided otherwise in the contract. The Contractor further warrants that any materials/ equipment provided under this contract shall have no defect arising from manufacture, materials or workmanship or from any act or omission of the Contractor that may develop under normal use of the materials/ equipment provided under the conditions obtaining in Kenya.
- 7.42.2 This warranty will remain valid for the period indicated in the special conditions of contract after the goods, or any portion thereof as the case may be, have been delivered to the final destination indicated in the contract.
- 7.42.3 KPPF shall promptly notify the Contractor in writing of any claims arising under this Warranty.
- 7.42.4 Upon receipt of such a notice, the Contractor shall, with all reasonable speed, remedy the defective services without cost to KPPF.
- 7.42.5 If the Contractor having been notified, fails to remedy the defect(s) within a reasonable period, KPPF may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which KPPF may have against the Contractor under the contract.

7.43 Resolution of Disputes

- 7.43.1 KPPF and the Contractor may make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- 7.43.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party shall be referred to and finally resolved by arbitration with the provisions of the Kenyan Arbitration Act 1995 (as amended from time to time) (the Arbitration Act) for the resolution of disputes.
- 7.43.3 The tribunal shall consist of an arbitrator to be agreed upon between the parties within thirty (30) days of the lapse of informal negotiations, failing which such arbitrator as shall be appointed by the Chairman for the time being of the Chartered Institute of Arbitrators of the United Kingdom, (Kenya Branch) upon the application of either Party;
- 7.43.4 The place of arbitration shall be Nairobi;
- 7.43.5 The language to be used in the arbitral proceedings shall be English;
- 7.43.6 The governing law shall be as set out in clause 7.44; and
- 7.43.7 To the extent permitted by law, the award of the arbitration tribunal shall be final and binding upon the Parties and either Party may apply to a court of competent jurisdiction for enforcement of such award.
- 7.43.8 Notwithstanding the above provisions of this clause 7.43, a Party is entitled to seek preliminary injunctive relief or interim or conservatory measures from any court of competent jurisdiction pending the final decision or award of the arbitrator.

7.44 Language and Law

The language of the contract and the law governing the contract shall be the English language and the laws of Kenya respectively unless otherwise stated.

7.45 Waiver

Any omission or failure by KPPF to exercise any of its rights or enforce any of the penalties arising from the obligations imposed on the Contractor shall in no way, manner or otherwise howsoever, alter, amend, prejudice, vary, waive or be deemed to alter, amend, prejudice, vary, waive or otherwise whatsoever any of KPPF's powers and rights as expressly provided in and as regards this contract.

7.46 Force Majeure

- 7.46.1 Force majeure means any circumstances beyond the control of the parties, including but not limited to:

a) war and other hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;

- b) ionizing radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosives or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;*
- c) rebellion, revolution, insurrection, military or usurped power & civil war;*
- d) riot, commotion or disorder except where solely restricted to employee's servants or agents of the parties;*
- e) un-navigable storm or tempest at sea.*

- 7.46.2 Notwithstanding the provisions of the contract, neither party shall be considered to be in default or in breach of its obligations under the Contract to the extent that performance of such obligations is prevented by any circumstances of force majeure which arise after the contract is entered into by the parties.
- 7.46.3 If either party considers that any circumstances of force majeure are occurring or have occurred which may affect performance of its obligations it shall promptly notify the other party and provide reasonable proof of such circumstances.
- 7.46.4 Upon the occurrence of any circumstances of force majeure, the Contractor shall endeavour to continue to perform its obligations under the contract so far as is reasonably practicable. The Contractor shall notify KPPF of the steps it proposes to take including any reasonable alternative means for performance, which is not prevented by force majeure. The Contractor shall not take any such steps unless directed so to do by KPPF.
- 7.46.5 If the Contractor incurs additional costs in complying with KPPF's directions under sub clause 7.23.4, then notwithstanding the provisions of the contract, the amount thereof shall be agreed upon with KPPF and added to the contract price.
- 7.46.6 If circumstances of force majeure have occurred and shall continue for a period of twenty-one (21) days then, notwithstanding that the Contractor may by reason thereof have been granted an extension of time for performance of the contract, either party shall be entitled to serve upon the other seven (7) days' notice to terminate the contract. If at the expiry of the period of twenty-eight (28) days, force majeure shall still continue, the contract shall terminate.

7.47 Patent Rights

The Supplier shall indemnify KPPF against all third party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods of any part thereof in KPPF's country.

7.48 Use of Contract Documents and Information

- 7.48.1 The Supplier shall not, without KPPF's prior written consent, disclose the contract, or any provision thereof or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of KPPF in connection therewith, to any person other than a person employed by the Supplier in the performance of the contract.
- 7.48.2 The Supplier shall not, without KPPF's prior written consent, make use of any document or information enumerated in clause 7.48.1 above.
- 7.48.3 Any document, other than the contract itself, enumerated in clause 7.48.1 shall remain the property of KPPF and shall be returned (including all copies) to KPPF on completion of the Supplier's performance under the contract if so required by KPPF.

7.49 Approval Before Manufacture

- 7.49.1 All technical details and design drawings for the items to be supplied shall be submitted by the Supplier to KPPF for approval before manufacture.
- 7.49.2 Should the Supplier fail to observe this condition of approval before manufacture, KPPF may decline to accept the goods/works, or the Supplier shall either replace them or make alterations necessary, but in any case, KPPF shall incur no liability howsoever.

7.50 Inspection and Tests

- 7.50.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
- 7.50.2 KPPF or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract specifications. KPPF shall notify the Supplier in writing in a timely manner, of the identity of any representative(s) retained for these purposes.
- 7.50.3 Where applicable, prior to the manufacture or production of the goods on order, KPPF reserves the right to inspect the manufacturing or production facility and the quality management system. The manufacturer or producer shall meet the cost of routine inspection while KPPF shall meet the cost of air travel to the nearest airport and accommodation of its nominated officers inspecting and witnessing tests.
- 7.50.4 It is the responsibility of the Supplier to confirm if this right is to be exercised. Such visit and or inspection shall in no way prejudice KPPF's rights and privileges.
- 7.50.5 Upon completion of manufacturing or production process, KPPF reserves the right to send its nominated officers to inspect the goods on order at the place of manufacture where inspection

and acceptance tests as per tender specifications shall be carried out in their presence. Tests shall be done in accordance with the test standard(s) given in the Technical Specification of the goods on order.

- 7.50.6 The manufacturer or producer shall meet the cost of tests as per tender specifications while KPPF shall meet the cost of air travel to the nearest airport and accommodation of its nominated officers inspecting and witnessing the tests.
- 7.50.7 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of production, manufacture, delivery and or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to KPPF. In all cases, the equipment used for tests must be validly calibrated by the national/international standards body and a copy of the calibration certificate(s) must be submitted with the test report(s).
- 7.50.8 Complete test report(s) for all the goods as per Tender Specifications shall be submitted to KPPF for approval before packaging and shipment. No material or goods shall be shipped or delivered without written approval from KPPF.
- 7.50.9 Should any inspected or tested goods fail to conform to the specifications, KPPF shall reject the goods/works, and the Supplier shall either replace the rejected goods or make alterations necessary to meet specification requirements free of cost to KPPF. The period for replacement or alterations together with delivery to KPPF shall be fourteen (14) days or as may otherwise be specified in the notice of rejection.
- 7.50.10 The Supplier shall collect the rejected goods within fourteen (14) days from the date of notification of rejection. If the rejected goods are not collected within this period, the goods will be disposed of by KPPF guided by the Disposal of Uncollected Goods Act, Chapter 38 of the Laws of Kenya.
- 7.50.11 Notwithstanding any previous inspection(s) and test(s) KPPF shall inspect and may test the goods upon arrival at the indicated site. Where KPPF inspects and rejects the goods after the goods arrival, KPPF shall claim from the Supplier any incidental costs incurred in relation thereof.
- 7.50.12 KPPF's right to inspect, test and where necessary, reject the goods after their arrival shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by KPPF or its representative(s) prior to the goods delivery.
- 7.50.13 For the avoidance of doubt, any acknowledgement by KPPF on the Supplier's or subcontractor's document shall not be conclusive proof or evidence of satisfactory delivery without duly authorized approval by KPPF.

7.50.14 Nothing in clause 7.50 shall in any way release the Supplier from any warranty or other obligations under this Contract.

7.51 Transportation

7.51.1 The Supplier shall be required to meet all transport expenses until delivery.

7.52 Insurance

7.52.1 The Supplier shall (except in respect to losses, injuries or damage resulting from any act or neglect of KPPF) indemnify and keep indemnified KPPF against all losses and claims for injuries or damage to any person or property whatsoever which may arise out of or in consequence of the contract and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.

7.53 Payment

7.53.1 Payments shall be made promptly by KPPF thirty (30) days from delivery and submission of invoice together with other required and related documents or as otherwise prescribed in the contract.

7.53.2 The credit period shall be thirty (30) days from satisfactory delivery and submission of invoice together with other required and related documents.

7.53.3 Upon satisfactory delivery and submission of invoice together with other required and related documents, KPPF shall pay for the works after the credit period.

7.53.4 Payment shall primarily be through Real Time Gross Settlement (RTGS) for local based suppliers or SWIFT for foreign based suppliers.

7.53.5 Suppliers who are to be paid through RTGS or SWIFT must ensure that they submit the following:

- a) Invoice containing the Bank's Name and Branch,
- b) Name/Title of Bank account,
- c) Bank account number
- d) SWIFT CODE, where applicable

7.53.6 Where applicable, a copy of a valid Performance Security, stamped, certified as authentic by KPPF, shall form part of the documents to be presented to KPPF before any payment is made.

7.53.7 The terms shall be strictly on Delivered and Duty Paid (DDP).

7.53.8 KPPF shall have the sole discretion to accept or decline any Supplier's payment request through Letters of Credit without giving any reason for such decline.

7.54 Interest

7.54.1 Interest payment by KPPF is inapplicable in the contract.

SECTION VIII – SPECIAL CONDITIONS OF CONTRACT

The Special Conditions of Contract *hereinafter abbreviated as SCC* shall form part of the Conditions of Contract. They are made in accordance with the law and KPPF's guidelines, practices, procedures and working circumstances. They shall amend, add to and vary the GCC. The clauses in this section need not therefore, be completed but must be completed by KPPF if any changes to the General Conditions of Contract (GCC) provisions are deemed necessary. Whenever there is a conflict between the GCC and SCC, the provisions of the SCC shall prevail over those in the GCC.

| CONDITIONS OF CONTRACT | CLAUSE | REQUIREMENT(S) |
|--|------------|--|
| Notice to Employer | | Employer's address; The Kenya Power Pension Fund, Stima Plaza Annex, Kolobot Road, Parklands, P.O Box 1548 – 00600, <u>Nairobi, Kenya</u> |
| The Name and identification number of the contract | Section I | LIFT INSTALLATIONS ON THE PROPOSED RESIDENTIAL APARTMENTS DEVELOPMENT ON PLOT LR. NO. 2/31/3 ALONG KIRICHWA ROAD, KILIMANI, NAIROBI - TENDER NO. KPPF/PROC/2-A/12/2020 |
| The project consist of | Section IV | Attached find Schedule of requirements – Section IV |
| Start Date | | To be decided by Employer |
| The number of days within which the contractor shall submit a revised program for the Works and a project charter after delivery of the Letter of Acceptance | | 14 days |
| Site Possession Date | | To be decided after award |
| Defects Liability Period and Correction of all Defects | | 6 (Six months) |
| The period between program updates (In days) | | 14 days |
| The proportion of payment to be retained (in Percent) and shall be released after Defects | | 5% |

| | | |
|---|--|---|
| Liability and submission of all required Drawings and/or manuals | | |
| The Price Adjustment Clause (Shall/shall not apply) | | Shall not apply |
| The liquidated damages for the whole of the works in Kshs (per week) | | 0.5% of the project cost |
| Maximum Limit of liquidated damages | | 10% of Contract Value |
| Performance Security (as a percentage of the Contract Price) | | 10% of Contract Value |
| Completion Period for the works (in weeks) | | As per accepted tender and may be varied during contract performance |
| The rate of exchange for calculation of foreign currency payments | | Not applicable in this tender. |
| Advance payment (Shall be granted) | | Tenderer to provide an advance payment bank guarantee |
| Time (in days) after which payment is to be made after submission of invoice together with other required and related documents | | 30 days |
| Time after which payment to be made after Final user acceptance signed by the Project Manager and date of receipt of Invoice. | | 30 days |

SECTION IX - STANDARD FORMS

- (i) Form of Tender
- (ii) Confidential Business Questionnaire
- (iii) Tender Security Form (Bank Guarantee)
- (iv) Tender Security Form (Letter of Credit)
- (v) Tender Security Form (Sacco Society, Micro Finance, Enterprise Fund)
- (vi) Declaration Form
- (vii) Letter of notification of award
- (viii) Letter of notification of regret
- (ix) Contract Agreement Form
- (x) Performance Security Form (Bank Guarantee)
- (xi) Letter of Acceptance
- (xii) Site Visit Form
- (xiii) Litigation Form
- (xiv) Details of Sub-Contractors

SECTION X - TENDER FORM

Date:

Tender No.

To:

The Kenya Power Pension Fund,
Stima Plaza Annex,
Kenya Power Pension Fund Offices
Kolobot Road, Parklands,
P.O Box 1548 – 00600,
Nairobi, Kenya.

Ladies and Gentlemen,

1. Having read, examined and understood the Tender Document including all Addenda, the receipt of which is hereby duly acknowledged, we, the undersigned Tenderer, offer construction services of *(the latter two where applicable)* *(insert works description)* in accordance and conformity with the said tender document for the sum of*(total tender amount inclusive of all taxes in words and figures)* or such sums as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver, install and commission the works within **(weeks)** from the date of possession of site or as may be extended by KPPF.
3. If our Tender is accepted, we will obtain the performance bank guarantee of a licensed commercial bank in Kenya in a sum equivalent to ten percent (10%) of the contract price for the due performance of the contract, in the form(s) prescribed by KPPF.
- 4.* We agree to abide by this Tender for a **period of.....days (Tenderer please indicate validity of your tender)** from the date fixed for tender opening as per the Tender Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall not constitute a contract, between us. The contract shall be formed between us when both parties duly sign the written contract.

6. We understand that you are not bound to accept any Tender you may receive.

Yours sincerely,

Name of Tenderer

Signature of duly authorised person signing the Tender

Name and Designation of duly authorised person signing the Tender

Stamp or Seal of Tenderer

***NOTES:**

1. KPPF requires a validity period of at least Two hundred and ten (210) days.
2. This form must be duly signed, stamped and/or sealed.

SECTION XI - CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

All Tenderers are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 2 (c), 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..... |
| Plot No.Street/ Road |
| Postal Address Postal Code |
| Tel No..... |
| Facsimile..... |
| Mobile and/ or CDMA No..... |
| E-mail:..... |
| Nature of your business |
| Registration Certificate No..... |
| Maximum value of business which you can handle at any time Kshs..... |
| Name of your Bankers Branch.... |
| *Names of Tenderer’s contact person(s) |
| Designation of the Tenderer’s contact person(s) |

Address, Tel, Fax and E-mail of the Tenderer's contact person(s)

.....
.....

Part 2 (a) Sole Proprietor

Your name in full

NationalityCountry of origin

*Citizenship details.....

Part 2 (b) Partnership

Give details of partners as follows: -

| Names | Nationality | *Citizenship Details | Shares |
|-------|-------------|----------------------|--------|
|-------|-------------|----------------------|--------|

1.....

2.....

3.....

4.....

5.....

Part 2 (c) Registered Company

Private or Public

State the nominal and issued capital of company-

Nominal Kshs.....

Issued Kshs.....

Give details of all directors as follows

| Name | Nationality | *Citizenship Details | Shares |
|------|-------------|----------------------|--------|
|------|-------------|----------------------|--------|

1.....

2.....

3.....

| |
|---|
| 4..... |
| 5..... |
| Name of duly authorized person to sign for and on behalf of the Tenderer |
| Designation of the duly authorized person..... |
| Signature of the duly authorized person..... |
| Stamp |

***NOTES TO THE TENDERERS ON THE QUESTIONNAIRE**

- a. It is compulsory to Attach Copy of CR12 with the confidential business questionnaire form*
- b. The address and contact person of the Tenderer provided above shall at all times be used for purposes of this tender.*
- c. If a Kenyan citizen, please indicate under "Citizenship Details" whether by birth, naturalization or registration. The details on this Form are essential and compulsory for all Tenderers. **Failure to provide all the information requested shall lead to the Tenderer's disqualification.***
- d. For foreign Tenderers please give the details of nominal and issued share capital in the currency of the country of origin of the Tenderer.*

SECTION XII A - TENDER SECURITY FORM – (BANK GUARANTEE)

(To Be Submitted on Bank’s Letterhead)

Date:

To:

The Kenya Power Pension Fund,
Stima Plaza Annex,
Kenya Power Pension Fund Offices
Kolobot Road, Parklands,
P.O Box 1548 – 00600,
Nairobi, Kenya.

WHEREAS (*name of the Tenderer*) (*hereinafter called “the Tenderer”*) has submitted its Tender dated for the supply, installation and commissioning of..... (*please insert KPPF tender no. and name*) (*hereinafter called “the Tender”*);

KNOW ALL PEOPLE by these presents that **WE**..... of having our registered office at..... (*hereinafter called “the Bank”*), are bound unto The Kenya Power Pension Fund (*hereinafter called “KPPF” which expression shall where the context so admits include its successors-in-title and assigns*) in the sum of for which payment, well and truly to be made to the said KPPF, the Bank binds itself, its successors, and assignees by these presents.

We undertake to pay you, upon your first written demand declaring the Tenderer to be in breach of the tender requirements and without cavil or argument, the entire sum of this guarantee being (*amount of guarantee*) as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

This guarantee is valid until theday of.....20.....

EITHER

SEALED with the)

COMMON SEAL)

of the said **BANK**) _____
 thisday) **BANK SEAL**
 of20....)
)
 in the presence of :-)
)
 _____)
)
 and in the presence of:-)
)
 _____)

OR

SIGNED by the **DULY AUTHORISED**
REPRESENTATIVE(S)/ ATTORNEY(S) of
 the **BANK**

 Name(s) and Designation of duly authorised representative(s)/ attorney(s) of the Bank

 Signature(s) of the duly authorised person(s)

NOTES TO TENDERERS AND BANKS

1. Please note that no material additions, deletions or alterations regarding the contents of this Form shall be made to the Tender Security to be furnished by the Tenderer. If any are made, the Tender Security shall not be accepted and shall be rejected by KPPF. For the avoidance of doubt, such rejection will be treated as non-submission of the Tender Security where such Security is required in the tender.

2. It is the responsibility of the Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPPF. The period for response shall not exceed three (3) days from the date of KPPF's query. Should there be no conclusive response by the Bank within this period, such Tenderer's Tender Security shall be deemed as invalid and the bid rejected.

3. The issuing bank should address its response or communication regarding the bond to KPPF at the following e-mail address – "cmbuiya@kppf.co.ke"

4. The Tender validity period is Two hundred and ten (210) days as set out in the Invitation to Tender (at Section I of the Tender document) or as otherwise may be extended by KPPF. Therefore the Tender Security must at all times be valid for at least 30 days beyond the tender validity period.

SECTION XII B - TENDER SECURITY FORM (SACCO SOCIETY, DEPOSIT TAKING MICRO FINANCE INSTITUTIONS, WOMEN ENTERPRISE FUND & YOUTH ENTERPRISE FUND)

(To Be Submitted On Institutions Letterhead)

Date:

To:

The Kenya Power Pension Fund,
Stima Plaza Annex,
Kenya Power Pension Fund Offices
Kolobot Road, Parklands,
P.O Box 1548 – 00600,
Nairobi, Kenya.

WHEREAS.....(hereinafter called “the Contractor”) has undertaken, in pursuance of your Tender Number.....(*reference number of the Tender*) and its Tender dated(*insert Contractor’s date of Tender taken from the Tender Form*) to supply(*description of the Works*) (hereinafter called “the Contract);

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with an Institution’s guarantee by an acceptable Institution for the sum specified therein as security for compliance of the Contractor’s performance obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor a Guarantee;

THEREFORE WE HEREBY AFFIRM that we are Guarantors and responsible to you, on behalf of the Contractor, up to a total of..... (*amount of the guarantee in words and figures*) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract and without cavil or argument, any sum or sums within the limits of
(*amount of guarantee*) as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....20....

EITHER

SEALED with the)

COMMON SEAL)

of the said **INSTITUTION**)

)

thisday)

INSTITUTION SEAL

)

of20....)

in the presence of :-)

)

_____)

)

and in the presence of:-)

)

_____)

OR

SIGNED by the **DULY AUTHORISED REPRESENTATIVE(S)/ ATTORNEY(S)** of the **INSTITUTION**

Name(s) and Designation of duly authorised representative(s)/ attorney(s) of the **Institution**.

Signature(s) of the duly authorised person(s)

NOTES TO SUPPLIERS AND INSTITUTIONS

1. *Please note that no material additions, deletions or alterations regarding the contents of this Form shall be made to the Tender Security to be furnished by the Tenderer. If any are made, the Tender Security shall not be accepted and shall be rejected by KPPF. For the avoidance of doubt, such rejection will be treated as non-submission of the Tender Security where such Security is required in the tender.*

2. *It is the responsibility of the Tenderer to sensitize its issuing institution on the need to respond directly and expeditiously to queries from KPPF. The period for response shall not exceed three (3) days from the date of KPPF's query. Should there be no conclusive response by the institution within this period, such Tenderer's Tender Security shall be deemed as invalid and the bid rejected.*

3. *The issuing institution should address its response or communication regarding the Tender Security to KPPF at the following e-mail address – "cmbuiya@kppf.co.ke"*

4. *The Tender validity period is Two hundred and ten (210) days as set out in the Invitation to Tender (at Section I of the Tender document) or as otherwise may be extended by KPPF. Therefore the Tender Security must at all times be valid for at least 30 days beyond the tender validity period.*

SECTION XIII - DECLARATION FORM

Date _____

To:

The Kenya Power Pension Fund,

P.O Box 1548 – 00600,

Stima Plaza Annex,

Kolobot Road, Parklands,

Nairobi,

KENYA.

Ladies and Gentlemen,

The Tenderer i.e. (full name and complete physical and postal address) _____

_____ declare the following: -

- a) That I/ We have not been debarred from participating in public procurement by anybody, institution or person.
- b) That I/ We have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement anywhere.
- c) That I/We or any director of the firm or company is not a person within the meaning of paragraph 3.2 of ITT (Eligible Tenderers) of the Instruction to Tenderers.
- d) That I/ We are not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- e) That I/We do hereby confirm that all the information given in this tender is accurate, factual and true to the best of our knowledge.

Yours sincerely,

Name of Tenderer

Signature of duly authorised person signing the Tender

Name and Designation of duly authorised person signing the Tender

Stamp or Seal of Tenderer

SECTION XIV– DRAFT LETTER OF NOTIFICATION OF AWARD

To:

(Name and full address of the Successful Tenderer)

Dear Sirs/ Madams,

RE: NOTIFICATION OF AWARD OF TENDER NO.

We refer to your Tender dated..... and are pleased to inform you that following evaluation, your Tender has been accepted as follows: -

.....
.....

This notification does not constitute a contract. The formal Contract Agreement, which is enclosed herewith shall be entered into upon expiry of fourteen (14) days from the date hereof pursuant to the provisions of the Public Procurement and Asset Disposal Act, 2015 *(or as may be amended from time to time or replaced)*.

Kindly sign, and seal the Contract Agreement. Further, initial and stamp on all pages of the documents forming the Contract that are forwarded to you with this letter. Thereafter return the signed and sealed Contract together with the documents to us within fourteen (14) days of the date hereof for our further action.

We take this opportunity to remind you to again note and strictly comply with the provisions as regards the Tender Security, Signing of Contract and Performance Security as stated in the Instructions to Tenderers.

We look forward to a cordial and mutually beneficial business relationship.

Yours faithfully,

FOR: THE KENYA POWER PENSION FUND

CEO & TRUST SECRETARY

Enclosures

SECTION XV – DRAFT LETTER OF NOTIFICATION OF REGRET

To: (Name and full address of the Unsuccessful Tenderer)

Date:

Dear Sirs/ Madams,

RE: NOTIFICATION OF REGRET IN RESPECT OF TENDER NO.

Pursuant to the provision under section 87(3) of the public procurement and asset disposal Act 2015 to notify you that following evaluation, your Tender is unsuccessful. It is therefore not accepted. The brief reasons are as follows: -

1.
2.
3. etc

he successful bidder was _____.

However, this notification does not reduce the validity period of your Tender Security. In this regard, we request you to relook at the provisions regarding the Tender Security, Signing of Contract and Performance Security as stated in the Instructions to Tenderers.

You may collect the tender security from our offices only after expiry of twenty-five (25) days from the date hereof

It is expected that by that time KPPF and the successful bidder will have entered into a contract pursuant to the Public Procurement and Asset Disposal Act, 2015 (*or as may be amended from time to time or replaced*). When collecting the Security, you will be required to produce the original or certified copy of this letter.

We thank you for the interest shown in participating in this tender and wish you well in all your future endeavours.

Yours faithfully,

FOR: THE KENYA POWER PENSION FUND

CEO & TRUST SECRETARY

SECTION XVI - CONTRACT AGREEMENT FORM

THIS AGREEMENT made this.....day of.....20.... **BETWEEN THE KENYA POWER & LIGHTING COMPANY PLC STAFF RETIREMENT BENEFITS SCHEME**, a retirement benefits fund licensed by Retirement Benefits Authority situated at Stima Plaza Annex, Kolobot Road, Parklands, Nairobi in the Republic of Kenya and of Post Office Box Number 1548-00600, Nairobi in the Republic aforesaid (*hereinafter referred to as the "KPPF"*) of the one part,

AND

..... (*Contractor's full name and principal place of business*) a duly registered entity according to the laws of..... (*state country*) and of Post Office Box Number/Physical Address (*full address physical and postal of Contractor*) in the Republic aforesaid, (*hereinafter referred to as the "Contractor"*) of the other part;

WHEREAS KPPF invited tenders for certain services, that is to say for Provision of under Tender Number.....

AND WHEREAS KPPF has accepted the Tender by the Contractor for the services in the sum of *include any payable taxes, duties and insurance where applicable e.g. Value Added Tax*) (*hereinafter called "the Contract Price"*).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract and the Tender Document.
2. Unless the context or express provision otherwise requires: -
 - a) reference to "this Agreement" includes its recitals, any schedules and documents mentioned hereunder and any reference to this Agreement or to any other document includes a reference to the other document as varied supplemented and or replaced in any manner from time to time.
 - b) any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made thereunder.
 - c) words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.

- d) words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression the "*Contractor*" the covenants, agreements obligations expressed to be made or performed by the Contractor shall be deemed to be made or performed by such persons jointly and severally.
- e) where there are two or more persons included in the expression the "*Contractor*" any act default or omission by the Contractor shall be deemed to be an act default or omission by any one or more of such persons.

3. In consideration of the payment to be made by KPPF to the Contractor as hereinbefore mentioned, the Contractor hereby covenants with KPPF to perform and provide the services and remedy any defects thereon in conformity in all respects with the provisions of the Contract.

4. KPPF hereby covenants to pay the Contractor in consideration of the proper performance and provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. The following documents shall constitute the Contract between KPPF and the Contractor and each shall be read and construed as an integral part of the Contract: -

- a. this Contract Agreement
- b. the Special Conditions of Contract as per the Tender Document
- c. the General Conditions of Contract as per the Tender Document
- d. the priced bill of quantities submitted by the Contractor and agreed upon with KPPF.
- e. the Specifications as per KPPF's Tender Document
- f. the Drawings
- g. the Delivery period
- h. KPPF's Notification of Award dated.....
- i. the Tender Form signed by the Contractor
- j. the Declaration Form signed by the Contractor/ successful Tenderer

6. In the event of any ambiguity or conflict between the contract documents listed above, the order of precedence shall be the order in which the contract documents are listed in 5 above except where otherwise mutually agreed in writing.

7. The Commencement Date shall be the working day immediately following the fulfilment of all the following: -

- a) Execution of this Contract Agreement by KPPF and the Contractor.
- b) Issuance of the Performance Bond by the Contractor and confirmation of its authenticity by KPPF.
- c) Issuance of the Official Order by KPPF to the Contractor.

8. The period of contract validity shall begin from the Commencement date and end sixty (60) days after the last date of the agreed performance schedule.

Provided that the expiry period of the Warranty shall be as prescribed and further provided that the Warranty shall survive the expiry of the contract.

9. It shall be the responsibility of the Contractor to ensure that its Performance Security is valid at all times during the period of contract validity and further is in the full amount as contracted.

10. Any amendment, change, addition, deletion or variation howsoever to this Contract shall only be valid and effective where expressed in writing and signed by both parties.

11. No failure or delay to exercise any power, right or remedy by KPPF shall operate as a waiver of that right, power or remedy and no single or partial exercise of any other right, power or remedy.

12. Notwithstanding proper completion of performance or parts thereof, all the provisions of this Contract shall continue in full force and effect to the extent that any of them remain to be implemented or performed unless otherwise expressly agreed upon by both parties.

13. Any notice required to be given in writing to any Party herein shall be deemed to have been sufficiently served, if where delivered personally, one day after such delivery; notices by electronic mail and facsimile shall be deemed to be served one day after the date of such transmission and delivery respectively, notices sent by post shall be deemed served seven (7) days after posting by registered post (*and proof of posting shall be proof of service*), notices sent by courier shall be

deemed served two (2) days after such receipt by the courier service for Local Suppliers and five (5) days for Foreign Suppliers.

14. For the purposes of Notices, the address of KPPF shall be Ag.CEO & Trust Secretary, Kenya Power Pension Fund, Ground Floor, Stima Plaza Annex, Kolobot Road, Post Office Box Number 1548–

00600, Nairobi, Kenya. The address for the Contractor shall be the Contractor's address as stated by it in the Confidential Business Questionnaire provided in the Tender Document.

IN WITNESS, whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya the day and year first above written.

SIGNED for and on behalf
of **KPPF**

CEO & TRUST SECRETARY

SEALED with the **COMMON SEAL**
of the **CONTRACTOR**
in the presence of:-

DIRECTOR

Affix Contractor's Seal here

DIRECTOR'S FULL NAMES

and in the presence of:-

DIRECTOR/ COMPANY SECRETARY

DIRECTOR/ COMPANY SECRETARY'S FULL NAMES

SECTION XVII - PERFORMANCE SECURITY FORM (BANK GUARANTEE)

(To Be Submitted on Bank’s Letterhead)

Date:

To:

The Kenya Power Pension Fund,
Stima Plaza Annex,
Kolobot Road, Parklands,
P.O Box 1548 – 00600,
Nairobi, Kenya.

WHEREAS..... (hereinafter called “the Supplier”) has undertaken, in pursuance of your Tender Number.....(*reference number of the Tender*) and its Tender dated(*insert Supplier’s date of Tender taken from the Tender Form*) to supply(*description of the goods*) (hereinafter called “the Contract);

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by an acceptable bank for the sum specified therein as security for compliance of the Supplier’s performance obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Supplier a guarantee;

THEREFORE, WE HEREBY AFFIRM that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total sum of..... (*amount of the guarantee in words and figures*) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of
(*amount of guarantee*) as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....20....

EITHER

SEALED with the)
COMMON SEAL)
of the said BANK)
)

thisday) _____
)

BANK SEAL

of20....)
in the presence of:-)

)
_____)
)

and in the presence of: -)
)
_____)

OR

SIGNED by the **DULY AUTHORISED**
REPRESENTATIVE(S)/ ATTORNEY(S) of
the **BANK**

Name(s) and Designation of duly authorised representative(s)/ attorney(s) of the Bank

Signature(s) of the duly authorised person(s)

NOTES TO SUPPLIERS AND BANKS

1. Please note that no material additions, deletions or alterations regarding the contents of this Form shall be made to the Performance Security Bond (the Bond) to be furnished by the successful Tenderer/ Supplier. If any are made, the Bond may not be accepted and shall be rejected by KPPF. For

the avoidance of doubt, such rejection will be treated as non-submission of the Bond where such Bond is required in the tender and Contract.

2. KPPF shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the Supplier to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPPF. The period for response shall not exceed five (5) days from the date of KPPF's query. Should there be no conclusive response by the Bank within this period, such Supplier's Performance Security may be deemed as invalid and the Contract nullified.

3. The issuing Bank should address its response or communication regarding the bond to KPPF at the following e-mail address – "cmbuiya@kppf.co.ke"

SECTION XVIII - PREVIOUS EXPERIENCE WITH SIMILAR WORK

(INFORMATION TO BE PROVIDED BY THE TENDERER)

Tenderer to provide **documentary proof** of having done works of a similar nature for the last five years

| No. | Description | Year | Customer Name & Contacts | Date of completion | Value of contract |
|------------|--------------------|-------------|-------------------------------------|---------------------------|--------------------------|
| | | 2016 | | | |
| | | 2015 | | | |
| | | 2014 | | | |
| | | 2013 | | | |
| | | 2012 | | | |

SECTION XIX - BILL OF QUANTITIES

In addition to the information and documentation in the Tender Document regarding the technical aspects of this tender, all Tenderers shall comply with the following -

The objectives of the Bills of Quantities are;

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

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

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

a. Preliminaries.

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

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

b. Work Items

- i. The items in the Bills of Quantities should be grouped into sections to distinguish between those parts of the Works which by nature, location, access, timing, or any other special characteristics may give rise to different methods of construction, or phasing of the Works, or considerations of cost. General items common to all parts of the Works may be grouped as a separate section in the Bill of Quantities.
- ii. Quantities should be computed net from the Drawings, unless directed otherwise in the Contract, and no allowance should be made for bulking, shrinkage or waste. Quantities should be rounded up or down where appropriate.
- iii. The following units of measurement and abbreviations are recommended for use.

| Unit | Abbreviation | Unit | Abbreviation |
|-----------------------|--------------|-------------------|--------------|
| cubic meter | M3 or cu m | millimeter | mm |
| hectare | ha | month | mon |
| hour | h | number | nr |
| kilogram | kg | square meter | m2 or sq m |
| lump sum | sum | square millimeter | mm2 or sq mm |
| meter | m | week | wk |
| metric ton (1,000 kg) | t | | |

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

c. Day work Schedule

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

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

d. Provisional Quantities and Sums

- i. Provision for quantity contingencies in any particular item or class of Work with a high expectation of quantity overrun should be made by entering specific "Provisional Quantities" or "Provisional Items" in the Bill of Quantities, and not by increasing the quantities for that item or class of Work beyond those of the Work normally expected to be required. To the extent not covered above, a general provision for physical contingencies (quantity overruns) should be made by including a "Provisional Sum" in the Summary of the Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a "Provisional Sum"

in the Summary of the Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises.

- ii. Provisional sums to cover specialized works normally carried out by Nominated Sub Contractors should be avoided and instead Bills of Quantities of the specialised Works should be included as a section of the main Bills of Quantities to be priced by the Main Contractor. The Main Contractor should be required to indicate the name (s) of the specialised firms he proposes to engage to carry out the specialized Works as his approved domestic sub-contractors. Only provisional sums to cover specialized Works by statutory authorities should be included in the Bills of Quantities.

(e) Summary

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

The bill of quantities is as attached;

SECTION XX – SITE VISIT FORM

CONFIRMATION OF PRE-BID SITE VISIT

Company/ Firm

Date of Visit.....

Name, position and signature of the Tenderer’s staff visiting the site.

Name:.....

Position.....

Signature.....

Tenderer’s Official Stamp.....

Site Visit conducted by Kenya Power Pension Fund Authorized Officer

Name

Signature.....

Stamp

NOTE: This form is to be completed at the date and time of the organized site visit/ pre bid meeting

SECTION XXI – DETAILS OF SUBCONTRACTORS

If the Bidder wishes to sublet any portions of the Works under any heading, he must give below details of the subcontractors he intends to employ for each portion.

Failure to comply with this requirement may invalidate the bid.

(1) Portion of Works to be sublet:
...

Full name of Subcontractor and address of head office:
.....
.....
.....
.....

Subcontractor’s experience of similar works carried out in the last 3 years with Contract value:

| | <u>Similar Works</u> | <u>Contract Value</u> |
|---|----------------------|-----------------------|
| 1 | | |
| 2 | | |
| 3 | | |

(2) Portion of Works to sublet:
.....

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

Sub-contractor’s experience of similar works carried out in the last 3 years with contract value:

| | <u>Similar Works</u> | <u>Contract Value</u> |
|---|----------------------|-----------------------|
| 1 | | |
| 2 | | |
| 3 | | |

.....

[Signature of Bidder)

(Date)

SECTION XXII- LETTER OF ACCEPTANCE

[letter-head paper of the Employer]

To: _____

[name of the Contractor]

[address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated _____
for the execution of _____

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

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

Authorized Signature

Name and Title of Signatory

SECTION XXIII- DISCLOSURE OF ANY LITIGATION ISSUES FORM

1. Statement of litigation history must be filled

* Tick against those attachments you have submitted. Additional attachments may be listed separately on the covering letter.

Form LIT: Pending Litigation (where applicable Each Bidder or member of a JV must fill in this form)

| Pending Litigation | | | |
|---|--------------------------|--|--|
| <input type="checkbox"/> No pending litigation <input type="checkbox"/> Pending litigation | | | |
| Year | Matter in Dispute | Value of Pending Claim in KSH. Equivalent | Value of Pending Claim as a Percentage of Net Worth |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Yours sincerely,

Name of Tenderer

Signature of duly authorised person signing the Tender

Name and Designation of duly authorised person signing the Tender

Stamp or Seal of Tenderer

SECTION XXIV – SUPPLIER EVALUATION FORM

| ASPECTS | RATING GUIDELINES | | | | PROCUREMENT SCORE | USER'S SCORE | COMMENTS | TOTALS |
|--|---|--------|---------------|-------|--------------------------|---------------------|-----------------|---------------|
| 1. COST OF SERVICE/WORKS | Did the contractor assist in or advise on ways of reducing the costs? | YES: 5 | PARTIAL Y:2.5 | NO: 0 | | | | |
| | Did the company vary agreed contract amount? | YES: 0 | - | NO: 5 | | | | 10 |
| 2.ON TIME DELIVERY OF WORKS OR SERVICE | Rate guidelines | | | | Procurement Score | User's Score | Comments | Totals |
| | Did the contractor perform work in compliance with contract terms and agreements? | YES: 8 | PARTIAL Y:4 | NO: 0 | | | | |
| | Was the contractor prompt and effective in correction of situations and conditions? | YES: 4 | PARTIAL Y:2 | NO: 0 | | | | |
| | Are you able to track service level agreements and determine duration of incidents from the contractor? | YES: 4 | PARTIAL Y:2 | NO: 0 | | | | |
| | | | | | | | | 16 |

| 3. QUALITY | Rating guidelines | | | | Procurement Score | User's Score | Comments | Totals |
|------------------|--|------------|----------------|--------|-------------------|--------------|----------|--------|
| | When performing their duties, was there - rework or returns caused by non conformance to quality? | NO:1 0 | PARTIAL Y:5 | YES: 0 | | | | |
| | Was the quality of service /material delivered equal to KPPF's minimum requirements? | YES: 10 | PARTIAL Y:5 | NO:0 | | | | |
| | | | | | | | | 20 |
| 4.RESPONSIVENESS | Rating guidelines | | | | Procurement Score | User's Score | Comments | Totals |
| | Was the contractor well responsive to information requests, issues, or problems that arose in the course of service? | YES: 6 | PARTIAL Y:3 | NO: 0 | | | | |
| | Was the contractor open to feedback on low quality of service levels and willing to act on this? | YES: 4 | PARTIAL Y:2 | NO: 0 | | | | |

| | | | | | | | | |
|--------------------------------|--|---------|-------------|--------------------------|---------------------|-----------------|---------------|----|
| | Is it easy to reach staff members of suppliers in case of a request or query? (are communication channels clear?) | YES: 4 | PARTIAL Y:2 | NO: 0 | | | | 14 |
| 6. CUSTOMER SUPPORT | Rating guidelines | | | Procurement Score | User's Score | Comments | Totals | |
| | Did the contractor offer effective customer support? | YES: 10 | PARTIAL Y:5 | NO: 0 | | | | |
| | In case of reported problems/issues, were there follow ups by the contractor to ensure the problem is fully resolved during support? | YES: 8 | PARTIAL Y:4 | NO: 0 | | | | |
| | | | | | | | | 18 |
| 7. COMMUNICATION SKILLS | Rating guidelines | | | Procurement Score | User's Score | Comments | Totals | |
| | Are you satisfied with the attitude, courtesy, and professionalism of this contractor's staff? Written or spoken? | YES: 4 | PARTIAL Y:2 | NO: 0 | | | | |

| | | | | | | | | | |
|---|---|-------------------|-------------|-------|--|---------------------|-----------------|---------------|-----------------|
| | Are the contractor's staff well equipped and skilled in handling requests / issues? Are you rotated too much among staff on an issue? | YES: 8 | PARTIAL Y:4 | NO: 0 | | | | | |
| | | | | | | | | | 12 |
| 8. VALUE ADD | Rating guidelines | | | | | User's Score | Comments | Totals | |
| | Did the contractor go over and above in optimizing service delivery process for effective services/works delivery? | YES: 5 | PARTIAL Y:5 | NO: 0 | | | | | |
| | | | | | | | | | 10 |
| Maximum Score | | | | | | | 100.0 | | 100.00 % |
| <p>User to summarize key performance issues for the contractor.</p> | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| Evaluation Done by: | Name | Department | Sign | | | Date | | | |
| | | | | | | | | | |

| | | | | |
|--|--|--|--|--|
| | | | | |
| | | | | |

SECTION XXV– DRAFT LETTER OF NOTIFICATION OF INTENT OF AWARD

To:

(Name and full address of the Successful Tenderer).....

Dear Sirs/ Madams,

RE: NOTIFICATION OF INTENT OF AWARD OF TENDER NO.

Pursuant to the provision under section 87 of the public procurement and asset disposal Act 2015 we refer to your tender dated we are pleased to inform you that following evaluation, we intend to award you a contract for the above mentioned subject to provision herein.

This notification of intent does not constitute a contract. The formal Contract Agreement and notification of award, shall be entered into pursuant to the provisions of the Public Procurement and Asset Disposal Act, 2015 *(or as may be amended from time to time, or replaced)*.

You are required to accept or reject this offer within a period of 14 days.

We take this opportunity to remind you to again note and strictly comply with the provisions as stated in the tender document.

Kenya Power Pension Fund is committed to best practices in quality management systems and supply chain management, attached please read carefully our Suppliers' Charter. We look forward to a cordial and mutually beneficial business relationship.

Yours faithfully,

FOR: THE KENYA POWER PENSION FUND

FOR: CEO & TRUST SECRETARY

SECTION XXVI LITIGATION FORM

Statement of litigation history must be duly filled

* Tick against those attachments you have submitted. Additional attachments may be listed separately on the covering letter.

Pending Litigation (where applicable Each Bidder or member of a JV must fill in this form)

| <input type="checkbox"/> No pending litigation <input type="checkbox"/> Pending litigation <input type="checkbox"/> Arbitration | | | |
|---|-------------------|---|---|
| Year | Matter in Dispute | Value of Pending Claim in KSH. Equivalent | Value of Pending Claim as a Percentage of Net Worth |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Yours sincerely,

Name of Tenderer

Signature of duly authorised person signing the Tender

Name and Designation of duly authorised person signing the Tender

Stamp or Seal of Tenderer

SECTION XXVII - MANUFACTURER’S AUTHORIZATION FORM

(To Be Submitted On Manufacturer’s Letterhead)

Date:
Tender No.

To:
The Kenya Power Pension Fund,
Stima Plaza Annex,
Kenya Power Pension Fund Offices
Kolobot Road, Parklands,
P.O Box 1548 – 00600,
Nairobi, Kenya.

WHEREAS WE(*name of the manufacturer*) who are established and reputable manufacturers of

(*name and description of the goods*) having factories at(*full address and physical location of factory(ies) where goods to be supplied are manufactured*) do hereby confirm that

(*name and address of Supplier*) is authorized by us to transact in the goods required against your Tender (*insert reference number and name of the Tender*) in respect of the above goods manufactured by us.

DATED THIS..... DAY OF.....20.....

Signature of duly authorised person for and on behalf of the Manufacturer.

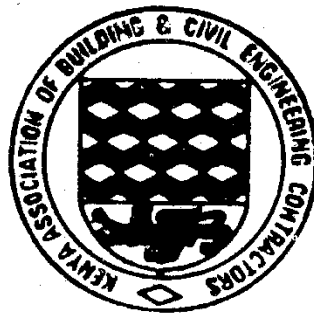
Name and Designation of duly authorised person signing on behalf of the Manufacturer

NOTES TO TENDERERS AND MANUFACTURERS

Only a competent person in the service of the Manufacturer should sign this letter of authority.

SUB-CONTRACT AGREEMENT **(KABCEC)**

**AGREEMENT AND CONDITIONS
OF SUB-CONTRACT FOR
BUILDING WORKS**



Published by:
**The Kenya Association of Building and
Civil Engineering Contractors**
with the sanction of:
The Joint Building Council, Kenya
and
The Architectural Association of Kenya

June 2002 Edition

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Contractors.

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ORIGINAL
embossed stamp

COUNTERPART
embossed stamp

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 Sub-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 administer the sub-contract in accordance with the main contract agreement. Where applicable reference to the Project Manager shall be deemed to include reference to the Engineer.

- 1.9 In the event 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-Contract through the Contractor.
- 1.10 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.
- 1.11 The terms defined in the main contract shall have the same meaning in this sub-contract as that assigned to them therein.
- 1.12 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 Project Manager 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 Project Manager 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 contract 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 in 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 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 30 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 30 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 30 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 five per cent (5%) 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 be 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 program, the main contract program 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 PROJECT MANAGERS INSTRUCTIONS

- 9.1** The Sub-Contractor shall forthwith comply with all the instructions issued to him by the Project manager, either directly or through the Contractor, in regard to any matter in respect of which the Project Manager is expressly empowered by the main contract conditions to issue instructions.
- 9.2** The manner of complying with or querying the validity of Project manager's instruction shall be as provided in clause 16.0 of the main contract. The Project manager 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 22.0 of the main contract.
- 10.2** The valuation of variations shall be made by the Quantity Surveyor in accordance with sub-clause 22.0 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 Project manager.
- 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 Project Manager and the Employer. Notwithstanding 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 in the main contract regulating the procurement, specification and quality assurance of materials, processes and workmanship and the requirements of clause 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 in 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 in of the main contract dealing with the 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 the main contract.

22.0 SUSPENSION OF WORKS

- 22.1 An instruction by the Project Manager 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 in 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. 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 Project Manager 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 Project Manager 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 a) Payment will be made through certificates direct to the subcontractor. All the subcontractors valuations claim must done through the main contractor and subsequently forwarded to the consultants . All payments will be less retention as specified in the Main Contract. No payment will become due until materials are delivered to site.
- b) In case, 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 Project Manager 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 Project Manager 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 Project Manager 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 Project Manager desires to secure final payment to the Sub-Contractor before final payment is due to the Contractor, the provisions of sub-clause 32.1 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 clauses in 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 in 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 the main contract condition of contract and after the Contractor has received the said payment as provided for in 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 Project Manager with supporting details showing the extent of delay caused or likely to be caused. Thereafter, the Project Manager 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 previously 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 Project Manager 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 Project Manager. 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 in 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 Project Manager, the project manager 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 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 in 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 Engineer 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 recover the same from 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 FLUCTATIONS

- 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 24.5 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 in 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 33.0 of the main contract, this sub-contract shall thereupon also terminate.
- 29.2 Upon termination, the sub-contractor shall cease 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 project manager
- 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 33.0 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 33.0 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 Project Manager 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 Project Manager 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 Project Manager 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 33.0 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 Project Manager 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 Project Manager 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 Project Manager 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 33 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 Project Manager 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 Project Manager 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 authorized by the main contract or the sub-contract,
- or
- 31.4.5. Any other matter left to the discretion of the Project Manager 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 Project Manager 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 project manager 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 Project Manager 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.

| 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. 100,000 /wk |

..

Signed by the said:

.....

.....

CONTRACTOR

SUB-CONTRACTOR

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

Modify Clause 28.4

This is a fixed price contract.

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 the 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, or 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

Authorised by Power of Attorney No.....

SECTION C

SUB-CONTRACT PRELIMINARIES

AND

GENERAL CONDITIONS

CONTRACT PRELIMINARIES AND GENERAL CONDITIONS

| <u>CLAUSE</u> | <u>DESCRIPTION</u> | <u>PAGE</u> |
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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 & fire detection 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 to 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 Sub-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 Sub-Contract Agreement

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

The Conditions of the Contract between the Main Contractor and the 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 direct to the subcontractor. All the subcontractors valuations claim must done through the main contractor and subsequently forwarded to the consultants . 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. The term **"Employer"** shall mean **Kenya Power Pension Fund**
- ii. The term **"Architect "** shall mean **Mutiso Menezes International**
- iii. The term **"Interior designer "** shall mean **Image 360 Designs Ltd**
- iv. The term **"Quantity Surveyor"** shall mean **Karkan partnership**

- v. The term **“Civil/Structural Engineers ”** shall mean **Otieno Odongo & Partners Engineer**
- vi. **Engineer:** The term **“Engineer”** shall mean **Norkun Intakes Ltd**
- vii. **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**
 - M** shall mean **Metre**
 - LS** shall mean **Lump Sum**
 - mm** shall mean **Millimetres**
 - No.** shall mean **Number**
 - Kg.** shall mean **Kilogramme**
 - KEBS** 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 Site Location

The site of the Sub-contract Works is situated **at Kilimani, Nairobi**

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 Sub-Contractor shall be required to phase his work in accordance with the Main contractor's program (or its revision). The program is to be agreed with the Main contractor.

1.08 Scope of Sub-Contract Works

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

1.09 Extent of the Sub-contractor's Duties

At the commencement of the works, the Sub-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 Sub-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 Sub-contractor from supplying the specified materials and equipment in time.

Materials supplied by others for installation and/or connection by the Subcontractor 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 Sub-contractor shall be responsible for verifying all dimensions relative to his work by actual measurements taken on site.

The Sub-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 as B.S. and C.P. respectively).
- c) This Specification.
- 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 to be read and construed together.

1.11 Validity of Tender

The tender shall remain valid for acceptance within 210 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 Sub-contract

Unless specifically stated in the documents or the invitation to tender, this is a firm-price Contract and the Sub-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 Sub-contract Works shall be carried out until receipt by the Sub-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 Project Manager or 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 Project Manager 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 Sub-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 Sub-contract documents.

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

The whole or any part of these sums utilized by the Sub-contractor shall be deducted from the value of the Sub-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 from the commercial bank licensed by Central Bank Kenya only who will be willing to be bound to the Main Contractor for an amount equal **to 10 %** of the Sub-contract amount as per the Main Contract condition of contract.

1.16 Government Legislation and Regulations

The Sub-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 Sub-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 Sub-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 Sub-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 Main 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: All these services utilized shall be paid for by the Main Contractor. The Sub-contractor shall, however, allow for additional connections/extensions required for his purposes.
- c) Fixing of anchorage and pipe supports in the shuttering, except that all anchorage shall be Supplied by the Sub-contractor who shall also supply the Main Contractor with fully dimensioned drawings detailing the exact locations

- d)
 - i) Provision of scaffolding, cranes, etc. but only in so far as it is required for the Main Contract Works. It shall be the Sub-contractor's responsibility to liaise with the Main Contractor to ensure that there is maximum co-operation with other Sub-contractors in the use of scaffolding, cranes, etc.
 - ii) Any specialist scaffolding, cranes, etc. by the Sub-contractor for his own exclusive use shall be paid for by the Sub-contractor.

1.20 Suppliers

The Sub-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 Sub-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 Sub-contractor shall deal direct with the Employer or Engineer, it shall mean "through the Contractor" 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 Sub-contractor but the value thereof shall be deducted from the Sub-contract Sum and the value of the work ordered by the Engineer and executed there under shall be measured and valued by the Engineer in accordance with the conditions of the Sub-contract.

All work liable to adjustment under this Sub-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 Sub-contractor shall give notice to the Quantity Surveyor or Engineer to carry out measurements before covering up. If the Sub-contractor shall make default in these respects he shall, if the Project Manager so directs, uncover the work to enable the necessary measurements to be taken and afterwards reinstate at his own expense.

1.24 Sub-contractor's Office in Kenya

The Sub-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 Sub-contract Works.

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

It shall be the Sub-contractor's responsibility to procure work permits, entry permits, licenses, registration, etc., in respect of all expatriate staff.

The Sub-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 Sub-contract Works or otherwise.

1.25 Builder's Work

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

The Sub-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 not constitute builder's work and shall be provided and installed by the Sub-contractor unless stated hereinafter to the contrary.

1.26 Structural Provision for the Works

Preliminary major structural provision has been made for the Sub-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 Sub-contractor stated otherwise when submitting his tender.

Any major structural provision or alteration to major structural provisions required by the Sub-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 work of the Main Contractor.

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 siting 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 Sub-contractor or the Main Contractor.

Services throughout 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 Sub-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 Sub-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 Sub-contractor shall satisfy himself to the correctness of the connections he makes to all items of equipment supplied under the Sub-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 Sub-contractor shall carry out such tests of the Sub-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 (Sub-contractor's own preliminary and proving tests excepted).

It will be deemed that the Sub-contractor has included in the Sub-contract Sum for the costs of all fuel, power, water and the like, for testing and commissioning as required as part of the Sub-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 Sub-contractor shall commission the Sub-contract Works and provide attendance during the commissioning of all services, plant and apparatus connected under the Sub-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 Sub-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 Sub-contract Works.

1.30 Identification of Plant Components

The Sub-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 Sub-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 Sub-contractor shall prepare such Working Drawings as may be necessary. The Working Drawings shall be complete in such detail not only that the Sub-contract Works can be executed on site but also that the Engineer can approve the Sub-contractor's proposals, detailed designs and intentions in the execution of the Sub-contract Works.

If the Sub-contractor requires any further instructions, details, Contract Drawings or information drawings to enable him to prepare his Working Drawings or proposals, the Sub-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 Sub-contractor to ensure that the installations shown on the Working Drawings have been cleared with the Main Contractor and any other Sub-contractors whose installations and works might be affected.

If the Sub-contractor submits his Working Drawings to the Engineer without first liaising and obtaining clearance for his installations from the Main Contractor 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, the Main Contractor's 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 Sub-contractor shall include but not be restricted to the following:

- a) Any drawings required by the Main Contractor, or 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 & fire detection 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 Sub-contractor indicating approval or amendment therein.

Six copies of the approved Working Drawings shall be given to the Main Contractor 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 Sub-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 Sub-contractor shall ensure that the Working Drawings are submitted to the Project Manager 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 Sub-contractor of his obligation to complete the Sub-contract Works within the agreed Contract Period and in a manner that would receive the approval of the Architect.

1.33 Record Drawings (As Installed) and Instructions

During the execution of the Sub-contract Works the Sub-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 Sub-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 Sub-contractor as a correct record of the installation of the Sub-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 Sub-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 Sub-contract Works and shall contain no spurious or irrelevant information.

Marked-up drawings of the installation of the Sub-contract Works shall be kept to date and completed by the date of practical or section completion. Two copies of the Record Drawings of Sub-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 Sub-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 & fire detection reticulation as may be requested by the Engineer providing that the charts, diagrams, etc., relate to installations forming part of the Sub-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 Sub-contractor's obligations referred to above, if the Sub-contractor fails to produce to the Engineer's approval, either:-

- a) The Marked-up Drawings during the execution of the Sub-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 Sub-contractor.

1.34 Maintenance Manual

Upon Practical Completion of the Sub-contract Works, the Sub-contractor shall furnish the Engineer four copies of a Maintenance Manual relating to the installation forming part of all of the Sub-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 Sub-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 Sub-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 Sub-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 Sub-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 Sub-contract Works shall be considered complete and the Maintenance and Defects Liability Period shall commence only when the Sub-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, provided always that the handing over of the Sub-contract Works shall be coincident with the handing over of the Main Contract Works.

The procedure to be followed will be as follows:

- a) On the completion of the Sub-contract Works to the satisfaction of the Engineer and the Employer, the Sub-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 Sub-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 Sub-contractor allowed for all protective and finish painting in the Sub-contract Sum for the Sub-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 Sub-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 Sub-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 Sub-contractor's own risk and should the test certificate not be approved new tests may be ordered by the Engineer at the Sub-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 Sub-contract Works installation as described hereinafter to the satisfaction of the Engineer.

1.40 Labour Camps

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

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

If practicable, W.C. accommodation shall be allocated for the sole use of the Sub-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

Space for storage will be provided by the Main contractor but the sub-contractor will be responsible for provision of any lock-up sheds or stores required.

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 sub-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 sub-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 sub-contractor shall allow in the sub-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 sub-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 1.42 (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 sub-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 Main Contractor. The Sub-contractor shall be liable for the cost of any water or electric current used and for any installation provided especially for their own use by the Main Contractor.

1.46 Protection

The sub-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 completion of the Main Contract as certified by the Engineer.

1.48 Damages for Delay

Liquidated and Ascertained damages as stated in the Main Contract Agreement will be claimed against the Main Contract for any unauthorised delay in completion. The Sub-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 sub-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 sub-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 sub-contractor shall in respect of all persons employed anywhere by him in the execution of the sub-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 sub-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 sub-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 Sub-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 sub-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 Sub-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 Sub-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 the Main 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 APPENDIX TO SUB-CONTRACT CONDITIONS

1. ADD TO CLAUSE 1.17

Prices quoted shall include **14 % VAT**

In accordance with current Government policy, the **3% Withholding Tax** and **6% advance V.A.T** shall be deducted from all payments made to the sub-contractor, and the same shall subsequently be forwarded to the Kenya Revenue Authority (KRA). The applicable taxes shall be varied according to the Act and Regulations in force.

PARTICULAR SPECIFICATIONS - LIFTS INSTALLATION

1. SCOPE

The Contractor shall supply and Install. the works.

The Contractor shall be responsible for the supply, delivery, installation, connection, testing and setting to work of the entire Lift system in accordance with the Contract Documents.

The Contractor shall provide all the necessary tools, skilled and un-skilled labour to comply and complete in accordance with the main contractor's works program.

2. STANDARDS & CODES

The Lift shall follow the EN81 Standard as a minimum for the lift installations (or latest where applicable) i.e. incorporating:

- 2.1 **EN81-20/50:2017** - Safety rules for the construction and installation of lifts. Electric lifts.
- 2.2 **EN 12015:1998** - Electromagnetic compatibility. Product family standard for lifts, escalators and passenger conveyors. Emission.
- 2.3 **EN 12016:2004** - Electromagnetic compatibility. Product family standard for lifts, escalators and moving walks. Immunity.
- 2.4 **EN81-70** - Safety rules for the construction and installation of lifts. Particular applications for passenger and goods passenger lifts. Accessibility to lifts for persons including persons with disability.
- 2.5 **EN81-72** - Safety rules for the construction and installation of Firefighters lift.
- 2.6 **EN81-58** - Safety Rules for construction and installation of lifts -Examination and tests Part 58: Landing doors fire resistance test.
- 2.7 **EN81-73** - Behavior of Elevators in event of fire.

The Lift shall also follow the following Directives and Regulations

- 2.8 Lift Directive (2014/33/AB)
- 2.9 Regulation on Elevator Maintenance and Management
- 2.10 Regulation on the Fire Protection of Buildings.

The Lifts shall also comply with the latest KEBS & Other Government standards as stipulated.

3. GENERAL PROVISION

The lifts shall be of the traction type and shall serve floors as indicated in Schedules & Specifications.

The Lifts shall be installed to serve all the floors the shaft exists but configured such that particular groups shall be serving specific floors.

4. ENVIRONMENTAL CONDITIONS

- 4.1 The lifts shall operate in a stand-by mode during off-peak and idle periods. For example, the power side of the lift controller and other auxiliary equipment such as lift car lighting and ventilation fan switch shall be off when the lift is not in motion
- 4.2 Minimum heat dissipation due to the energy consumption shall be provided
- 4.3 Drive System shall have:
 - 4.3.1 THD shall be $\leq 3\%$
 - 4.3.2 Line impedance shall be $< 50\text{m Ohm}$
- 4.4 Traction sheave ropes shall have large diameter to increase life time.
- 4.5 Amount of epoxy resin for stator winding shall be reduced.
- 4.6 Steel for balancing weight of traction sheave shall be provided.
- 4.7 MRL technology shall be used for elevators below 2.5m/s.
- 4.8 Regenerative drive technology shall be used for elevators with a speed of above 4m/s
- 4.9 All elevators traction machines shall not need lubrication.
- 4.10 Gearless drive system with frequency controller shall enable direct power transfer for highly efficient energy usage.
- 4.11 Major parts should be made of steel and cast iron. Therefore;
 - 4.11.1 DC-commuter carbon brushes shall not be used.
 - 4.11.2 Oil shall not be used.
 - 4.11.3 Brake lining shall be free of any harmful material.

THE PLANT

5. LIFTS SPECIFIC DETAILS

The lift specific details shall be as summarized in “**SCHEDULE No. 1**” The bidder is to follow the guideline from the schedule and confirm by filling in the section to be filled by the bidder as a confirmation on the same.

6. TYPE

The lifts shall be electric and must comply with the current edition of the EN Standards safety standards code.

The lifting machine shall be electronically controlled via AC variable voltage, variable frequency, geared machine designed to give fully regulated direct landing approach, with motor, brake and driving sheave assembled on a steel bedplate.

The motor shall be particularly designed for general purpose duties with high starting torque and low starting current.

Sound reducing material shall be installed under the machine and suitable beams shall be provided for mounting the machine above the lift shaft in the machine room at the roof top.

The bidder must provide for a steel structure for both cars and counter weight guide rails.

7. TRAVEL HEIGHTS & LEVELS SERVED

The lift(s) travel height and Levels is as summarized in “**SCHEDULE No. 2**” The bidder is to follow the guideline from the schedule

8. CONTROL (MICROPROCESSOR BASED)

Lift Shall have Microprocessor based controls i.e. individual control, jerk less type with automatic leveling facilities.

NOTE: The Bidder shall submit a brief summary of how their microprocessor shall behave, and shall be called upon to demonstrate at the time of commissioning of the lift that the system behaves as described below.

9. BMS

The lift must be compatible with the Building Management System (BMS) by use of the BACNET IP protocol unless otherwise specified in the schedules. Both the software and hardware necessary for this MUST be supplied with the lift.

Where a different protocol is provided the cost of equipment must include the cost of providing the necessary gateway to convert to BACNET IP protocol with provisions for connection with the existing system in the building included in the costing.

10. MODE OF OPERATION

The lift Mode of Operation shall be as follows:

10.1 Group Car Supervisory

The operation of the lifts shall be capable of group car supervisory full collective with Microprocessor programming unless specifically stated otherwise in schedule No.1 on lift Specific details.

10.2 Time Traffic Monitoring

During morning, mid-day and evening peak times, the computer system shall monitor and analyze all car and hall calls and instantly assign the car to suit an unlimited number of varying passenger traffic patterns created during peak and non-peak periods.

10.3 Traffic Conditions assignment

The system shall respond to traffic conditions and modify its assignment procedures to operate in the following modes.

a) Light/Intermittent/Up-Peak/Down Peak

In the "Light" mode, the car is parked in predetermined zones of the building. The car will park at the main floor car park with its doors open.

b) Intermittent Peak

In the "Intermittent" mode, the car will have split zones at the half-way point with the car serving the floors to which it is closest. Once a car is committed to travel in one direction it will become "Low bidder" for calls ahead, but "High bidder" for calls behind. Hall calls will be assigned to the lowest bidder.

The car will complete service in one direction before reversing and is permitted to reverse at the highest or lowest call. Cars will return to unoccupied parking zones when idle.

c) Down Peak

The "Down-Peak" condition will be detected by monitoring the number of down hall calls, down boarding rates and down lobby arrival loadings. Under down peak traffic, hall calls are grouped in the sequence of registration and assigned to be served in this sequence, and approximate "first-in/first-out" pattern.

d) Up-Peak

The "Up-peak" mode is initiated when the car leaves the main floor in the up-direction with loadings above predetermined level increasing. Cars are permitted to depart from the main floor without predetermined timing.

e) Non-Peak

A "Non-Peak" Situation is recognized when both Up-Peak and Down -Peak conditions are detected. The car sent to the lobby to serve incoming traffic will be reduced compared to pure "Up -Peak" and no limitations will apply to service for downfalls

10.4 Priority Assignment

The simplex supervisory system shall give priority to service designated floors where heavier traffic can be anticipated. The free car will park at these floors in anticipation of passenger requirements. The ground floor shall be regarded as the first priority floor but any floor experiencing a sudden high demand shall immediately be temporarily assigned as a priority floor.

10.5 Car Reservation

A reservation control arrangement shall be provided for each car by means of a key Switch in the car operating panel. By operating this key, a car can be removed from Ground control and be operated by an attendant. When on reservation control, the car shall respond to a car button only.

10.6 Car Hold Time delay

A time delay shall hold the car for an adjustable interval of a few seconds at the landings at which stops are made to enable passengers to enter or leave the car. Pressure of a car button for another landing before this time elapse shall cause the car to start, provided the car door and landing doors are closed.

10.7 Bypass Switch

The lift shall be provided with automatic by-pass device to prevent unnecessary stops when the car is full.

10.8 Safety Controller

The car shall be fitted with a lift system Controller / or safe landing device which shall stop the car and move it to the ground floor landing and open the car doors in case any of any of the safety devices failing to operate or power fails.

The controller must also stop the car whenever excessive descending or ascending speed is attained by cutting off power to the motor and activation of the brake. It shall also be able to bring the car to a stop at the upper ground floor landings independent of the regular operating device in the car.

Final limit switches shall be provided in the hoist way, operated by the car and arranged to stop the car, by cutting off power to the motor, and prevent normal stopping device.

The power packs to the Controller shall be provided with mains charging units which shall maintain them at peak power continually.

10.9 Maintenance Direction Controls

To facilitate inspection, a manually operated switch on the controller connected to "UP" and "Down" directions buttons exposed on the top of the car shall be provided. The switch shall permit the car to be operated at slow speed from the top respond to any calls.

10.10 Self Levelling Controls

The lift shall be provided with a self-leveling/landing feature that will automatically bring the car to the floor landings. The device shall be entirely automatic and independent of the operating device, and shall correct for over-travel or under-travel and rope stretch. The car shall also be maintained approximately level (within 6mm) with the landing, irrespective of load.

10.11 Manual Controls

Provision shall be made for moving the car manually to the nearest landing in case of total failure of lift controller device or in an event of power outage.

11. EMERGENCY LANDING DEVICE

All lifts shall be incorporated with an Automatic Transient safe landing device to stop the lift & move it to the next landing in event of a fault or power outage. The Elevator Emergency Landing Device shall only be in operation during an event of a power failure or blackouts occurring in a building.

Upon power failure, the elevator shall automatically move and stop at the nearest floor using a rechargeable battery (or uninterruptible power supply, UPS), and the doors open to ensure passenger safety.

12. AIR PRESSURE MITIGATION

All lifts above 3m/s (Both Car & Hoist way) shall be incorporated with designs to reduce Air Pressure Effects i.e. Air pressure designed to have release holes.

CAR CONTROLS & INDICATORS

13. CAR OPERATING PANEL (COP)

An operating panel shall be fitted into each lift car. The panel shall be mounted flush with the car wall finish and shall be housed in a metal case fitted with silver anodized or a stainless steel case.

The COP shall include paraplegic facilities i.e.:

- i. All call buttons shall include instructions in Braille for the visually impaired
- ii. Panel shall be at a height where it can be operated from a wheelchair
- iii. Panel shall be incorporated with voice command for the visually impaired
- iv. Panel shall have incorporated visual graphics for the hearing impaired

The COP shall comprise of: -

- (a) A series of electronic touch buttons corresponding to the landings served. Each button shall illuminate to show the floor for which a car dispatch call is registered.
- (b) Switches for fan and lights.
- (c) Door OPEN button
- (d) Door CLOSE button
- (e) Overload indicator
- (f) Alarm button connected to a battery powered intercom systems
- (g) Intercom system
- (h) Car lights must be off when the lift is at standstill
- (i) Key switches to control;
 - Fire master Control
 - Independent service

As stated in the "CONTROL (MICROPROCESSOR BASED)" section above, the lift must be BMS compatible and ready. Both the software and hardware necessary for this must be supplied with the lift.

14. CAR POSITION AND DIRECTION INDICATOR

A self-illuminated car position and direction indicator housed in a steel case, shall be mounted in the car door header and fitted with stainless steel cover plate. It shall be fitted at such an angle that it is easily visible and legible to any passenger in a full cabin. The display digits shall have a minimum height of 40 mm.

A similar direction indicator shall be mounted above each of the landing doors.

The lift to include voice synthesizers to give audible voice prompts giving the direction of travel, the opening and closing of doors and any other information useful to a visually impaired person.

15. LANDING CALL BUTTONS

At each landing, one stainless steel flush-mounted panel, with a set of electronic touch buttons each for "Up" and "Down" shall be provided, having both visual and brailled signage. The buttons must light up when a call

is registered. Direction arrow lights to be incorporated in all landing button plates, arranged so that when a button is pressed the corresponding arrow will illuminate indicating the direction of the call which is registered.

LIFT DOORS (CAR & LANDING)

16. LANDING & CAR DOORS TYPE

The doors shall be fully automatic two panels, center opening high speed sliding doors unless otherwise stated in the schedules

17. DOOR OPERATOR (CAR AND LANDING)

The Door Operator shall comprise of the following features:

- (a) An electric door operator shall be provided to open simultaneously the car and landing doors when the car is approximately 200mm from a landing. The operator shall be self-contained computer compatible electronic controlled drive system capable of communicating with the lift microprocessor equipment and passenger sensors and independently execute the opening and closing commands door. It shall have programmed closing and opening doors speeds that shall be traffic dependent. Highest door speeds shall be used during intensive peak traffic. Thus the opening, closing and dwell times shall be fully adjustable for speed and time.
- (b) The door dwell time shall be automatically reduced to approximately one second when a car floor button is pressed; also when a passenger leaves the car at his destination even when no incoming passenger presses a new car floor button.
- (c) Emergency key provision shall be made to open doors to all landings from outside the hoist way. It shall also be possible to open the doors manually from within the car, provided the car is within the landing zone.
- (d) An electronic contact for the lift car door shall be provided which shall prevent the lift movement away from the landing unless the car and landing doors are in the closed position. The landing door shall be equipped with a positive electro-mechanical interlock and auxiliary door closing device so that the lift can be operated only after the interlock circuit is established.
- (e) Should the load on the car exceed the maximum load, the car and landing doors shall not close, and an audible alarm shall be sounded.
- (f) The doors shall open automatically while the car is leveling at the respective landing. The doors shall automatically close after programmable traffic dependent time interval has elapsed; but momentary pressure on the "Door Open" button installed in the car shall reverse the motion and re-open the doors and reset the time interval.
- (g) The car landing door leading edge shall be provided with protective electronic sensing device extending the full height and projecting beyond the front edge of the door. This device shall be so arranged that, should it sense a person or any obstruction in its path while the doors are closing, it shall automatically cause both the car and the landing door to return to open position. The zone of protection shall be at least 100 mm in advance of the car and landing door edges.
- (h) Each car shall be equipped with sensor detecting passenger movements on the landing in front of the car, also when the car door is only partly open.
- (i) To prevent accidents when passengers intentionally put their hands between the doors to cause re-openings at least one detector shall cover the whole door area and remain active until the door is fully closed. The passenger detector and the electronic safety edge shall complement each other in such a way that should one fail, the other alone will assure a safe and comfortable door operation.

- (j) In intensive traffic situations when the lift stops for car call only and the probability exists that only one or a few of the passengers will leave the car, the doors shall be capable of partial opening to provide for faster operation and optimum use of transportation capacity. Partial opening to be at least 800mm.
- (k) There shall be an invisible frequency source (e.g. infra-red rays) arrangement projecting a beam of electromagnetic waves across the lift car entrance. After a stop is made, the door shall remain open, as stated above, for a predetermined interval which should be adjustable, unless closing is initiated sooner by the interruption and re-establishment of the beam. The doors shall be prevented from closing as long as either beam is interrupted or the car door protective device is actuated, except as provided below.
- (l) If, while the doors are closing either electromagnetic wave beam is interrupted by a passenger entering or leaving the car, or the car door protective device is actuated, the doors shall stop and re-open, after which the doors shall again start to close.
- (m) The lift shall be fitted with an audible sounder that shall be triggered as and when the car and landing doors commence to swing open at a landing stop.
- (n) Nudging - If the doors are held open for a predetermined time (15 to 20 seconds; adjustable) by interrupting the light rays/detector "site", or by holding the door, or by pressing the door open button, a buzzer will sound and the doors shall start to close at a gentle slow speed.

18. LANDING DOORS & ARCHITRAVES

18.1 Doors

The doors shall be programmable high speed center opening as described above and shall have at least half an hour fire resistance. Copies of fire test certificate shall be submitted for the Engineer's approval prior to the installation of the doors.

The doors finishes shall be as per "Schedule No. 8"

The door shall have a suitable lining shall be used to avoid metallic ring all joints shall be reinforced, welded and finished flush and, where necessary, be reinforced to take hangers, closers hooks etc.

The doors shall be fitted with rubber bumpers at the back to avoid banging on the door frame when the door is fully open.

The door frames shall combine cabinets' jambs and strips, still tract hanger housing and smooth running of doors. Non-slip treads shall be provided where necessary.

On site, the architrave and landing doors shall be painted by at least three coats of high quality gloss paint of an approved color if required.

The sills shall have metallic self-cleansing groove to receive the door guides rubbing between guides and sill groove and shall be at minimum to ensure smooth and quiet operation.

The clearance between the car and landing sill shall be 20 mm maximum.

18.2 Architraves

Architraves shall be supplied for all lifts, and shall be imported together with the lifts unless specifically stated otherwise in the schedules attached to this document.

Locally manufactured architraves SHALL NOT BE acceptable.

Architrave finishes shall be as per “**Schedule No. 3**”

Architraves shall be pressed to shape, and made integral to suit the full wall thickness and shall be subjected to approval by the Engineer.

18.3 Landing Door Installations

Each landing door shall be equipped with main and emergency electro-mechanical interlocks operated by a retiring cam or other approved device on the car which shall prevent the car moving away from the landing unless all doors are in closed position.

The interlocks shall also prevent the opening of any landing door until the car has reached the landing.

19. CAR DOORS

The doors shall be two speed electrically controlled A.C. motor driven center opening doors.

The door shall be fully automatic, power operated and cushioned so as to prevent slamming at the limits of movements.

The doors shall be of the hollow metal type pressed to shape and rolled so that it does not give sharp edges to AISI 304 or as specified in the in the car finishes and fittings schedule.

The door shall have a suitable lining shall be used to avoid metallic ring. All joints shall be reinforced, welded and finished flush and where necessary shall be reinforced to take hangers, closers, hooks, etc.

CAR INSTALLATIONS

20. CAR FRAME

The car frame supporting the car platform and car superstructure shall be made of heavy duty solid structural steel designed for general purpose elevator, and shall be fitted with guides and safety devices mounted underneath the car platform. The steel shall be zinc coated at the factory. The car frame shall be braced and gusseted to relieve the car superstructure of strain. Application of the safety gear or uneven loading of the car shall not deform the car frame.

21. CAR FINISHES & FITTINGS

The car finishes are as summarized in “**SCHEDULE No. 3**”.

The bidder is to follow the guideline from the schedule and confirm by filling in the section to be filled by the bidder on the same or an equivalent to what is specified.

The following is a guideline on the same.

21.1 General

The car shall be constructed from pressed sheet steel. The methods of construction and strength of the lift cars and the door panels shall comply with B.S. 2655; part 1: 1970 and current amendments. The top of the car shall be covered in the sheet steel capable of withstanding a load of 37kg per square meter of surface

21.2 Skirting

The car should have a skirting provided around the inside perimeter of the cars as specified in “Schedule No.8”

21.3 Hand Rail

A hand rail shall be provided inside the car at a height of 975 mm as specified in “Schedule No.8”

21.4 Floor Covering

A floor covering shall be provided in the car as specified in “Schedule No. 8”. The material used should be Non-slip.

The color and type of finish should be approved by the Engineers/Architects before ordering.

21.5 Ventilation

Ventilation shall be adequate, indirect and free from draughts an extract fan shall be provided which shall have sleeve bearings and be quiet in operation. The fan must be multi directional and super silent.

Ventilation openings in the car itself particularly in the upper portion shall not render the extract fan ineffective in providing forced ventilation of the car.

21.6 Car Interior Lighting

Appropriate car lighting should be provided to give the required illumination levels inside the car.

Car lighting shall be >60Lumens per Watt.

All lighting shall be of LED or energy saving as per “Schedule No. 8”

Light fittings shall be installed in the false ceiling of the car.

21.7 Car Emergency Lighting

In addition, the car should contain at least 2 No. self-charging non-maintained emergency lighting fitting with a minimum of 3-hour autonomy which shall be installed at the roof of the car. The light shall automatically light in the event of the power failure.

22. TOP OF CAR ACCESSORIES

- a) The car top shall be kept free of all except the most necessary equipment and length of conduit runs shall be kept to a minimum.
The top shall be designed to carry the weight of at least two men.
- b) An engineer's maintenance control station on top of the car shall be provided, consisting of adequate lighting (which can be on and off), and a proper socket outlet to power other maintenance equipment e.g. drilling machines, extension lead, blower etc.
- c) Test up and down push buttons shall be as provided on a panel located on top of the car door for operation during maintenance work.
- d) When the station is switched to inspection, the Elevator speed shall not exceed 0.63 m/s and all operating devices in the cab shall be inoperative.

LIFT SHAFT

23. LIFT SHAFT INSTALLATIONS

23.1 Guide Rails

Guide rails for the car and counter weights shall be T-Section steel guide rails planned on three edges with Tongue & grooved joints for the car and counterweight. Rails shall be placed accurately and fixed firmly to the shaft walls with sufficient spacing between brackets. Rails shall be of a size as recommended by the EN81-20/50 standard and nothing smaller.

The fixing of rails and connection between two or more sections of rail shall be in such a manner that the straight and vertical position is not influenced by changes in temperature or ordinary settlement of the structure.

23.2 Car & Counter Weight Guiding Shoes

Spring loaded roller type of guide shoes mounted on ball bearings shall be supplied and installed on both the car and counterweight. Each wheel shall be provided with a renewable solid neoprene type and shall be accurately aligned to achieve smooth rolling action

23.3 Counterweight

A suitable adjustable counter weight shall be fitted and installed for each lift. The filler weights shall be of cast iron of known weight securely housed in a rigid fabricated frame fitted with four guide shoes. The counter weights for panoramic lift must be concealed at the back.

23.4 Terminal Buffers

Hydraulic, energy absorbing spring return buffers or robust design shall be installed in the pits under each car and its counter weight. The buffers shall bring the car to a stop should the car or counterweight overrun, without permanent damage or deformation when the lift is operating at 10% above the contract speed and 10% in excess of the Contract load. The buffers shall be of self-resetting type. The Contractor shall provide to the Engineer manufacturer's certificates for scrutiny and retention.

23.5 Terminal & Final Limits

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

23.6 Other Provisions in Shaft

- i) Lighting or provision for lighting shall be allowed for in the shaft to assist maintenance personnel. The lights shall be controlled by two way switches mounted on top and bottom entrances.
- ii) An emergency stop switch shall be provided in the shaft for maintenance purposes. The position of the switch shall be such that it can be easily switched off before getting into the shaft.

- iii) A screen shall be provided to seal off the counterweight so that nobody can gain access to its path. A red engraved sign written "DANGER-BEWARE OF DESCENDING COUNTERWEIGHT" shall be fitted on the screen.
- iv) The screen should cover the full length of the counterweight at midway point of the shaft so that the chances of the counterweight knocking someone working on the car are reduced to a minimum.
- v) All the rotating pulleys (diverted, main sheave, etc.) shall be covered such that nobody is in danger of being trapped between the ropes and the pulley when the lift is in motion and the rotating parts should be painted yellow.

24. LIFT MACHINERY

24.1 Motor Drive System

Bidders shall be required to give details of the Machine Room and Operational details to be enclosed

NOTE:

CARS QUOTED MUST BE MACHINEROOMLESS UNLESS THE BIDDER ATTACHES CONTRAINDICATION DATA FROM THE MANUFACTURER ON THE SAME

The lifting machinery shall be located appropriately as per manufacturer's recommendation. The motor shall be of the screened silent type with 2 speed winding capable of a minimum of 180 starts per hour continuously. The motor shall comply with B.S. 2617: 1957 and bear the actual manufacturer's name plates. They shall be tested at the manufacturer's works for insulation resistance. The direction of rotation of the motor for "UP" and "DOWN" motion of the car shall be indicated by an engraved label fixed by four screws to the frame of the motor.

Direct floor approach without a creeping speed is required. A maximum tolerance of 5 mm shall be guaranteed.

The running speed between floors shall be the maximum attainable relative to the distance traveled, a fixed secondary speed for shorter journeys is not acceptable.

Smooth and accurate stopping will be achieved by the injection of D.C. current into the secondary winding. To achieve minimum power consumption, the motor system will be capable of smooth operation without the fitting of a flywheel or other mass weight.

The drive system shall be capable of fast single floor speeds and shall not utilize only the slow speed winding on single floor jumps. The tenderer will fully describe the system offered.

The proposed drive system shall not utilize field weakening. Dynamic braking shall not be utilized. If it is used all main D.C. current circuit components shall be solid state.

The drive system shall be capable of operating the car and inspection made without the lift control computer being active. When active, it shall monitor the operation, collect statistics and display the car position.

The motor shall be provided with a manually operated turning device for lowering the car to the nearest landing in case the automatic controller fails in the event of power failure. The system must prevent engaging of the turning device, until the power supply for the motor is switched off.

The machinery and controllers shall be placed on vibration dampers in the machine room above the lift shaft. Any steel structures or supporting beams for machinery are included in the Contract. If the Contractor finds it necessary to place the machinery on special concrete foundation these will be furnished to the Engineer, but the Contractor must produce sufficient drawings for such work. The aggregate must be dimensioned for the full load in continuous operation and for a temporary overload of 10%.

24.2 Brakes

The brakes shall be spring applied and shall be fitted with two springs. Self-aligning easily adjustable shoes with renewable linings shall be provided. The brakes shall operate on a brake pulley forming part of the driving shaft and shall be electrically released using a D.C. solenoid. The brake system will only act as holding brakes in normal operation. Deceleration will normally be carried out by the variable voltage control system.

24.3 Hoisting Ropes

The lifts shall be provided with suitable car and counter-weight hoisting ropes manufactured, tested and handled in accordance with the relevant British Standards.

A test shall be made at the manufacturer's workshop for tension, tensile and breaking load of the rope as set out in relevant British or French Standards and the Contractor shall supply certified copies of test certificates to the Engineer. Sheaves shall be made of best grade iron, turned true and grooved for the ropes.

24.4 Sheaves

The sheaves shall be of ample diameter for the ropes used. The traction shall be accurately machined from a semi-steel casting, properly grooved for the appropriate number and size of hoist ropes, of ample diameter.

The diverting sheave and the lift and counterweight sheaves shall comply with the same requirements as the traction sheave and shall be either of semi-steel or best grade close-grained cast iron.

The traction sheave, brake pulley and drive motor armature shall be mounted on a single one-piece sheave shaft turned from a single heat-treated steel bar. Beams shall be sound insulated from structure parts.

24.5 Electrical Installation

All motors and switchgear shall be rated for operating at 240/415V 50 Hertz A.C power supply.

The installation must comply with the IEE regulations. All wiring shall be carried out in a neat and orderly manner. Cable run on walls all or ceilings to be in a straight line and right angle bends enclosed in steel ducting.

Connections to equipment more than 400 mm from walls shall be run from the wall in conduit cast in the floor to a connector box fixed upright adjacent to the equipment and through flexible conduit to the equipment.

All electrical switchgear must be clearly labeled. The trailing cable shall be of stranded flame proof lift type and flexible; so installed as to prevent mechanical stress on conductors and terminations. It shall be free from twist, kinks, abrasion and any other mechanical damage.

24.6 Alarm Emergency System

An alarm button in the car shall simultaneously activate an audible alarm situated on the car, and supervisory board near reception desk. The alarm shall be supplied with back up rechargeable battery electricity from a Maintained trickle charger supplied by the Contractor. All wiring and installation of the alarm and intercom system shall be done by the Contractor.

24.7 Car Safety Device Governors

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

The following safety devices shall also be incorporated: -

- i) Car door closing-force limiter to prevent accidents.
- ii) Emergency unlocking of the car door from the landing for evacuation as well as for maintenance using special key.

24.8 Controller

The controller shall be enclosed in a freestanding floor mounted and totally enclosed steel framed cabinet with hinged doors at the front and detachable panel at the rear. All the necessary relays, contactors, meters, fuses, rectifiers, resistors, etc. forming part of the controller shall be accessible from both the front and rear. All components shall be clearly labeled as to their function and shall readily be accessible for easy maintenance and inspection.

24.9 Manual Operation

As stated under Safety Devices, a provision shall be made for manual lifting and lowering of the lift by means of spoke less wheel of flywheel permanently fixed at the end of the hoisting motor shaft. The wheel, where it is not fitted permanently to the motor, shall be mounted on a tool board together with the brake-release lever. The landing door emergency key shall be supplied and fixed by the Contractor.

24.10 Testing and Commissioning

The contractor/supplier shall supply at his own cost all test equipment necessary for the testing and commissioning of the system. The contractor/supplier shall provide the personnel to do the necessary tests and commissioning and shall notify the Engineer and all other before the commencement of tests.

All necessary tests including safety-gear test at full load in the car shall be carried out. Two copies of certified tests results shall be forwarded to the Engineer before handing over the lift installation.

24.11 Statutory Inspection

Inspection and registration of the lifts shall be carried out by an authorized government inspector who shall prepare a certificate before the acceptance by the engineer. The inspector must be approved / appointed by the Services Engineer/client. All the associated cost shall be met from the contract sum.

24.12 Fireman's switch.

The lift shall come complete with a Fireman's switch and any other related necessary controls and accessories for fireman's use in the event of fire.

24.13 Elevator controls.

The emergency controls and door operating controls shall be grouped together at the bottom of the control panel for ease of access by the physically challenged in a wheel chair.

The center line of the Emergency stop button shall not be less than 890mm from the lift car floor while the center line of the highest button shall not be more than 1370mm high from the car floor.

Arabic numerals shall be adjacent preferably to the left of the operating buttons on a distinct contrasting background.

The Braille version of all controls should be added to all of the interior and exterior call buttons and controls to enable the visually impaired travel independently.

The control panel shall be located on the front wall of the next to the entrance.



**P.O. BOX 1548 - 00600
NAIROBI, KENYA**

SPECIFICATIONS

LIFTS INSTALLATION

ARCHITECTS

Mutiso Menezes International
P. O. Box 44934-00100,
Nairobi.

QUANTITY SURVEYING

Karkan Partnership Ltd
P.O. Box 20545 - 00200,
Nairobi

CIVIL & STRUCTURAL ENGINEER

Otieno Odongo & Partners
P.O. Box 54021 - 00200
NAIROBI

SERVICES ENGINEERS

Norkun Intakes Ltd
P.O. Box 605 - 00100
NAIROBI

INTERIOR DESIGNERS

Image 360 Designs Limited
P.O. Box 74768—00200
NAIROBI

2b. PARTICULAR SPECIFICATIONS

LIFTS INSTALLATION

1. SCOPE

The Contractor shall supply and Install. the works.

The Contractor shall be responsible for the supply, delivery, installation, connection, testing and setting to work of the entire Lift system in accordance with the Contract Documents.

The Contractor shall provide all the necessary tools, skilled and un-skilled labour to comply and complete in accordance with the main contractor's works program.

2. STANDARDS & CODES

The Lift shall follow the EN81 Standard as a minimum for the lift installations (or latest where applicable) i.e. incorporating:

- 2.1 **EN81-20/50:2017** - Safety rules for the construction and installation of lifts. Electric lifts.
- 2.2 **EN 12015:1998** - Electromagnetic compatibility. Product family standard for lifts, escalators and passenger conveyors. Emission.
- 2.3 **EN 12016:2004** - Electromagnetic compatibility. Product family standard for lifts, escalators and moving walks. Immunity.
- 2.4 **EN81-70** - Safety rules for the construction and installation of lifts. Particular applications for passenger and goods passenger lifts. Accessibility to lifts for persons including persons with disability.
- 2.5 **EN81-72** - Safety rules for the construction and installation of Firefighters lift.
- 2.6 **EN81-58** - Safety Rules for construction and installation of lifts -Examination and tests Part 58: Landing doors fire resistance test.
- 2.7 **EN81-73** - Behavior of Elevators in event of fire.

The Lift shall also follow the following Directives and Regulations

- 2.8 Lift Directive (2014/33/AB)
- 2.9 Regulation on Elevator Maintenance and Management
- 2.10 Regulation on the Fire Protection of Buildings.

The Lifts shall also comply with the latest KEBS & Other Government standards as stipulated.

3. GENERAL PROVISION

The lifts shall be of the traction type and shall serve floors as indicated in Schedules & Specifications.

The Lifts shall be installed to serve all the floors the shaft exists but configured such that particular groups shall be serving specific floors.

4. ENVIRONMENTAL CONDITIONS

4.1 The lifts shall operate in a stand-by mode during off-peak and idle periods. For example, the power side of the lift controller and other auxiliary equipment such as lift car lighting and ventilation fan switch shall be off when the lift is not in motion

4.2 Minimum heat dissipation due to the energy consumption shall be provided

4.3 Drive System shall have:

4.3.1 THD shall be $\leq 3\%$

4.3.2 Line impedance shall be $< 50\text{m Ohm}$

4.4 Traction sheave ropes shall have large diameter to increase life time.

4.5 Amount of epoxy resin for stator winding shall be reduced.

4.6 Steel for balancing weight of traction sheave shall be provided.

4.7 MRL technology shall be used for elevators below 2.5m/s.

4.8 Regenerative drive technology shall be used for elevators with a speed of above 4m/s

4.9 All elevators traction machines shall not need lubrication.

4.10 Gearless drive system with frequency controller shall enable direct power transfer for highly efficient energy usage.

4.11 Major parts should be made of steel and cast iron. Therefore;

4.11.1 DC-commuter carbon brushes shall not be used.

4.11.2 Oil shall not be used.

4.11.3 Brake lining shall be free of any harmful material.

THE PLANT

5. LIFTS SPECIFIC DETAILS

The lift specific details shall be as summarized in “**SCHEDULE No. 1A**” The bidder is to follow the guideline from the schedule and confirm by filling in the section to be filled by the bidder as a confirmation on the same.

6. TYPE

The lifts shall be electric and must comply with the current edition of the EN Standards safety standards code.

The lifting machine shall be electronically controlled via AC variable voltage, variable frequency, geared machine designed to give fully regulated direct landing approach, with motor, brake and driving sheave assembled on a steel bedplate.

The motor shall be particularly designed for general purpose duties with high starting torque and low starting current.

Sound reducing material shall be installed under the machine and suitable beams shall be provided for mounting the machine above the lift shaft in the machine room at the roof top.

The bidder must provide for a steel structure for both cars and counter weight guide rails.

7. TRAVEL HEIGHTS & LEVELS SERVED

The lift(s) travel height and Levels is as summarized in “**SCHEDULE No. 2A**” The bidder is to follow the guideline from the schedule

8. CONTROL (MICROPROCESSOR BASED)

Lift Shall have Microprocessor based controls i.e. individual control, jerk less type with automatic leveling facilities.

NOTE: The Bidder shall submit a brief summary of how their microprocessor shall behave, and shall be called upon to demonstrate at the time of commissioning of the lift that the system behaves as described below.

9. BMS

The lift must be compatible with the Building Management System (BMS) by use of the BACNET IP protocol unless otherwise specified in the schedules. Both the software and hardware necessary for this MUST be supplied with the lift.

Where a different protocol is provided the cost of equipment must include the cost of providing the necessary gateway to convert to BACNET IP protocol with provisions for connection with the existing system in the building included in the costing.

10. MODE OF OPERATION

The lift Mode of Operation shall be as follows:

10.1 Group Car Supervisory

The operation of the lifts shall be capable of group car supervisory full collective with Microprocessor programming unless specifically stated otherwise in **schedule No.1A** on lift Specific details.

10.2 Time Traffic Monitoring

During morning, mid-day and evening peak times, the computer system shall monitor and analyze all car and hall calls and instantly assign the car to suit an unlimited number of varying passenger traffic patterns created during peak and non-peak periods.

10.3 Traffic Conditions assignment

The system shall respond to traffic conditions and modify its assignment procedures to operate in the following modes.

a) Light/Intermittent/Up-Peak/Down Peak

In the "Light" mode, the car is parked in predetermined zones of the building. The car will park at the main floor car park with its doors open.

b) Intermittent Peak

In the "Intermittent" mode, the car will have split zones at the half-way point with the car serving the floors to which it is closest. Once a car is committed to travel in one direction it will become "Low bidder" for calls ahead, but "High bidder" for calls behind. Hall calls will be assigned to the lowest bidder.

The car will complete service in one direction before reversing and is permitted to reverse at the highest or lowest call. Cars will return to unoccupied parking zones when idle.

c) Down Peak

The "Down-Peak" condition will be detected by monitoring the number of down hall calls, down boarding rates and down lobby arrival loadings. Under down peak traffic, hall calls are grouped in the sequence of registration and assigned to be served in this sequence, and approximate "first-in/first-out" pattern.

d) Up-Peak

The "Up-peak" mode is initiated when the car leaves the main floor in the up-direction with loadings above predetermined level increasing. Cars are permitted to depart from the main floor without predetermined timing.

e) Non-Peak

A "Non-Peak" Situation is recognized when both Up-Peak and Down -Peak conditions are detected. The car sent to the lobby to serve incoming traffic will be reduced compared to pure "Up -Peak" and no limitations will apply to service for downfalls

10.4 Priority Assignment

The simplex supervisory system shall give priority to service designated floors where heavier traffic can be anticipated. The free car will park at these floors in anticipation of passenger requirements. The ground floor shall be regarded as the first priority floor but any floor experiencing a sudden high demand shall immediately be temporarily assigned as a priority floor.

10.5 Car Reservation

A reservation control arrangement shall be provided for each car by means of a key Switch in the car operating panel. By operating this key, a car can be removed from Ground control and be operated by an attendant. When on reservation control, the car shall respond to a car button only.

10.6 Car Hold Time delay

A time delay shall hold the car for an adjustable interval of a few seconds at the landings at which stops are made to enable passengers to enter or leave the car. Pressure of a car button for another landing before this time elapse shall cause the car to start, provided the car door and landing doors are closed.

10.7 Bypass Switch

The lift shall be provided with automatic by-pass device to prevent unnecessary stops when the car is full.

10.8 Safety Controller

The car shall be fitted with a lift system Controller / or safe landing device which shall stop the car and move it to the ground floor landing and open the car doors in case any of any of the safety devices failing to operate or power fails.

The controller must also stop the car whenever excessive descending or ascending speed is attained by cutting off power to the motor and activation of the brake. It shall also be able to bring the car to a stop at the upper ground floor landings independent of the regular operating device in the car.

Final limit switches shall be provided in the hoist way, operated by the car and arranged to stop the car, by cutting off power to the motor, and prevent normal stopping device.

The power packs to the Controller shall be provided with mains charging units which shall maintain them at peak power continually.

10.9 Maintenance Direction Controls

To facilitate inspection, a manually operated switch on the controller connected to "UP" and "Down" directions buttons exposed on the top of the car shall be provided. The switch shall permit the car to be operated at slow speed from the top respond to any calls.

10.10 Self Levelling Controls

The lift shall be provided with a self-leveling/landing feature that will automatically bring the car to the floor landings. The device shall be entirely automatic and independent of the operating device, and shall correct for over-travel or under-travel and rope stretch. The car shall also be maintained approximately level (within 6mm) with the landing, irrespective of load.

10.11 Manual Controls

Provision shall be made for moving the car manually to the nearest landing in case of total failure of lift controller device or in an event of power outage.

11. EMERGENCY LANDING DEVICE

All lifts shall be incorporated with an Automatic Transient safe landing device to stop the lift & move it to the next landing in event of a fault or power outage. The Elevator Emergency Landing Device shall only be in operation during an event of a power failure or blackouts occurring in a building.

Upon power failure, the elevator shall automatically move and stop at the nearest floor using a rechargeable battery (or uninterruptible power supply, UPS), and the doors open to ensure passenger safety.

12. AIR PRESSURE MITIGATION

All lifts above 3m/s (Both Car & Hoist way) shall be incorporated with designs to reduce Air Pressure Effects i.e. Air pressure designed to have release holes.

CAR CONTROLS & INDICATORS

13. CAR OPERATING PANEL (COP)

An operating panel shall be fitted into each lift car. The panel shall be mounted flush with the car wall finish and shall be housed in a metal case fitted with silver anodized or a stainless steel case.

The COP shall include paraplegic facilities i.e.:

- i. All call buttons shall include instructions in Braille for the visually impaired
- ii. Panel shall be at a height where it can be operated from a wheelchair
- iii. Panel shall be incorporated with voice command for the visually impaired
- iv. Panel shall have incorporated visual graphics for the hearing impaired

The COP shall comprise of: -

- (a) A series of electronic touch buttons corresponding to the landings served. Each button shall illuminate to show the floor for which a car dispatch call is registered.
- (b) Switches for fan and lights.
- (c) Door OPEN button
- (d) Door CLOSE button
- (e) Overload indicator
- (f) Alarm button connected to a battery powered intercom systems
- (g) Intercom system
- (h) Car lights must be off when the lift is at standstill
- (i) Key switches to control;
 - Fire master Control
 - Independent service

As stated in the “CONTROL (MICROPROCESSOR BASED)” section above, the lift must be BMS compatible and ready. Both the software and hardware necessary for this must be supplied with the lift.

14. CAR POSITION AND DIRECTION INDICATOR

A self-illuminated car position and direction indicator housed in a steel case, shall be mounted in the car door header and fitted with stainless steel cover plate. It shall be fitted at such an angle that it is

easily visible and legible to any passenger in a full cabin. The display digits shall have a minimum height of 40 mm.

A similar direction indicator shall be mounted above each of the landing doors.

The lift to include voice synthesizers to give audible voice prompts giving the direction of travel, the opening and closing of doors and any other information useful to a visually impaired person.

15. LANDING CALL BUTTONS

At each landing, one stainless steel flush-mounted panel, with a set of electronic touch buttons each for "Up" and "Down" shall be provided, having both visual and brailled signage. The buttons must light up when a call is registered. Direction arrow lights to be incorporated in all landing button plates, arranged so that when a button is pressed the corresponding arrow will illuminate indicating the direction of the call which is registered.

LIFT DOORS (CAR & LANDING)

16. LANDING & CAR DOORS TYPE

The doors shall be fully automatic two panels, center opening high speed sliding doors unless otherwise stated in the schedules

17. DOOR OPERATOR (CAR AND LANDING)

The Door Operator shall comprise of the following features:

- (a) An electric door operator shall be provided to open simultaneously the car and landing doors when the car is approximately 200mm from a landing. The operator shall be self-contained computer compatible electronic controlled drive system capable of communicating with the lift microprocessor equipment and passenger sensors and independently execute the opening and closing commands door. It shall have programmed closing and opening doors speeds that shall be traffic dependent. Highest door speeds shall be used during intensive peak traffic. Thus the opening, closing and dwell times shall be fully adjustable for speed and time.
- (b) The door dwell time shall be automatically reduced to approximately one second when a car floor button is pressed; also when a passenger leaves the car at his destination even when no incoming passenger presses a new car floor button.
- (c) Emergency key provision shall be made to open doors to all landings from outside the hoist way. It shall also be possible to open the doors manually from within the car, provided the car is within the landing zone.
- (d) An electronic contact for the lift car door shall be provided which shall prevent the lift movement away from the landing unless the car and landing doors are in the closed position. The landing door shall be equipped with a positive electro-mechanical interlock and auxiliary door closing device so that the lift can be operated only after the interlock circuit is established.
- (e) Should the load on the car exceed the maximum load, the car and landing doors shall not close, and an audible alarm shall be sounded.
- (f) The doors shall open automatically while the car is leveling at the respective landing. The doors shall automatically close after programmable traffic dependent time interval has elapsed; but momentary pressure on the "Door Open" button installed in the car shall reverse the motion and re-open the doors and reset the time interval.
- (g) The car landing door leading edge shall be provided with protective electronic sensing device extending the full height and projecting beyond the front edge of the door. This device shall be so arranged that, should it sense a person or any obstruction in its path while the doors are closing, it shall automatically cause both the car and the landing door to return to open position. The zone of protection shall be at least 100 mm in advance of the car and landing door edges.
- (h) Each car shall be equipped with sensor detecting passenger movements on the landing in front of the car, also when the car door is only partly open.

- (i) To prevent accidents when passengers intentionally put their hands between the doors to cause re-openings at least one detector shall cover the whole door area and remain active until the door is fully closed. The passenger detector and the electronic safety edge shall complement each other in such a way that should one fail, the other alone will assure a safe and comfortable door operation.
- (j) In intensive traffic situations when the lift stops for car call only and the probability exists that only one or a few of the passengers will leave the car, the doors shall be capable of partial opening to provide for faster operation and optimum use of transportation capacity. Partial opening to be at least 800mm.
- (k) There shall be an invisible frequency source (e.g. infra-red rays) arrangement projecting a beam of electromagnetic waves across the lift car entrance. After a stop is made, the door shall remain open, as stated above, for a predetermined interval which should be adjustable, unless closing is initiated sooner by the interruption and re-establishment of the beam. The doors shall be prevented from closing as long as either beam is interrupted or the car door protective device is actuated, except as provided below.
- (l) If, while the doors are closing either electromagnetic wave beam is interrupted by a passenger entering or leaving the car, or the car door protective device is actuated, the doors shall stop and re-open, after which the doors shall again start to close.
- (m) The lift shall be fitted with an audible sounder that shall be triggered as and when the car and landing doors commence to swing open at a landing stop.
- (n) Nudging - If the doors are held open for a predetermined time (15 to 20 seconds; adjustable) by interrupting the light rays/detector “site”, or by holding the door, or by pressing the door open button, a buzzer will sound and the doors shall start to close at a gentle slow speed.

18. LANDING DOORS & ARCHITRAVES

18.1 Doors

The doors shall be programmable high speed center opening as described above and shall have at least half an hour fire resistance. Copies of fire test certificate shall be submitted for the Engineer's approval prior to the installation of the doors.

The doors finishes shall be as per “Schedule No. **1B**”

The door shall have a suitable lining shall be used to avoid metallic ring all joints shall be reinforced, welded and finished flush and, where necessary, be reinforced to take hangers, closers hooks etc.

The doors shall be fitted with rubber bumpers at the back to avoid banging on the door frame when the door is fully open.

The door frames shall combine cabinets’ jambs and strips, still tract hanger housing and smooth running of doors. Non-slip treads shall be provided where necessary.

On site, the architrave and landing doors shall be painted by at least three coats of high quality gloss paint of an approved color if required.

The sills shall have metallic self-cleansing groove to receive the door guides rubbing between guides and sill groove and shall be at minimum to ensure smooth and quiet operation.

The clearance between the car and landing sill shall be 20 mm maximum.

18.2 Architraves

Architraves shall be supplied for all lifts, and shall be imported together with the lifts unless specifically stated otherwise in the schedules attached to this document.

Locally manufactured architraves SHALL NOT BE acceptable.

Architrave finishes shall be as per “**Schedule No. 1B**”

Architraves shall be pressed to shape, and made integral to suit the full wall thickness and shall be subjected to approval by the Engineer.

18.3 Landing Door Installations

Each landing door shall be equipped with main and emergency electro-mechanical interlocks operated by a retiring cam or other approved device on the car which shall prevent the car moving away from the landing unless all doors are in closed position.

The interlocks shall also prevent the opening of any landing door until the car has reached the landing.

19. CAR DOORS

The doors shall be two speed electrically controlled A.C. motor driven center opening doors.

The door shall be fully automatic, power operated and cushioned so as to prevent slamming at the limits of movements.

The doors shall be of the hollow metal type pressed to shape and rolled so that it does not give sharp edges to AISI 304 or as specified in the in the car finishes and fittings schedule.

The door shall have a suitable lining shall be used to avoid metallic ring. All joints shall be reinforced, welded and finished flush and where necessary shall be reinforced to take hangers, closers, hooks, etc.

CAR INSTALLATIONS

20. CAR FRAME

The car frame supporting the car platform and car superstructure shall be made of heavy duty solid structural steel designed for general purpose elevator, and shall be fitted with guides and safety devices mounted underneath the car platform. The steel shall be zinc coated at the factory. The car frame shall be braced and gusseted to relieve the car superstructure of strain. Application of the safety gear or uneven loading of the car shall not deform the car frame.

21. CAR FINISHES & FITTINGS

The car finishes are as summarized in “**SCHEDULE No. 1B**”.

The bidder is to follow the guideline from the schedule and confirm by filling in the section to be filled by the bidder on the same or an equivalent to what is specified.

The following is a guideline on the same.

21.1 General

The car shall be constructed from pressed sheet steel. The methods of construction and strength of the lift cars and the door panels shall comply with B.S. 2655; part 1: 1970 and current amendments. The top of the car shall be covered in the sheet steel capable of withstanding a load of 37kg per square meter of surface

21.2 Skirting

The car should have a skirting provided around the inside perimeter of the cars as specified in “Schedule No.1B”

21.3 Hand Rail

A hand rail shall be provided inside the car at a height of 975 mm as specified in “Schedule No.8”

21.4 Floor Covering

A floor covering shall be provided in the car as specified in “Schedule No. 1B”. The material used should be Non-slip.

The color and type of finish should be approved by the Engineers/Architects before ordering.

21.5 Ventilation

Ventilation shall be adequate, indirect and free from draughts an extract fan shall be provided which shall have sleeve bearings and be quiet in operation. The fan must be multi directional and super silent.

Ventilation openings in the car itself particularly in the upper portion shall not render the extract fan ineffective in providing forced ventilation of the car.

21.6 Car Interior Lighting

Appropriate car lighting should be provided to give the required illumination levels inside the car.

Car lighting shall be >60Lumens per Watt.

All lighting shall be of LED or energy saving as per “Schedule No. 1B”

Light fittings shall be installed in the false ceiling of the car.

21.7 Car Emergency Lighting

In addition, the car should contain at least 2 No. self-charging non-maintained emergency lighting fitting with a minimum of 3-hour autonomy which shall be installed at the roof of the car. The light shall automatically light in the event of the power failure.

22. TOP OF CAR ACCESSORIES

- a) The car top shall be kept free of all except the most necessary equipment and length of conduit runs shall be kept to a minimum.

The top shall be designed to carry the weight of at least two men.

- b) An engineer's maintenance control station on top of the car shall be provided, consisting of adequate lighting (which can be on and off), and a proper socket outlet to power other maintenance equipment e.g. drilling machines, extension lead, blower etc.
- c) Test up and down push buttons shall be as provided on a panel located on top of the car door for operation during maintenance work.
- d) When the station is switched to inspection, the Elevator speed shall not exceed 0.63 m/s and all operating devices in the cab shall be inoperative.

LIFT SHAFT

23. LIFT SHAFT INSTALLATIONS

23.1 Guide Rails

Guide rails for the car and counter weights shall be T-Section steel guide rails planned on three edges with Tongue & grooved joints for the car and counterweight. Rails shall be placed accurately and fixed firmly to the shaft walls with sufficient spacing between brackets. Rails shall be of a size as recommended by the EN81-20/50 standard and nothing smaller.

The fixing of rails and connection between two or more sections of rail shall be in such a manner that the straight and vertical position is not influenced by changes in temperature or ordinary settlement of the structure.

23.2 Car & Counter Weight Guiding Shoes

Spring loaded roller type of guide shoes mounted on ball bearings shall be supplied and installed on both the car and counterweight. Each wheel shall be provided with a renewable solid neoprene type and shall be accurately aligned to achieve smooth rolling action

23.3 Counterweight

A suitable adjustable counter weight shall be fitted and installed for each lift. The filler weights shall be of cast iron of known weight securely housed in a rigid fabricated frame fitted with four guide shoes. The counter weights for panoramic lift must be concealed at the back.

23.4 Terminal Buffers

Hydraulic, energy absorbing spring return buffers or robust design shall be installed in the pits under each car and its counter weight. The buffers shall bring the car to a stop should the car or counterweight overrun, without permanent damage or deformation when the lift is operating at 10% above the contract speed and 10% in excess of the Contract load. The buffers shall be of self-resetting type. The Contractor shall provide to the Engineer manufacturer's certificates for scrutiny and retention.

23.5 Terminal & Final Limits

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

23.6 Other Provisions in Shaft

- i) Lighting or provision for lighting shall be allowed for in the shaft to assist maintenance personnel. The lights shall be controlled by two way switches mounted on top and bottom entrances.

- ii) An emergency stop switch shall be provided in the shaft for maintenance purposes. The position of the switch shall be such that it can be easily switched off before getting into the shaft.
- iii) A screen shall be provided to seal off the counterweight so that nobody can gain access to its path. A red engraved sign written "DANGER-BEWARE OF DESCENDING COUNTERWEIGHT" shall be fitted on the screen.
- iv) The screen should cover the full length of the counterweight at midway point of the shaft so that the chances of the counterweight knocking someone working on the car are reduced to a minimum.
- v) All the rotating pulleys (diverted, main sheave, etc.) shall be covered such that nobody is in danger of being trapped between the ropes and the pulley when the lift is in motion and the rotating parts should be painted yellow.

24. LIFT MACHINERY

24.1 Motor Drive System

Bidders shall be required to give details of the Machine Room and Operational details to be enclosed

NOTE:

CARS QUOTED MUST BE MACHINEROOMLESS UNLESS THE BIDDER ATTACHES CONTRAINDICATION DATA FROM THE MANUFACTURER ON THE SAME

The lifting machinery shall be located appropriately as per manufacturer's recommendation. The motor shall be of the screened silent type with 2 speed winding capable of a minimum of 180 starts per hour continuously. The motor shall comply with B.S. 2617: 1957 and bear the actual manufacturer's name plates. They shall be tested at the manufacturer's works for insulation resistance. The direction of rotation of the motor for "UP" and "DOWN" motion of the car shall be indicated by an engraved label fixed by four screws to the frame of the motor.

Direct floor approach without a creeping speed is required. A maximum tolerance of 5 mm shall be guaranteed.

The running speed between floors shall be the maximum attainable relative to the distance traveled, a fixed secondary speed for shorter journeys is not acceptable.

Smooth and accurate stopping will be achieved by the injection of D.C. current into the secondary winding. To achieve minimum power consumption, the motor system will be capable of smooth operation without the fitting of a flywheel or other mass weight.

The drive system shall be capable of fast single floor speeds and shall not be utilized only the slow speed winding on single floor jumps. The tenderer will fully describe the system offered.

The proposed drive system shall not utilize field weakening. Dynamic braking shall not be utilized. If it is used all main D.C. current circuit components shall be solid state.

The drive system shall be capable of operating the car and inspection made without the lift control computer being active. When active, it shall monitor the operation, collect statistics and display the car position.

The motor shall be provided with a manually operated turning device for lowering the car to the nearest landing in case the automatic controller fails in the event of power failure. The system must prevent engaging of the turning device, until the power supply for the motor is switched off.

The machinery and controllers shall be placed on vibration dampers in the machine room above the lift shaft. Any steel structures or supporting beams for machinery are included in the Contract. If the Contractor finds it necessary to place the machinery on special concrete foundation these will be furnished to the Engineer, but the Contractor must produce sufficient drawings for such work. The aggregate must be dimensioned for the full load in continuous operation and for a temporary overload of 10%.

24.2 Brakes

The brakes shall be spring applied and shall be fitted with two springs. Self-aligning easily adjustable shoes with renewable linings shall be provided. The brakes shall operate on a brake pulley forming part of the driving shaft and shall be electrically released using a D.C. solenoid. The brake system will only act as holding brakes in normal operation. Deceleration will normally be carried out by the variable voltage control system.

24.3 Hoisting Ropes

The lifts shall be provided with suitable car and counter-weight hoisting ropes manufactured, tested and handled in accordance with the relevant British Standards.

A test shall be made at the manufacturer's workshop for tension, tensile and breaking load of the rope as set out in relevant British or French Standards and the Contractor shall supply certified copies of test certificates to the Engineer. Sheaves shall be made of best grade iron, turned true and grooved for the ropes.

24.4 Sheaves

The sheaves shall be of ample diameter for the ropes used. The traction shall be accurately machined from a semi-steel casting, properly grooved for the appropriate number and size of hoist ropes, of ample diameter.

The diverting sheave and the lift and counterweight sheaves shall comply with the same requirements as the traction sheave and shall be either of semi-steel or best grade close-grained cast iron.

The traction sheave, brake pulley and drive motor armature shall be mounted on a single one-piece sheave shaft turned from a single heat-treated steel bar. Beams shall be sound insulated from structure parts.

24.5 Electrical Installation

All motors and switchgear shall be rated for operating at 240/415V 50 Hertz A.C power supply.

The installation must comply with the IEE regulations. All wiring shall be carried out in a neat and orderly manner. Cable run on walls all or ceilings to be in a straight line and right angle bends enclosed in steel ducting.

Connections to equipment more than 400 mm from walls shall be run from the wall in conduit cast in the floor to a connector box fixed upright adjacent to the equipment and through flexible conduit to the equipment.

All electrical switchgear must be clearly labeled. The trailing cable shall be of stranded flame proof lift type and flexible; so installed as to prevent mechanical stress on conductors and terminations. It shall be free from twist, kinks, abrasion and any other mechanical damage.

24.6 Alarm Emergency System

An alarm button in the car shall simultaneously activate an audible alarm situated on the car, and supervisory board near reception desk. The alarm shall be supplied with back up rechargeable battery electricity from a Maintained trickle charger supplied by the Contractor. All wiring and installation of the alarm and intercom system shall be done by the Contractor.

24.7 Car Safety Device Governors

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

The following safety devices shall also be incorporated: -

- i) Car door closing-force limiter to prevent accidents.
- ii) Emergency unlocking of the car door from the landing for evacuation as well as for maintenance using special key.

24.8 Controller

The controller shall be enclosed in a freestanding floor mounted and totally enclosed steel framed cabinet with hinged doors at the front and detachable panel at the rear. All the necessary relays, contactors, meters, fuses, rectifiers, resistors, etc. forming part of the controller shall be accessible from both the front and rear. All components shall be clearly labeled as to their function and shall readily be accessible for easy maintenance and inspection.

24.9 Manual Operation

As stated under Safety Devices, a provision shall be made for manual lifting and lowering of the lift by means of spoke less wheel of flywheel permanently fixed at the end of the hoisting motor shaft. The wheel, where it is not fitted permanently to the motor, shall be mounted on a

tool board together with the brake-release lever. The landing door emergency key shall be supplied and fixed by the Contractor.

24.10 Testing and Commissioning

The contractor/supplier shall supply at his own cost all test equipment necessary for the testing and commissioning of the system. The contractor/supplier shall provide the personnel to do the necessary tests and commissioning and shall notify the Engineer and all other before the commencement of tests.

All necessary tests including safety-gear test at full load in the car shall be carried out. Two copies of certified tests results shall be forwarded to the Engineer before handing over the lift installation.

24.11 Statutory Inspection

Inspection and registration of the lifts shall be carried out by an authorized government inspector who shall prepare a certificate before the acceptance by the engineer. The inspector must be approved / appointed by the Services Engineer/client. All the associated cost shall be met from the contract sum.

24.12 Fireman's switch.

The lift shall come complete with a Fireman's switch and any other related necessary controls and accessories for fireman's use in the event of fire.

24.13 Elevator controls.

The emergency controls and door operating controls shall be grouped together at the bottom of the control panel for ease of access by the physically challenged in a wheel chair.

The center line of the Emergency stop button shall not be less than 890mm from the lift car floor while the center line of the highest button shall not be more than 1370mm high from the car floor.

Arabic numerals shall be adjacent preferably to the left of the operating buttons on a distinct contrasting background.

The Braille version of all controls should be added to all of the interior and exterior call buttons and controls to enable the visually impaired travel independently.

The control panel shall be located on the front wall of the next to the entrance.

SECTION 03:

Bills of Quantities