



**MINISTRY OF  
FOREIGN AND  
DIASPORA AFFAIRS**

**PROPOSED RENOVATION WORKS TO CHANCERY AND RESIDENCE AT KENYA  
HIGH COMMISSION IN ISLAMABAD, ISLAMIC REPUBLIC OF PAKISTAN,  
PLOT NO. 1-2-3, STREET 27, RAMNA 5 DIPLOMATIC ENCLAVE**

**(PHASE II)**

**TENDER DOCUMENT**

**PROJECT MANAGER**

Works Secretary,  
Ministry of Lands, Public Works, Housing & Urban Development,  
State Department for Public Works,  
P.O Box 30743-00100,  
**NAIROBI, KENYA**

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<b><u>STRUCTURAL ENGINEER</u></b> Chief Engineer (Structural), Min. of Lands, Public Works, Housing & Urban Dev. State Department for Public Works, P.O. Box 30743-00100, NAIROBI, KENYA.	<b><u>MECHANICAL ENGINEER</u></b> Chief Engineer Mechanical (BS), Min. of Lands, Public Works, Housing & Urban Dev. State Department for Public Works, P.O. Box 30743-00100, NAIROBI, KENYA.
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FEBRUARY, 2026

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Prepared and issued by: -

Quantities and Contracts  
Department, State Department for  
Public Works,  
P.O Box 30743-00100  
NAIROBI, KENYA

The contract for the above-mentioned works entered into this ..... day of .....202.. by the undersigned refers to these Bills of Quantities and the Ministry of Works General Specification dated March, 1976 (together with any amendments issued thereto) shall be read and construed as part of the said contract.

.....  
CONTRACTOR

.....  
The High Commissioner,  
Kenya High Commission,  
**Islamabad, Islamic Republic of Pakistan**

Date.....

Date.....

**SPECIAL NOTES**

- 1) The Contractor is required to check the numbers of the pages of these Bills of Quantities and should he find any missing or in duplicate or figures indistinct he must inform the High Commissioner at once and have the same rectified.
- 2) No liability will be admitted nor claim allowed in respect of errors in the Contractor's Tender due to mistakes in the Specifications which should have been rectified in the manner described above.

**SIGNATURE PAGE AND NOTES**

## INVITATION TO TENDER

**PROCURING ENTITY: The High Commissioner, Kenya High Commission, Islamic Republic of Pakistan**

**CONTRACT NAME AND DESCRIPTION: PROPOSED RENOVATION WORKS TO CHANCERY AND RESIDENCE AT KENYA HIGH COMMISSION IN ISLAMABAD, ISLAMIC REPUBLIC OF PAKISTAN, PLOT NO. 1-2-3, STREET 27, RAMNA 5 DIPLOMATIC ENCLAVE (PHASE II).**

1. The **Kenya High Commission** invites sealed tenders for **phase II** of the **Proposed Renovation Works to Chancery and Residence at Kenya High Commission in Islamabad, Islamic Republic of Pakistan, Plot No. 1-2-3, Street 27, Ramna 5 Diplomatic Enclave.**
2. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours (9.00AM- 1.00PM and 2.00PM - 4.00PM local time at the Kenya High Commission, Islamabad, Plot No.1-2-3, Street 27, Ramna 5 Diplomatic Enclave, P.o Box 2097, Islamabad.
3. Tenders shall be quoted in Pakistan Rupees and shall include all taxes applicable in the Islamic Republic of Pakistan. Tenders shall remain valid for **126** days from the date of opening of tenders.
4. All Tenders must be accompanied by a Tender Security equivalent to 1% of the tender sum.
5. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
6. Completed tenders must be delivered to the address below on or before the date and time indicated in the tender advertisement notice.
7. Pre-tender Site visit shall be on the date and time indicated in the Tender Advertisement Notice.
8. Tenders will be opened immediately after the deadline date and time specified above or any dead line date and times specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
9. Late tenders will be rejected.
10. The addresses referred to above are:

**A. Address for Submission of Tenders.**

- (1) Name of Procuring Entity: Kenya High Commission, Islamabad, Islamic Republic of Pakistan.
- (2) Physical address for hand Courier Delivery to an office at Kenya High Commission, Islamabad, Islamic Republic of Pakistan, Plot No.1-2-3, Street No.27, Ramna 5 Diplomatic Enclave.
- (3) Postal Address: The High Commissioner,  
Kenya High Commission,  
Street 27, Ramna 5 Diplomatic Enclave,  
P.o Box 2097,  
**Islamabad, Islamic Republic of Pakistan**
- (4) Telephone: +92-51-8851101  
Email: [Islamabad@mfa.go.ke](mailto:Islamabad@mfa.go.ke), khcislamabad@gmail.com

**B. Address for Submission of Tenders.**

- (1) Name of Procuring Entity: The High Commissioner,  
Kenya High Commission,  
Street 27, Ramna 5 Diplomatic Enclave,  
P.O. Box 2097,  
**Islamabad, Islamic Republic of Pakistan**

# SECTION I-TENDERING PROCEDURE

## 1. SECTION I - INSTRUCTIONS TO

### TENDERERS A GENERAL PROVISIONS

#### 1.0 Scope of tender

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

#### 1.2 Throughout this tendering document:

- a) The term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the TDS, distributed or received through the electronic- procurement system used by the Procuring Entity) with proof of receipt;
- b) if the context so requires, “singular” means “plural” and vice versa;
- c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Procuring Entity. It excludes official public holidays.

#### 2.0 Fraud and corruption

2.1 The tenderer shall not engage in any corrupt or fraudulent practice and if found to have done so shall be disqualified.

#### 3.0 Eligible tenderers

3.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution or an individual or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter in to such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender.

#### 4.0 Tenderer's responsibilities

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

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

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

**B. CONTENTS OF TENDER DOCUMENTS**

5.0 Sections of Tender Document

- 5.1 The tender document consists of Parts specified below, and which should be read in conjunction with any Addenda issued in accordance with ITT 7.0.

Tendering Procedures

Instructions to Tenderers

Tender Data Sheet (TDS)

Evaluation and Qualification Criteria Section

Tendering Forms

Conditions of Contract and Contract Forms

General Conditions of Contract (GCC)

Special Conditions of

Contract Forms

- 5.2 The Invitation to Tender Notice issued by the Procuring Entity is not part of the Contract documents. Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the Tender document, responses to requests for clarification, the minutes of a pre-arranged site visit and those of the pre-Tender meeting (if any), or Addenda to the Tender document in accordance with ITT 6.0. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.

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

6.0 Clarification of Tender Document, Site Visit, Pre-tender Meeting

A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the TDS or raise its enquiries during the pre-Tender meeting if provided for in accordance. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the TDS prior to the deadline for submission of tenders.

- 6.1 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and

examine and inspect the site(s) of the required contracts and obtain all information that may be necessary for preparing a tender. The costs of visiting the Site shall be at the Tenderer's own expense. The Procuring Entity shall specify in the TDS if a pre-arranged Site visit and or a pre- tender meeting will be held, when and where. The Tenderer's designated representative is invited to attend a pre-arranged site visit and a pre-tender meeting, as the case may be. The purpose of the site visit and the pre-tender meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

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

## 7.0 Amendment of Tender Documents

7.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tender Documents by issuing addenda.

7.2 Any addendum issued shall be part of the Tender Documents and shall be communicated in writing to all who have obtained the Tender Documents from the Procuring Entity.

7.3 To give Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend the dead line for the submission of Tenders.

## C. PREPARATION OF TENDERS

### 8.0 Cost of Tendering

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

### 9.0 Language of Tender

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

### 10.0 Documents Comprising the Tender

11.0 The Tender shall comprise the following:

- a) Form of Tender;
- b) Schedules including priced Bill of Quantities,
- c) Tender Security;
- d) Alternative Tender, if permissible;
- e) Any other document required in the TDS.

11.1 T e n d e r s submitted by a JV shall include a copy of the Joint Venture Agreement

entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed JV Agreement. Change of membership and conditions of the JV prior to contract signature will render the tender liable for disqualification.

#### 12.0 Alternative Tenders

12.1 Unless otherwise specified in the TDS, alternative Tenders shall not be considered.

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

#### 13.0 Tender Prices and Discounts

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

13.2 The price to be quoted in the Form of Tender shall be the total price of the Tender, including any discounts offered.

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

#### 14.0 Currencies of Tender and Payment

14.1 The currency(ies) of the Tender and the currency(ies) of payments shall be the same.

14.2 Tenderers shall quote entirely in Pakistani Rupees. The unit rates and the prices shall be quoted by the Tenderer in the Bill of Quantities, entirely in Pakistani Rupees.

14.3 Tenderers may be required by the Procuring Entity to justify, to the Procuring Entity's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data in the Appendix to Tender are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Tenderers.

#### 15.0 Documents Comprising the Technical Proposal

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

#### 16.0 Documents Establishing the Eligibility and Qualifications of the Tenderer

16.1 Tenderers shall complete the Form of Tender, included in Section IV, Tender Forms, to establish Tenderer's eligibility.

16.2 In accordance with the Evaluation and Qualification Criteria, Tenderer shall provide the information requested in this tender.

#### 17.0 Period of Validity of Tenders

17.1 Tenders shall remain valid for the Tender Validity period specified in the TDS. A tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

17.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing.

#### 18.0 Tender Security

The Tenderer shall furnish as part of its Tender a Tender Security as specified in the TDS, in original form, and in the amount and currency specified in the TDS.

#### 19.0 Format and Signing of Tender

The Tenderer shall prepare one original of the documents comprising the Tender clearly mark "ORIGINAL." Tenderers shall mark as "CONFIDENTIAL" all information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

- a) The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer.
- b) In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- c) Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

### 1. D. SUBMISSION AND OPENING OF TENDERS

#### 20.0 Sealing and Marking of Tenders

- a) The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date.

#### 21.0 Deadline for Submission of Tenders

- a) Tenders must be received by the Procuring Entity at the address specified in the TDS and no later than the date and time also specified in the TDS.

- b) The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders.

## 22.0 Late Tenders

The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of tenders.

## 23.0 Tender Opening

The Procuring Entity shall publicly open and read out all Tenders received by the deadline, at the date, time and place specified in the TDS, in the presence of Tenderers' designated representatives who chooses to attend.

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

authorization to request the withdrawal and is read out at Tender opening.

## 24.0 EVALUATION AND COMPARISON OF TENDERS

### 24.1 Confidentiality

- a) Information relating to the evaluation of Tenders and recommendation of contract award shall not be disclosed to Tenderers or any other persons not officially concerned with the Tender process until information on Intention to Award the Contract is transmitted to all Tenderers.
- b) Any effort by a Tenderer to influence the Procuring Entity in the evaluation of the Tenders or Contract award decisions may result in the rejection of its tender.

### 25.0 Determination of Responsiveness

- a) The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the tender itself.
- b) If a tender is not substantially responsive to the requirements of the tender document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

### 26.0 Arithmetical Errors

- a) The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.
- b) Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis: -
- c) Any error detected if considered a major deviation that affects the substance of

the tender, shall lead to disqualification of the tender as non-responsive.

- d) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and
- e) if there is a discrepancy between words and figures, the amount in words shall prevail.
- f) Tenderers shall be notified of any error detected in their bid during the notification of award.

#### 27.0 Nominated Subcontractors

- a) Unless otherwise stated in the TDS, the Procuring Entity does not intend to execute any specific elements of the Works by subcontractors selected/nominated by the Procuring Entity. In case the Procuring Entity nominates a subcontractor, the subcontract agreement shall be signed by the Subcontractor and the Procuring Entity. The main contract shall specify the working arrangements between the main contractor and the nominated subcontractor.
- b) Tenderers may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the TDS. Subcontractors proposed by the Tenderer shall be fully qualified for their parts of the Works.
- c) Domestic subcontractor's qualifications shall not be used by the Tenderer to qualify for the Works unless their specialized parts of the Works were previously designated so by the Procuring Entity in the TDS a scan be met by subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the qualifications of the Specialized Subcontractors proposed by the Tenderer may be added to the qualifications of the Tenderer.

#### 28.0 Evaluation of Tenders

- a) The Procuring Entity shall use the criteria and methodologies listed in this document. No other evaluation criteria or methodologies shall be permitted.

#### 29.0 Comparison of tenders

The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders to determine the Tender that has the lowest evaluated cost.

#### 30.0 Lowest evaluated tender

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

- a) Most responsive to the Tender document; and
- b) the lowest evaluated price.

31.0 Procuring entity's right to accept any tender, and to reject any or all tenders.

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

F. AWARD OF CONTRACT

31.0 Award criteria

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

32.0 Notice of Intention to Enter into a Contract/Notification of Award

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

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

33.0 Stand still Period

- a) The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.
- b) Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter into a Contract with the successful Tenderer.

34.0 Letter of Award

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

35.0 Signing of Contract

- a) Upon the expiry of the fourteen days of the Notification of Intention to enter in to contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.
- b) Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.
- c) The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.

36.0 Performance Security

- a) Within twenty-one (21) days of the receipt of the Letter of Award from the Procuring Entity, the successful Tenderer shall furnish the Performance Security and, any other documents required in the TDS, in accordance with the General Conditions of Contract.
- b) Failure of the successful Tenderer to submit the above-mentioned Performance Security and other documents required in the TDS or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.

## TENDER DATA SHEET (TDS)

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

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
A. General	
ITT 1.1	<p>The name of the contract is <b>PROPOSED RENOVATION WORKS TO CHANCERY AND RESIDENCE AT KENYA HIGH COMMISSION IN ISLAMABAD, ISLAMIC REPUBLIC OF PAKISTAN (PHASE II)</b></p> <p>The reference number of the Contract is AS PER TENDER ADVERTISEMENT NOTICE</p> <p>The scope of works includes but not limited to:</p> <ol style="list-style-type: none"> <li>1. Renovation Works to Chancer/Office;</li> <li>2. Renovation Works to Residence;</li> <li>3. Repair Works to Driveway;</li> <li>4. Repair Works to Perimeter Wall including gates.</li> <li>5. Repair Works to Electrical, Structured Cabling, Lift Installation and Mechanical Works.</li> </ol>
B. Contents of Tender Document	
ITT 6.0	<p>The Tenderer will submit any request for clarifications in writing to the Address:</p> <p style="padding-left: 40px;">The High Commissioner, Kenya High Commission, Street 27, Ramna 5 Diplomatic Enclave, P.O Box 2097, <b>ISLAMABAD, ISLAMIC REPUBLIC OF PAKISTAN</b></p>
ITT 6.1	<p>(A) A pre-arranged pre-tender site visit <i>shall</i> take place at the following date, time and place:</p> <p>Date: AS INDICATED IN THE TENDER ADVERTISEMENT NOTICE Time: AS INDICATED IN THE TENDER ADVERTISEMENT NOTICE Place: KENYA HIGH COMMISSION IN ISLAMABAD, ISLAMIC REPUBLIC OF PAKISTAN</p> <p>(B) Pre-Tender meeting SHALL TAKE PLACE ON THE DATE INDICATED IN THE TENDER ADVERTISEMENT NOTICE</p>
ITT 7.1	<p>The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than <i>Three Working Days</i> after the tender issuance day.</p>
ITT 17.0	Tender Validity Period: 126 DAYS
ITT 18.0	Tender Security: SHALL BE IN THE FORM OF GUARANTEE FROM A REPUTABLE BANK, AND IN PAKISTANI RUPEES EQUIVALENT TO 1% OF THE TENDER SUM
ITT 21.0	Deadline and Address for Submission of Tenders: KENYA HIGH COMMISSION IN ISLAMABAD, ISLAMIC REPUBLIC OF PAKISTAN. ON THE DATE IN THE TENDER ADVERTISEMENT NOTICE
ITT 23.0	Tender Opening Date and Time: AS PER TENDER INVITATION NOTICE
ITT 36.0	Performance Security shall be 10% of the Tender Sum and shall be in the form of guarantee from a reputable bank based in the Islamic Republic of Pakistan.

## SECTION III - EVALUATION AND QUALIFICATION CRITERIA

### **10 AWARD CRITERIA**

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

- (1) Preliminary Evaluation
- (2) Technical Evaluation
- (3) Financial Evaluation
- (4) Recommendation for award

### **STAGE1-PRELIMINARY EVALUATION**

The Tenderer shall be required to submit the following:

The Tenderer shall be required to submit the following:

- i. A valid Certificate of Incorporation;
- ii. A valid Tax Compliance;
- iii. Social Security Compliance- attach Certificate of Social Security Compliance from Institution in charge of Social Security in Pakistan
- iv. A signed affidavit or sworn statement for not engaging in corruption, fraud, or collusion.
- v. A tender document completely filled and signed by the person or persons authorized to do so on behalf of the Tenderer;
- vi. A completely filled, signed and stamped Form of Tender;
- vii. A valid tender security in the form of bank guarantee equivalent to 1% of the tender sum.
- viii. Attach Certificate of Good Standing to prove that the company is fiscally solvent and not under liquidation or bankruptcy- attach attestation from bank.
- ix. Proposed methodology for repair of existing electrical installation; structured cabling & CCTV installation; plumbing, drainage, and sanitary fittings.

Note: Any tenderer that does not meet all the above requirements shall be disqualified.

### **STAGE 2- TECHNICAL EVALUATION**

In this stage, the tenderer shall be required to provide the following information,

STAGE 2-QUALIFICATION FORM / TECHNICAL EVALUATION

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
1	Nationality	Nationality in accordance with ITT 3.6.	Forms ELI – 1.1 and 1.2, with attachments	
2	Tax Obligations for DRC Tenderers	Has produced a current tax clearance certificate or tax exemption certificate issued by the Islamic Republic of Pakistan Revenue Authority in accordance with ITT 3.14.	Attachment	
3	Conflict of Interest	No conflicts of interest in accordance with ITT 3.3	Form of Tender	
4	Public Procurement Regulatory Authority of Kenya Eligibility	Not having been declared ineligible by the PPRA as described in ITT 3.7	Form of Tender	<b>Not applicable in Foreign Country</b>
4	State- owned Enterprise	Meets conditions of ITT 3.8	Forms ELI – 1.1 and 1.2, with attachments	
5	Goods, equipment and services to be supplied under the contract	To have their origin in any country that is not determined ineligible under ITT 4.1	Forms ELI – 1.1 and 1.2, with attachments	
6	History of Non-Performing Contracts	Non-performance of a contract did not occur as a result of contractor default since 1 <sup>st</sup> January 2015	Form CON-2	
7	Suspension Based on Execution of Tender/Proposal Securing Declaration by the Procuring Entity	Not under suspension based on-execution of a Tender/Proposal Securing Declaration pursuant to ITT 19.9	Form of Tender	
8	Pending Litigation	Tender's financial position and prospective long-term profitability still sound according to criteria established in 3.1 and assuming that all pending litigation will NOT be resolved against the Tenderer.	Form CON – 2	
9	Litigation History	No consistent history of court/arbitral award decisions against the Tenderer since 1 <sup>st</sup> January .	Form CON – 2	

1 Item No.	2 Qualification Subject	3 Qualification Requirement	4 <i>Document To be Completed by Tenderer</i>	5 <i>For Procuring Entity's Use (Qualification met or Not Met)</i>
<p>1. Non performance, as decided by the Employer, shall include all contracts where</p> <ol style="list-style-type: none"> <li>a. nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and</li> <li>b. contracts that were so challenged but fully settled against the contractor.</li> <li>c. Non performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism.</li> <li>d. Non performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.</li> </ol> <p>2. This requirement also applies to contracts executed by the Bidder as JV member.</p>				
11	Financial Capabilities	<p>(i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as <b>30 Percent equivalent</b> for the subject contract(s) net in Pakistan Rupees of the Tenderer's other commitments.</p> <p>(ii) The Tenderers shall also demonstrate, to the satisfaction of the Procuring Entity, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.</p> <p>(iii) The audited balance sheets or, if not required by the laws of the Tenderer's country, other financial statements acceptable to the Procuring Entity, for the last [3] years shall be submitted and</p>	Form FIN – 3.1, with attachments	

1 Item No.	2 Qualification Subject	3 Qualification Requirement	4 <i>Document To be Completed by Tenderer</i>	5 <i>For Procuring Entity's Use (Qualification met or Not Met)</i>
		must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability. <b><i>Attach evidence in form of letter from bank, overdraft facility, current bank statements for the last 6 months)</i></b>		
12	Average Construction Turnover	Minimum average construction turnover <b>2.5 times</b> of contract sum in Pakistan Rupees equivalent calculated as total certified payments received for contracts in progress and/or completed within the last <i>3</i> years, divided by <i>3</i> years <b><i>Attach evidence in form of audited accounts serialized on every page; duly signed and stamped by a registered auditor /audit firm.</i></b>	Form FIN – 3.2	
13	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor starting 1 <sup>st</sup> January 2023. A minimum number of 3 contracts Provide Completion certificates/ Recommendation letter	<b>4. Form EXP – 4.1 Experience</b>	
14	Specific Construction & Contract Management Experience	A minimum number of <i>3</i> similar contracts specified below that have been satisfactorily and substantially completed as a prime contractor, joint venture member, management contractor or sub-contractor between 1st January 2023 and tender submission deadline i.e. .... <i>3</i> (contracts, each of minimum value 80% of contract sum in Pakistan Rupees equivalent. [Bidders shall attach copies of the following: a) Letters of Award b) Signed Contract and c) Completion Certificate for the respective projects. d) For Completed projects provide Recommendation letter from clients or consultants  If project is ongoing it must be at least 80% complete. Bidder to attach copies of interim payment certificates. The similarity of the contracts shall be based on the following:	Form EXP 4.2(a)	

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	<i>Document To be Completed by Tenderer</i>	<i>For Procuring Entity's Use (Qualification met or Not Met)</i>
		<i>[Based on Section VII, Scope of Works, specify the minimum key requirements in terms of physical size, complexity, construction method, technology and/or other characteristics including part of the requirements that may be met by specialized subcontractors, if permitted in accordance with ITT 34.3]</i>		

1. The similarity shall be based on the physical size, complexity, methods/technology and/or other characteristics described in the Bills of Quantities and Drawings. Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.
2. Substantial completion shall be based on 80% or more works completed under the contract.
3. For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder's share, by value, shall be considered to meet this requirement.
4. In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

Item No.	Qualification Subject	Qualification Requirement	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)	
<b>5. Equipment</b>					
15	Contractors key equipment	1) 2No. 15 Ton Tipper Lorries	Form EQU: Equipment	Form EQU: Equipment	
		2) Pick-ups- Two (2)	Form EQU: Equipment		
		<p><b>Notes</b></p> <ul style="list-style-type: none"> <li>If the equipment is owned, must provide <b>CLEAR</b> copies of logbooks or proof of ownership.</li> </ul> <p>If equipment is hired or leased Provide a commitment letter from the lessor of the equipment addressed to</p> <p>The High Commissioner,  <b>Kenya High Commission,</b>  <b>P.O. Box 2097,</b>  <b>Islamabad, Pakistan</b>  <b>Tel. +92-51-8851101</b></p> <p>Physical Address: Kenya High Commission, <i>Islamabad, Plot No. 1-2-3, Street 27, Ramna 5 Diplomatic Enclave</i>  Email: <a href="mailto:Islamabad@mfa.go.ke">Islamabad@mfa.go.ke</a>, khcislamabad@gmail.com</p> <p>indicating that the lessor shall avail the equipment upon award of the tender and submit a copy of a written agreement to lease between lessee and lessor indicating list of equipment and their corresponding copies of logbooks or proof of ownership by lessor;</p> <ul style="list-style-type: none"> <li>The equipment listed shall be available on site when required</li> </ul>			

Item No.	Qualification Subject	Qualification Requirement	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
<b>6. Key Personnel</b>				
16	Contractor's Representative and Key Personnel	<p><b>a) Project Manager</b>  <u>Minimum qualifications and technical experience</u></p> <ol style="list-style-type: none"> <li>1. Bachelor's degree in Architecture, Quantity Surveying, Construction Management or Civil / Structural Engineering.</li> <li>2. Registered Professional with the respective registration bodies with a valid practicing license -</li> <li>3. General Experience –15 years.</li> <li>4. Specific experience on Construction of building works – 10 years.</li> </ol> <p><b>b) 1 No. Site Agents</b>  <u>Minimum qualifications and technical experience</u></p> <ol style="list-style-type: none"> <li>1. Higher Diploma in Building Construction or equivalent.</li> <li>2. Specific experience on Construction of building works – 10 years.</li> </ol> <p><b>c) Foreman</b>  <u>Minimum qualifications and technical experience</u></p> <ol style="list-style-type: none"> <li>1. Certificate- Building Construction, Electrical, Mechanical</li> <li>2. Experience – 5 years</li> </ol> <p><b>d) Artisans 2No.</b>  <u>Minimum qualifications and technical experience</u></p> <ol style="list-style-type: none"> <li>1 Trade Test certificate in relevant field</li> <li>2 Experience-5 years.</li> </ol>	Form PER -1 & Form PER -2	

Item No.	Qualification Subject	Qualification Requirement	<i>Document To be Completed by Tenderer</i>	<i>For Procuring Entity's Use (Qualification met or Not Met)</i>
		<p>e) <b>Occupational Health and Safety Personnel Qualifications and technical experience</b></p> <ol style="list-style-type: none"> <li>1. Certificate- Occupational Safety and Health</li> <li>2. Experience – 5 years</li> </ol> <p><b>Note: Certified copies of certificates to be provided as evidence and also Identification cards</b></p>		
17	Work Methodology and Work Program	<ol style="list-style-type: none"> <li>1) Provided a detailed Work Methodology: Procedure on execution of activities as outlined in the Bills of Quantities</li> <li>2) Provide a detailed Work program on <b>A3</b> using Micro soft Project</li> <li>3) Detailed Cashflow Projections</li> </ol>		

Note: Any tender that does meet the above requirements shall be disqualified

### STAGE 3 - FINANCIAL EVALUATION

Upon completion of the technical evaluation, a detailed financial evaluation for the bidder shall follow. (The financial evaluation shall proceed in the manner described in the Public Procurement and Asset Disposal Act of the Republic of Kenya (PPADA) 2015(Revised Edition 2022) of the laws of Kenya and Public Procurement and Disposal Regulations 2022. The evaluation shall be in three stages

- a. Arithmetic error check
- b. Comparison of Rates for the bidder
- c. Consistency of the Rates for the bidder

#### a) CORRECTION, REVISION, ADJUSTMENT AND AMENDMENT OF TENDER

Tender sum will be corrected by the Procuring Entity as follows to Clause 82(i) of PPADA 2015 (Revised Edition 2022) and Clause 31(a) of Standard Tender Document for Procurement for Procurement of Small Works.

- i. In the event of a discrepancy between the tender amount as stated in the form of Tender and the corrected tender figure in the Main summary of the Bills of Quantities, the amount as stated in the Form of tender shall prevail.
- ii. Pursuant to section 82 the Public Procurement and Asset Disposal Act 2015(Revised Edition 2022), the tender sum as submitted and read out during tender opening shall be absolute and final and shall not be subject correction, adjustment or amendment in any way by any person or entity.
- iii. The Tenders with arithmetic errors shall be disqualified as per Clauses 33.2(b) of the Standard Tender Document. Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive.”

#### b) COMPARISON OF RATES FOR THE BIDDER

The evaluation committee will compare the rates with major components of the works and make note

#### c) CONSISTENCY OF THE RATES

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

### STAGE 4 - DUE DILIGENCE

Particulars of post – qualification if applicable.

**The Evaluation Committee shall inspect the premises and conduct due diligence** to seek further clarification/confirmation, if necessary, to confirm authenticity/ compliance of any condition of the tender/qualifications of the tenderer in line with **Section 83 (1) of the Public Procurement and Asset Disposal Act,2015(Revised Edition 2022)**

### STAGE 5: RECOMMENDATION FOR AWARD

Award Criteria: The firm achieving the lowest evaluated tender price will be awarded the contract in line with Section 86(1) of the Public Procurement and Disposal Act,2015(Revised Edition 2022) subject to the due diligence clarifications and confirmation.

*SECTION IV - TENDERING FORMS*

QUALIFICATION FORMS

**1. FOREIGN TENDERERS 40%RULE**

Pursuant to ITT 3.9, a foreign tenderer must complete this form to demonstrate that the tender fulfils this condition.

ITEM	Description of Work Item	Describe location of Source	Cost in Pakistani Rupees	Comments, if any
A	Local Labor			
1				
2				
3				
4				
5				
B	Sub contracts from Local sources			
1				
2				
3				
4				
5				
C	Local materials			
1				
2				
3				
4				
5				
D	Use of Local Plant and Equipment			
1				
2				
3				
4				
5				
E	Add any other items			
1				
2				
3				
4				
5				
6				
	TOTAL COST LOCAL CONTENT		XXXXX	
	PERCENTAGE OF CONTRACT PRICE			

## 2. FORMEQU: EQUIPMENT

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

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Tenderer.

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

### 3. FORM PER -1

#### Contractor's Representative and Key Personnel Schedule

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

#### Contractor' Representative and Key Personnel

1.	Title of position: Contractor's Representative	
	Name of candidate:	
	Duration of appointment:	
	Time commitment: for this position:	
	Expected time schedule for this position:	
2.	Title of position:	
	Name of candidate:	
	Duration of appointment:	
	Time commitment: for this position:	
	Expected time schedule for this position:	
3.	Title of position:	
	Name of candidate:	
	Duration of appointment:	
	Time commitment: for this position:	
	Expected time schedule for this position:	
4.	Title of position:	
	Name of candidate:	
	Duration of appointment:	
	Time commitment: for this position:	
	Expected time schedule for this position:	
5.	Title of position:	
	Name of candidate:	
	Duration of appointment:	
	Time commitment: for this position:	
	Expected time schedule for this position:	

**4. FORM PER - 2:**

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

Name of Tenderer
------------------

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

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

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

Declaration

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

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

<b>Commitment</b>	<b>Details</b>
Commitment to duration of contract:	
Time commitment:	

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

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

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

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

Countersignature of authorized representative of the Tenderer:

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

## 5. TENDERERS QUALIFICATION WITHOUT PREQUALIFICATION

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

### 5.1 FORM ELI -1.1

Tenderer Information Form

Date: \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

Tenderer's name
In case of Joint Venture (JV), name of each member:
Tenderer's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Tenderer's actual or intended year of incorporation:
Tenderer's legal address [in country of registration]:
Tenderer's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 3.6 <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.5 <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 3.8, documents establishing: <ul style="list-style-type: none"><li>• Legal and financial autonomy</li><li>• Operation under commercial law</li></ul> <ol style="list-style-type: none"><li>1. Establishing that the Tenderer is not under the supervision of the Procuring Entity</li><li>2. Included are the organizational chart and a list of Board of Directors</li></ol>

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

Date: \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

Tenderer's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 3.6. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 3.5.  2. Included are the organizational chart and a list of Board of Directors.

### Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

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

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Pakistani Rupees Equivalent (exchange rate)
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Pakistani Rupees Equivalent (exchange rate)
		Contract Identification: Name of Procuring Entity: Address of Procuring Entity: Matter in dispute: Party who initiated the dispute: Status of dispute:	
<b>Litigation History in accordance with Section III, Evaluation and Qualification Criteria</b>			
<input type="checkbox"/> No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4. <input type="checkbox"/> Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Entity" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

Include details relating to potential bid-rigging practices such as previous occasions where tenders were withdrawn, joint bids with competitors, subcontracting work to unsuccessful tenderers, etc.

## 5.4 FORM FIN – 3.1:

### Financial Situation and Performance

Tenderer's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

#### 5.4.1. Financial Data

Type of Financial information in _____ (currency)	Historic information for previous _____ years, _____				
	(amount in currency, currency, exchange rate*, Pakistani Rupees equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

\*Refer to ITT 15 for the exchange rate

### 5.4.2 Sources of Finance

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

No.	Source of finance	Amount (Pakistani Rupees equivalent)
1		
2		
3		

### 5.4.3 Financial documents

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

- (a) reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity (such as parent company or group member).
- (b) be independently audited or certified in accordance with local legislation.
- (c) be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited.

Attached are copies of financial statements<sup>1</sup> for the \_\_\_\_\_ years required above; and complying with the requirements

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

**5.5 FORM FIN – 3.2:**

**Average Annual Construction Turnover**

Tenderer's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

Annual turnover data (construction only)			
Year	Amount Currency	Exchange rate	Pakistani Rupees equivalent
<i>[indicate year]</i>			
Average Annual Construction Turnover *			

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

## 5.6 FORM FIN – 3.3:

### Financial Resources

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

<b>Financial Resources</b>		
<b>No.</b>	<b>Source of financing</b>	<b>Amount (Pakistani Rupees equivalent)</b>
1		
2		
3		

## 5.7 FORM FIN – 3.4:

### Current Contract Commitments / Works in Progress

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

<b>Current Contract Commitments</b>					
<b>No.</b>	<b>Name of Contract</b>	<b>Procuring Entity's Contact Address, Tel,</b>	<b>Value of Outstanding Work [Current Pakistani Rupees /month Equivalent]</b>	<b>Estimated Completion Date</b>	<b>Average Monthly Invoicing Over Last Six Months [Pakistani Rupees /month]</b>
1					
2					
3					
4					
5					

**5.8 FORM EXP - 4.1**

**General Construction Experience**

Tenderer's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

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

**5.9 FORM EXP - 4.2(a)**

**Specific Construction and Contract Management Experience**

Tenderer's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount	<b>Pakistani Rupees</b>			
If member in a JV or sub-contractor, specify participation in total Contract amount				
Procuring Entity's Name:				
Address:				
Telephone/fax number				
E-mail:				

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

Specific Construction and Contract Management Experience (cont.)

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

## 5.10 FORM EXP - 4.2(b)

### Construction Experience in Key Activities

Tenderer's Name: \_\_\_\_\_

Date: \_\_\_\_\_

Tenderer's JV Member Name: \_\_\_\_\_

Sub-contractor's Name<sup>2</sup> (as per ITT 34): \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

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

1. Key Activity No One: \_

Information				
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount				<b>Pakistani Rupees</b>
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)	Actual Quantity Performed (i) x (ii)	
Year 1				
Year 2				
Year 3				
Year 4				
Procuring Entity's Name:				
Address: Telephone/fax number E-mail:				

<sup>2</sup> If applicable

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

OTHER FORMS

**6. FORM OF TENDER**

*(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)*

**INSTRUCTIONS TO TENDERERS**

- i) All italicized text is to help the Tenderer in preparing this form.*
- ii) The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address. Tenderers are reminded that this is a mandatory requirement.*
- iii) Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION FORMS OF THE TENDERER as listed under (xxii) below.*

**Date of this Tender submission:** .....*[insert date (as day, month and year) of Tender submission]*

**Tender Name and Identification:**.....*[insert identification]* **Alternative No.:**.....*[insert identification No if this is a Tender for an alternative]*

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

**Date of this Tender submission:** *[insert date (as day, month and year) of Tender submission]*

**Request for Tender No.:** *[insert identification]* **Name and description of Tender**  
*[Insert as per ITT) Alternative No.:* *[insert identification No if this is a Tender for an alternative]*

**To:** *[insert complete name of Procuring Entity]*

Dear Sirs,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct and complete the Works and remedy any defects therein for the sum of Pakistan Rupees *[[Amount in figures]* \_\_\_\_\_ *[amount in words]* \_\_\_\_\_

The above amount includes foreign currency<sup>3</sup> amount (s) of *[state figure or a percentage and currency]* *[figures]* \_\_\_\_\_ *[words]* \_\_\_\_\_

2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Architect notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Special Conditions of Contract.

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<sup>3</sup> *The percentage quoted above should not include provisional sums, and not more than two foreign currencies are allowed.*

3. We agree to adhere by this tender until \_\_\_\_\_ *[Insert date]*, and it shall remain binding upon us and may be accepted at any time before that date.
4. We understand that you are not bound to accept the lowest or any tender you may receive.
5. We, the under signed, further declare that:
  - i) No reservations: We have examined and have no reservations to the tender document, including Addenda issued in accordance with ITT 28;
  - ii) Eligibility: We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3 and 4;
  - iii) Tender - Securing Declaration: We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing or Proposal-Securing Declaration in the Procuring Entity's Country in accordance with ITT 19.8;
  - iv) Conformity: We offer to execute in conformity with the tendering documents and in accordance with the implementation and completion specified in the construction schedule, the following Works: *[insert a brief description of the Works]*;
  - v) Tender Price: The total price of our Tender, excluding any discounts offered in item 1 above is: *[Insert one of the options below as appropriate]*
  - vi) Option 1, in case of one lot: Total price is: *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies]*; or  
Option2, in case of multiple lots:
    - (a) Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*; and
    - (b) Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;
  - vii) Discounts: The discounts offered and the methodology for their application are:
  - viii) The discounts offered are: *[Specify in detail each discount offered.]*
  - ix) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
  - x) Tender Validity Period: Our Tender shall be valid for the period specified in TDS 18.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
  - xi) Performance Security: If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering document;
  - xii) One Tender Per Tender: We are not submitting any other Tender(s) as an individual Tender, and we are not participating in any other Tender(s) as a Joint Venture member or as a sub-contractor, and meet the requirements of ITT 3.4, other than alternative Tenders submitted in accordance with ITT 13.3;
  - xiii) Suspension and Debarment: We, along with any of our subcontractors, suppliers, Engineer, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary

suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.

- xiv) State-owned enterprise or institution: [*select the appropriate option and delete the other*] [*We are not a state- owned enterprise or institution*]/[*We are a state-owned enterprise or institution but meet the requirements of ITT3.8*];
- xv) Commissions, gratuities, fees: We have paid, or will pay the following commissions, gratuities, or fees with respect to the tender process or execution of the Contract: [*insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity*].

Name of Recipient	Address	Reason	Amount

*(If none has been paid or is to be paid, indicate “none.”)*

- xvi) Binding Contract: We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- xvii) Not Bound to Accept: We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender or any other Tender that you may receive;
- xviii) Fraud and Corruption: We here by certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption; and
- xix) Collusive practices: We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent Tender Determination” attached below.
- xx) We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from\_\_\_\_(*specify website*) during the procurement process and the execution of any resulting contract.
- xxi) Beneficial Ownership Information: We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.
- xxii) We, the Tenderer, have duly completed, signed and stamped the following Forms as part of our Tender:
  - a) Tenderer's Eligibility; Confidential Business Questionnaire - to establish we are not in any conflict to interest.
  - (b) Certificate of Independent Tender Determination - to declare that we completed the tender without colluding with other tenderers.
  - (a) Self-Declaration of the Tenderer - to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.

(d) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

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

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

**Name of the person duly authorized to sign the Tender on behalf of the Tenderer:**

*\*\*[insert complete name of person duly authorized to sign the Tender]*

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

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

**Date signed** *[insert date of signing]* day of *[insert month]*, *[insert year]*

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ Notes

*\* In the case of the Tender submitted by joint venture specify the name of the Joint Venture as Tenderer.*

*\*\*Person signing the Tender shall have the power of attorney given by the Tenderer to be attached with the Tender.*

**(a) TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE**

Instruction to Tenderer

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

**(a) Tenderer's details**

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

**General and Specific Details**

**(b) Sole Proprietor**, provide the following details.

Name in full \_\_\_\_\_ Age \_\_\_\_\_  
Nationality \_\_\_\_\_ Country of Origin \_\_\_\_\_  
Citizenship \_\_\_\_\_

(c) **Partnership**, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

(d) **Registered Company**, provide the following details.

- i) Private or public Company \_\_\_\_\_  
 ii) State the nominal and issued capital of the Company \_\_\_\_\_

Nominal Pakistani Rupees (Equivalent).....  
 Issued Pakistani Rupees (Equivalent).....

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

(e) **DISCLOSURE OF INTEREST** - Interest of the Firm in the Procuring Entity.

- i) Are there any person/persons in..... (*Name of Procuring Entity*) who has/have an interest or relationship in this firm? Yes/No.....If yes, provide details as follows.

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

(i) **Conflict of interest disclosure**

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

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

**Certification**

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

Full Name \_\_\_\_\_

Title or Designation \_\_\_\_\_

\_\_\_\_\_

*(Signature)*

\_\_\_\_\_

*(Date)*

**b) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - a) Has been requested to submit a Tender in response to this request for tenders;
  - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
  - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - b) The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5)(a) or(5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) methods, factors or formulas used to calculate prices;
  - c) the intention or decision to submit, or not to submit, a tender; or
  - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5)(b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, which ever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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

(c) SELF- DECLARATION FORMS

FORM SD1

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

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

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Senior Principal Officer/Director of ..... *(insert name of the Company)* who is a Bidder in respect of **Tender No.** ..... for ..... *(insert tender title/description)* for ..... *(insert name of the Procuring entity)* and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to here in above is true to the best of my knowledge, information and belief.

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

Bidder Official Stamp

FORM SD2

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

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

- 1. THAT I am the Chief Executive/Managing Director/Senior Principal Officer/Director of ..... (insert name of the Company) who is a Bidder in respect of Tender No..... for ..... (insert tender title/description) for ..... (insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents/subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ..... (insert name of the Procuring entity) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ..... (name of the procuring entity).
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to here in above is true to the best of my knowledge information and belief.

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

Bidder's Official Stamp

*DECLARATION AND COMMITMENT TO THE CODE OF ETHICS*

I ..... (person) on behalf of *(Name of the Business/ Company/Firm)*  
.....

..... declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

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

Name of Authorized signatory.....

Sign.....

Position.....

Office address.....

Telephone..... Email.....

Name of the Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name.....

Sign.....

Date.....

(d) APPENDIX 1 - FRAUD AND CORRUPTION

*(Appendix 1 shall not be modified)*

1. Purpose

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

2. Requirements

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

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

- 1) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- 2) A person referred to under subsection (1) who contravenes the provisions of that subsection commits an offence;
- 3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
  - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
  - b) if a contract has already been entered into with the person, the contract shall be voidable;
- 4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- 5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -
  - a) Shall not take part in the procurement proceedings;
  - b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
  - c) shall not be a subcontractor or for the tender to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.

- 6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
  - 7) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.
3. In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:
- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
    - i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
    - ii) "fraudulent practice" is any act or omission, including is representation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
    - iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
    - iv) "obstructive practice" is:
      - Deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
      - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.
  - b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
 

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
  - c) Rejects a proposal for award<sup>1</sup> of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- d) Pursuant to the Kenya's above stated Acts and Regulations, may recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
- e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring(i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect<sup>2</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
- f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

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<sup>1</sup>For the avoidance of doubt, a party's in eligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hardcopy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

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

Beneficiary: \_\_\_\_\_

Request for Tenders No: Date: \_\_\_\_\_

TENDER GUARANTEE No.: \_\_\_\_\_

**Guarantor:** \_\_\_\_\_

1. We have been informed that \_\_\_\_\_ (herein after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (herein after called" the Tender") for the execution of \_\_\_\_\_ under Request for Tenders No. ("the ITT").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_ (\_\_\_\_) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
  - (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
  - b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

\_\_\_\_\_  
*[signature(s)]*

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

**FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]**

**TENDER GUARANTEE No.:** \_\_\_\_\_

1. Whereas ..... [*Name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated ..... [*Date of submission of tender*] for the ..... [*Name and/or description of the tender*] (hereinafter called “the Tender”) for the execution of works under Request for Tenders No. \_\_\_\_\_ (“the ITT”).
2. KNOW ALL PEOPLE by these presents that WE ..... of ..... [**Name of Insurance Company**] having our registered office at ..... (hereinafter called “the Guarantor”), are bound unto ..... [*Name of Procuring Entity*] (hereinafter called “the Procuring Entity”) in the sum of ..... (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this \_\_\_ day of \_\_\_\_\_ 20 \_\_.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
  - a) has withdrawn its Tender during the period of Tender validity set forth in the Principal’s Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
  - b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity's Tendering document, then the guarantee undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

\_\_\_\_\_  
*[Date]*

\_\_\_\_\_  
*[Signature of the Guarantor]*

\_\_\_\_\_  
*[Witness]*

\_\_\_\_\_  
*[Seal]*

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

FORM OF TENDER - SECURING DECLARATION

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

Date: ..... *[insert date (as day, month and year) of Tender Submission]*

Tender No.: ..... *[insert number of tendering process]*

To: ..... *[insert complete name of Purchaser]* I/We, the

undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we— (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
  - a) Our receipt of a copy of your notification of the name of the successful Tenderer; or
  - b) thirty days after the expiration of our Tender.
4. I/We understand that if I am /we are/ in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:..... Capacity/title (director or partner or sole proprietor, etc.) .....

Name:..... Duly authorized to sign the bid for and on behalf of: *[insert complete name of Tenderer]*

Dated on ..... day of ....., ..... *[Insert date of signing]* Seal or stamp

*Appendix to Tender*

Schedule of Currency requirements

Summary of currencies of the Tender for \_\_\_\_\_ *[insert name of Section of the Works]*

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

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## PART II - WORKS REQUIREMENTS

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*SECTION V - BILLS OF QUANTITIES*

A. Notes and Sample Items for Preparing a Bill of Quantities

1. These Notes for Preparing a Bill of Quantities are intended only as information for the Procuring Entity or the person drafting the Tender Documents. Priced Bills of Quantities shall be part and parcel of the Contract Documents.
2. The objectives and purpose of the Bills of Quantities are to provide sufficient information on the specifications, descriptions and quantities of Works to be performed to enable tenders to be prepared efficiently and accurately and 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 insufficient 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 clear as possible.
3. The Bills of Quantities should be divided generally into the following sections:
  - a) Preambles
  - b) Preliminary items
  - c) Work Items
  - c) Daywork Schedule; and
  - d) Provisional items
  - e) Summary.

4. NOTES TO PREPARING PREAMBLES

- 4.1 The Preambles should include only those items that constitute the cost of the works but would not be priced separately as they are expected to be included in the unit prices. Care should be taken to ensure that these items are not are petition of the conditions of contract. The Preambles should indicate the inclusiveness of the unit prices and should state the methods of measurement that have been adopted in the preparation of the Bill of Quantities, that are to be used for the measurement of any part of the Works. The units of measurement and abbreviations should be defined and any mandatory national units defined and described. The methods of and procedure for re- measurement should be described in the Preambles.
- 4.2 Units of Measurement - The following units of measurement and abbreviations shall be used: -

Unit	Abbreviation
Running Feet	RF
Square Feet	SF
Number	NO

- 4.3 The Bills of Quantities shall be read in conjunction with the Instructions to Tenders, General and Special Conditions of Contract, Technical Specifications, and Drawings.
- 4.4 The quantities given in the Bills of Quantities are estimated and partly provisional and are given to provide a common basis for tendering. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices tender in the priced Bills of Quantities, where applicable, and otherwise at such rates and prices as the Architect may fix within the terms of the Contract.

45. The rates and prices tender in the priced Bills of Quantities shall, except in so far as it is otherwise provided under the Contract, include all Constructional Plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.
46. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
47. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced 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.
48. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bills of Quantities. References to the relevant sections of the Contract documents shall be made before entering prices against each item in the priced Bills of Quantities.
49. Provisional Sums and contingency sums included and so designated in the Bills of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clause 13.5 and Clause 13.6 of the General Conditions of contract.
- 4.10 In preparing the Bills of Quantities, notes should be removed as they are intended to guide the person preparing the Tender Documents. The Contractor must allow in his rates for any costs associated with and complying with the requirements in the Preambles.
- 4.11 Should a tenderer/contractor not price any item in any section of the Bills of Quantities including Preliminary items, it will be assumed that he/she has spread its cost in other areas that he/she will have priced. Therefore, the item or items will be executed without any additional costs or without being treated like variations.

## 5. NOTES ON PREPARING BILLS OF QUANTITIES

- 5.1 The Preliminary Items should be limited to tangible items that should be priced by the tenderer, are identifiable and can be priced separately and included in the interim valuations precisely. Such items may include such items as site office, notice boards, 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.
- 5.2 The work 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. Such groups could be ground excavations, structures, external works, services, etc. General items common to all parts of the Works may be grouped as a separate section in the Bill of Quantities.
- 5.3 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 where appropriate.
- 5.4 Where the measured items are deemed not to be exact because of the likelihood that the scope can change during the execution of the works, such items could be subject to re-measurement, the word “**provisional**” should be used to identify such cases. Where whole sections of the work items fall in this class, for example foundations, they should be labelled

“Provisional Quantities” or “Provisional Items” so that the Tenderer/Contractor is advised up front that such items are subject to re-measurement to be done before such work is covered-up.

- 55 All items that have not been measured and therefore not subject to tenders pricing should be listed in the Bills of Quantities as **Provisional Sums** for particular item or class of Work, which may be subject to a nominated subcontract or separate measurements at a later date during the execution of the works. For example, if it is deemed not possible to measure electrical works before going to tender because detail designs are not ready, a provisional sum can be allowed in the Bills of Quantities for “Installation of Electrical Works” to be executed later when actual design details are completed. To the extent not covered above, there should be in the Bills of Quantities a general provision for physical and financial contingencies made as a “Contingencies” and “Provisional Sum for Fluctuations”. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises.
- 56 Provisional sums to cover specialized works normally carried out by Nominated Sub Contractors should be avoided and instead Bills of Quantities of the specialized 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 specialized 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.
- 57 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 Procuring Entity of the realism of rates quoted by the tenderers, the Daywork Schedule should normally comprise:
- i) A list of the various classes of labor, and materials for which basic.
  - ii) Daywork rates and prices for various categories of labor 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.
  - iii) A percentage to be entered by the tenderer against each basic Day work item.
  - iv) Subtotal amount for labor, materials and plant representing the Contractor's profit, overheads, supervision and other charges.
- 58 The Summary should contain a tabulation of the separate parts of the Bills of Quantities carried forward, with provisional sums for Daywork, Provisional sums and Contingencies, and provision for Total Costing. The last line should allow for tenderer to indicate any discounts before arriving at a total cost carried forward to the Form of Tender.

*BILLS OF QUANTITIES*

(a) Preambles

1. Drawings are Attached

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## PART III - CONDITIONS OF CONTRACT

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*SECTION VIII - GENERAL CONDITIONS OF CONTRACT (GCC)*

**NAME OF CLIENT: KENYA HIGH COMMISSION, ISLAMABAD, PAKISTAN**

**NAME OF PROJECT: PROPOSED RENOVATION WORKS TO CHANCERY AND RESIDENCE AT KENYA HIGH COMMISSION IN ISLAMABAD, PAKISTAN, ISLAMIC REPUBLIC OF PAKISTAN, PLOT NO.1-2-3. STREET 27, RAMNA 5 DIPLOMATIC ENCLAVE (PHASE II)**

**PROJECT MANAGER: WORKS SECRETARY, STATE DEPARTMENT FOR PUBLIC WORKS, MINISTRY OF LANDS, PUBLIC WORKS, HOUSING AND URBAN DEVELOPMENT**

General Conditions of Contract

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**1. GENERAL PROVISIONS**

**1.1 Definitions**

In this Contract, except where context otherwise requires, the following terms shall be interpreted as indicated below. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

**“Accepted Contract Amount”** means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.

**“Base Date”** means a date 30 day prior to the submission of tenders.

**“Bill of Quantities”** means the priced and completed Bill of Quantities forming part of the tender. **“Completion Date”** means the date of completion of the Works as certified by the Engineer.

**“Contract Price”** means the price defined in the contract and thereafter as adjusted in accordance with the provisions of the Contract.

**“Contract”** means the agreement entered into between the Procuring Entity 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.

**“Contractor's Documents”** means the calculations, computer programs and other software, progress reports, drawings, manuals, models and other documents of a technical nature (if any) supplied by the Contractor under the Contract.

**“Contractor's Equipment”** means all apparatus, machinery, vehicles and other things required for the execution and completion of the Works and the remedying of any defects. However, Contractor's Equipment excludes Temporary Works, Procuring Entity's Equipment (if any), Plant, Materials and any other things intended to form or forming part of the Permanent Works.

**“Contractor's Personnel”** means the Contractor's Representative and all personnel whom the Contractor utilizes on Site, who may include the staff, labor and other employees of the Contractor and of each Subcontractor; and any other personnel assisting the Contractor in the execution of the Works.

**“Contractor's Representative”** means the person named by the Contractor in the Contractor appointed from time to time by the Contractor who acts on behalf of the Contractor.

**“Contractor”** means the person(s) named as contractor in the Form of Tender accepted by the Procuring Entity.

**“Cost”** means expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit.

**“Day”** means a calendar day and **“year”** means 365 days.

**“Dayworks”** means Work inputs subject to payment on a time basis for labour and the associated materials and plant

**“Defect”** means any part of the Works not completed in accordance with the Contract.

**“Defects Liability Certificate”** means the certificate issued by Architect upon correction of defects by the Contractor.

**“Defects Liability Period”** means the period named in the Special Conditions of Contract and calculated from the Completion Date, within which the contractor is liable for any defects that may develop in the handed over works.

**“Defects Notification Period”** means the period for notifying defects in the Works or a Section (as the case may be) under Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects], which extends over the days stated in the Special Conditions of Contract.

**“Drawings”** means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Procuring Entity in accordance with the Contract.

**“Final Payment Certificate”** means the payment certificate issued under Sub-Clause 14.13 [Issue of Final Payment Certificate].

**“Final Statement”** means the statement defined in Sub-Clause 14.11 [Application for Final Payment Certificate]. **“Force Majeure”** is defined in Clause 19 [Force Majeure].

**“Foreign Currency”** means a currency of another country (not Kenya) in which part (or all) of the Contract Price is payable, but not the Local Currency.

**“Goods”** means Contractor's Equipment, Materials, Plant and Temporary Works, or any of them as appropriate.

**“Interim Payment Certificate”** means a payment certificate issued under Clause 14 [Contract Price and Payment], other than the Final Payment Certificate.

**“Laws”** means all national legislation, statutes, ordinances, and regulations and by-laws of any legally constituted public authority.

**“Letter of Acceptance”** means the letter of formal acceptance of a tender, signed by Procuring Entity, including any annexed memoranda comprising agreements between and signed by both Parties.

**“Local Currency”** means the currency of the Islamic Republic of Pakistan.

**“Materials”** means things of all kinds (other than Plant) intended to form or forming part of the Permanent Works, including the supply-only materials (if any) to be supplied by the Contractor under the Contract.

**“Notice of Dissatisfaction”** means the notice given by either Party to the other under Sub-Clause 20.3 indicating its dissatisfaction and intention to commence arbitration.

**“Special Conditions of Contract”** means the pages completed by the Procuring Entity entitled Special Conditions of Contract which constitute Part A of the Special Conditions.

**“Party”** means the Procuring Entity or the Contractor, as the context requires.

**“Payment Certificate”** means a payment certificate issued under Clause 14 [Contract Price and

Payment]. **“Performance Certificate”** means the certificate issued under Sub-Clause 11.9 [Performance

Certificate]. **“Performance Security”** means the security (or securities, if any) under Sub-Clause 4.2

[Performance Security]. **“Permanent Works”** means the permanent works to be executed by the

Contractor under the Contract.

**“Plant”** means the apparatus, machinery and other equipment intended to form or forming part of the Permanent Works, including vehicles purchased for the Procuring Entity and relating to the construction or operation of the Works.

**“Procuring Entity's Equipment”** means the apparatus, machinery and vehicles (if any) made available by the Procuring Entity for the use of the Contract or in the execution of the Works, as stated in the Specification; but does not include Plant which has not been taken over by the Procuring Entity.

**“Procuring Entity's Personnel”** means the Engineer, the Engineer, the assistants and all other staff, labor and other employees of the Architect and of the Procuring Entity; and any other personnel notified to the Contractor, by the Procuring Entity or the Engineer, as Procuring Entity's Personnel.

**“Procuring Entity”** means the Entity named in the Special Conditions of Contract.

**“Engineer”** is the person named in the Appendix to Conditions of Contract (or any other competent person appointed by the Procuring Entity and notified to the Contractor, to act in replacement of the Engineer) 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.

**“Engineer”** means the person appointed by the Procuring Entity to act as the Architect for the purposes of the Contract and named in the Special Conditions of Contract, or other person appointed from time to time by the Procuring Entity and notified to the Contractor

**“Provisional Sum”** means a sum (if any) which is specified in the Contract as a provisional sum, for the execution of any part of the Works or for the supply of Plant, Materials or services under Sub-Clause 13.5 [Provisional Sums].

**“Retention Money”** means the accumulated retention moneys which the Procuring Entity retains under Sub-Clause 14.3 [Application for Interim Payment Certificates] and pays under Sub-Clause 14.9 [Payment of Retention Money].

**“Schedules”** means the document(s) entitled schedules, completed by the Contractor and submitted with the Form of Tender, as included in the Contract.

**“Section”** means a part of the Works specified in the Special Conditions of Contract as a Section (if any)

**“Site Investigation Reports”** are those reports that may be included in the tendering documents which a ref actual and interpretative about the surface and sub-surface condition sat the Site.

**“Site”** means the places where the Permanent Works are to be executed, including storage and working areas, and to which Plant and Materials are to be delivered, and any other places as may be specified in the Contract as forming part of the Site.

**“Specification”** means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Works.

**“Start Date” or “Commencement 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).

**“Statement”** means a statement submitted by the Contractor as part of an application, under Clause 14 [Contract Price and Payment], for a payment certificate.

**“Subcontractor”** means any person named in the Contract as a subcontractor, or any person appointed as a subcontractor, for a part of the Works.

**“Taking-Over Certificate”** means a certificate issued under Clause 10 [Procuring Entity's Taking Over].

**“Temporary Works”** means all temporary works of every kind (other than Contractor's Equipment) required on Site for the execution and completion of the Permanent Works and the remedying of any defects.

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

**“Tender”** means the Form of Tender and all other documents which the Contractor submitted with the Form of Tender, as included in the Contract.

**“Tests after Completion”** means the tests (if any) which are specified in the Contract and which are carried out in accordance with the Specification after the Works or a Section (as the case may be) are taken over by the Procuring Entity.

**“Tests on Completion”** means the tests which are specified in the Contractor agreed by both Parties or instructed as a Variation, and which are carried out under Clause 9 [Tests on Completion] before the Works or a Section (as the case may be) are taken over by the Procuring Entity.

**“Time for Completion”** means the time for completing the Works or a Section (as the case may be) as stated in the Special Conditions of Contract (with any extension calculated from the Commencement Date.

**“Unforeseeable”** means not reasonably foreseeable by an experienced contractor by the Base Date.

**“Variation”** means any change to the Works, which is instructed or approved as a variation under Clause 13 [Variations and Adjustments].

**“Works”** means the items the Procuring Entity requires the Contractor to undertake as defined in the Appendix to Conditions of Contract. **“Works” may** also mean the Permanent Works and the Temporary Works, or either of them as appropriate.

## 1.2 Interpretation

In the Contract, except where the context requires otherwise:

- a) Words indicating one gender include all genders;
- b) words indicating the singular also include the plural and words indicating the plural also include the singular;

- c) provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;
- d) “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record; and

The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.

### 1.3 Communications

- 1.3.1 Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be:
- a) In writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the Special Conditions of Contract; and
  - b) delivered, sent or transmitted to the address for the recipient's communications as stated in the Special Conditions of Contract. However:
    - i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and
    - ii) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued.
- 1.3.2 Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party. When a notice is issued to a Party, by the other Party or the Engineer, a copy shall be sent to the Architect or the other Party, as the case may be.

### 1.4 Law and Language

1.4.1 The Contract shall be governed by the laws of **Kenya**.

1.4.2 The ruling language of the Contract shall be **English**.

### 1.5 Priority of Documents

- a) The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence: The Contract Agreement,
- b) The Letter of Acceptance,
- c) The Special Conditions – Part A,
- d) the Special Conditions – Part B
- e) the General Conditions of Contract
- f) the Form of Tender,
- g) the Specifications and Bills of Quantities
- h) the Drawings, and
- i) the Schedules and any other documents forming part of the Contract.

If an ambiguity or discrepancy is found in the documents, the Architect shall issue any necessary clarification or instruction.

### 1.6 Contract Agreement

The Parties shall enter into a Contract Agreement within 14 days after the Contractor receives the Contract Agreement, unless the Special Conditions establish otherwise. The Contract Agreement shall be based upon the form annexed to the Special Conditions. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Procuring Entity.

### 1.7 Assignment

The Contractor shall not assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, the contractor:

- a) May assign the whole or any part with the prior consent of the Procuring Entity, and
- b) may, as security in favor of a bank or financial institution, assign its right to moneys due, or to become due, under the Contract.

## 1.8 Care and Supply of Documents

- 1.8.1 The Specifications and Drawings shall be in the custody and care of the Procuring Entity. Unless otherwise stated in the Contract, two copies of the Contract and of each subsequent Drawings and Bills of Quantities shall be supplied to the Contractor, who may make or request further copies at the cost of the Contractor.
- 1.8.2 Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over by the Procuring Entity. Unless otherwise stated in the Contract, the Contractor shall supply to the Architect two copies of each of the Contractor's Documents.
- 1.8.3 The Contractor shall keep, on the Site, a copy of the Contract, publications named in the Specification, the Contractor's Documents (if any), the Drawings and Variations and other communications given under the Contract. The Procuring Entity's Personnel shall have the right of access to all these documents at all reasonable times.
- 1.8.4 If a Party becomes aware of an error or defect in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or defect.

## 1.9 Timely provision of Drawings or Instructions

- 1.9.1 The Contractor shall give notice to the Architect whenever the Works are likely to be delayed or disrupted if any necessary drawing or instruction is not issued to the Contractor within a particular time, which shall be reasonable. The notice shall include details of the necessary drawing or instruction, details of why and by when it should be issued, and the nature and amount of the delay or disruption likely to be suffered if it is late.
- 1.9.2 If the Contractor suffers delay and/or incurs Cost as a result of a failure of the Architect to issue the notified drawing or instruction within a time which is reasonable and is specified in the notice with supporting details, the Contractor shall give a further notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
  - a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
  - b) payment of any other associated costs accrued, which shall be included in the Contract Price.
- 1.9.3 After receiving this further notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.
- 1.9.4 However, if and to the extent that the Architect failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time, or costs accrued.

## 1.10 Procuring Entity's Use of Contractor's Documents

- 1.10.1 As agreed between the Parties, the Contractor shall retain the copyright and other intellectual property rights in the Contractor's Documents and other design documents

made by (or on behalf of) the Contractor.

- 1.102 The Contractor shall be deemed (by signing the Contract) to give to the Procuring Entity a non-terminable transferable non-exclusive royalty-free license to copy, use and communicate the Contractor's Documents, including making and using modifications of them. This license shall:
- a) apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,
  - b) entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and
  - c) in the case of Contractor's Documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by the Contract, including replacements of any computers supplied by the Contractor.

- 1.103 The Contractor's Documents and other design documents made by (or on behalf of) the Contractor shall not, without the Contractor's consent, be used, copied or communicated to a third party by (or on behalf of) the Procuring Entity or purposes other than those permitted under Sub-Clause 1.10.2.

#### 1.11 Contractor's Use of Procuring Entity's Documents

As agreed between the Parties, the Procuring Entity shall retain the copyright and other intellectual property rights in the Specification, the Drawings and other documents made by (or on behalf of) the Procuring Entity. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract. They shall not, without the Procuring Entity's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract.

#### 1.12 Confidential Details

- 1.12.1 The Contractor's and the Procuring Entity's Personnel shall ensure confidentiality at all times. The confidentiality shall survive termination or completion of the contract. They shall disclose all such confidential and other information as may be reasonably required in order to verify compliance with the Contract and allow its proper implementation.
- 1.12.2 The Contractor's and the Procuring Entity's Personnel shall also treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Works prepared by the other Party without the previous agreement of the other Party. However, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.

#### 1.13 Compliance with Laws

The Contractor shall, in performing the Contract, comply with applicable Laws. Unless otherwise stated in the Special Conditions of Contract:

- a) The Procuring Entity shall have obtained (or shall obtain) the planning, zoning, building permit or similar permission for the Permanent Works, and any other permissions described in the Specifications as having been (or to be) obtained by the Procuring Entity; and the Procuring Entity shall indemnify and hold the Contractor harmless against and from the consequences of any failure to do so; and

- b) the Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licenses and approvals, as required by the Laws in relation to the execution and completion of the Works and the remedying of any defects; and the Contractor shall indemnify and hold the Procuring Entity harmless against and from the consequences of any failure to do so, unless the Contractor is impeded to accomplish these actions and shows evidence of its diligence.

#### 1.14 Joint and Several Liability

If the Contractor constitutes (under applicable Laws) a joint venture, consortium or other unincorporated grouping of two or more persons:

- a) These persons shall be deemed to be jointly and severally liable to the Procuring Entity for the performance of the Contract;
- b) these persons shall notify the Procuring Entity of their leader who shall have authority to bind the Contractor and each of these persons; and
- c) the Contractor shall not alter its composition or legal status without the prior consent of the Procuring Entity.

#### 1.15 Inspections and Audit by the Procuring Entity

Pursuant to paragraph 2.2(e). of Appendix B to the General Conditions, the Contractor shall permit and shall cause its subcontractors and sub-consultants to permit, the Public Procurement Regulatory Authority, Procuring Entity and/or persons appointed or designated by the Government of Kenya to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Procuring Entity if requested by the Procuring Entity. The Contractor's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 15.6 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Entity's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Procuring Entity's prevailing sanctions procedures).

## 2 THE PROCURING ENTITY

### 2.1 Right of Access to the Site

2.1.1 The Procuring Entity shall give the Contractor right of access to, and possession of, all parts of the Site within the time (or times) stated in the **Special Conditions of Contract**. The right and possession may not be exclusive to the Contractor. If, under the Contract, the Procuring Entity is required to give (to the Contractor) possession of any foundation, structure, plant or means of access, the Procuring Entity shall do so in the time and manner stated in the Specification. However, the Procuring Entity may withhold any such right or possession until the Performance Security has been received.

2.1.2 If no such time is stated in the Special Conditions of Contract, the Procuring Entity shall give the Contractor right of access to, and possession of, the Site within such times as required to enable the Contractor to proceed without disruption in accordance with the program submitted under Sub-Clause 8.3 [Program].

2.1.3 If the Contractor suffers delay and/or incurs Cost as a result of a failure by the Procuring Entity to give any such right or possession within such time, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

b) payment of any such Cost-plus profit, which shall be included in the Contract Price.

2.14 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

2.15 However, if and to the extent that the Procuring Entity's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time, Cost or profit.

## 2.2 Permits, Licenses or Approvals

2.2.1 The Procuring Entity shall provide, at the request of the Contractor, such reasonable assistance as to allow the Contractor to obtain properly:

- a) Copies of the Laws of Kenya which are relevant to the Contract but are not readily available, and
- b) any permits, licenses or approvals required by the Laws of Kenya:
  - i) which the Contractor is required to obtain under Sub-Clause 1.13 [Compliance with Laws],
  - ii) for the delivery of Goods, including clearance through customs, and
  - iii) for the export of Contractor's Equipment when it is removed from the Site.

## 2.3 Procuring Entity's Personnel

The Procuring Entity shall be responsible for ensuring that the Procuring Entity's Personnel and the Procuring Entity's other contractor son the Site:

- a) co-operate with the Contractor's efforts under Sub-Clause 4.6 [Co-operation], and
- b) take actions similar to those which the Contractor is required to take under subparagraphs (a), (b) and (c) of Sub-Clause 4.8 [Safety Procedures] and under Sub-Clause 4.18 [Protection of the Environment].

## 2.4 Procuring Entity's Financial Arrangements

The Procuring Entity shall make and maintain all necessary financial arrangements which will enable the Procuring Entity to pay the Contract Price punctually (as estimated at that time) in accordance with Clause 14 [Contract Price and Payment].

## 3 THE ENGINEER

### 3.1 Architect Duties and Authority

3.1.1 The Procuring Entity shall appoint the Architect who shall carry out the duties as signed to him in the Contract. The Architect staff shall include suitably qualified Assistants and other professionals who are competent to carry out these duties. The Architect Name and Address shall be provided in the **Special Conditions of Contract**.

3.1.2 The Architect shall have no authority to amend the Contract.

3.1.3 The Architect May exercise the authority attributable to the Architect as specified in or necessarily to be implied from the Contract. If the Architect is required to obtain the approval of the Procuring Entity before exercising a specified authority, the requirements shall be as stated in the **Special Conditions of Contract**. The Procuring Entity shall promptly inform the Contractor of any change to the authority attributed to the Engineer.

- 3.14 However, whenever the Architect exercises a specified authority for which the Procuring Entity's approval is required, then (for the purposes of the Contract) the contractor shall require the Architect to provide evidence of such approval before complying with the instruction.
- 3.15 Except as otherwise stated in these Conditions:
- a) Whenever carrying out duties or exercising authority, specified in or implied by the Contract, the Architect shall be deemed to act for the Procuring Entity;
  - b) the Architect has no authority to relieve either Party of any duties, obligations or responsibilities under the Contract;
  - c) any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by the Architect (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, including responsibility for errors, omissions, discrepancies and non-compliances; and
  - d) any act by the Architect in response to a Contractor's request shall be notified in writing to the Contractor

3.16 The following provisions shall apply:

The Architect shall obtain the specific approval of the Procuring Entity before taking action under the following Sub-Clauses of these Conditions:

- a) Sub-Clause 4.12: agreeing or determining an extension of time and/or additional cost.
  - b) Sub-Clause 13.1: instructing a Variation, except;
    - i) In an emergency situation as determined by the Engineer, or
    - ii) If such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the **Special Conditions of Contract**.
  - c) Sub-Clause 13.3: Approving a proposal for Variation submitted by the Contractor in accordance with Sub Clause 13.1 or 13.2.
  - d) Sub-Clause 13.4: Specifying the amount payable in each of the applicable three currencies.
- 3.17 Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forth with comply, despite the absence of approval of the Procuring Entity, with any such instruction of the Engineer. The Architect shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Procuring Entity.

## 3.2 Delegation by the Engineer

3.21 The Architect may from time to time assign duties and delegate authority to assistants and may also revoke such assignment or delegation. These assistants may include a resident Engineer, and/or independent inspectors appointed to inspect and/ or test items of Plant and/or Materials. The assignment, delegation or revocation shall be in writing and shall not take effect until copies have been received by both Parties. However, unless otherwise agreed by both Parties, the Architect shall not delegate the authority to determine any matter in accordance with Sub-Clause 3.5 [Determinations].

3.22 Each assistant, to whom duties have been assigned or authority has been delegated, shall only be authorized to issue instructions to the Contractor to the extent defined by the delegation. Any approval, check, certificate, consent, examination, inspection, instruction,

notice, proposal, request, test, or similar act by an assistant, in accordance with the delegation, shall have the same effect as though the act had been an act of the Engineer. However:

- a) Any failure to disapprove any work, Plant or Materials shall not constitute approval, and shall therefore not prejudice the right of the Architect to reject the work, Plant or Materials;
- b) If the Contractor questions any determination or instruction of an assistant, the Contractor may refer the matter to the Engineer, who shall promptly confirm, reverse or vary the determination or instruction.

### **3.3 Instructions of the Engineer**

33.1 The Architect may issue to the Contractor (at any time) instructions and additional or modified Drawings which may be necessary for the execution of the Works and the remedying of any defects, all in accordance with the Contract. The Contractor shall only take instructions from the Engineer, or from an assistant to whom the appropriate authority has been delegated under Clause 3.2.1.

33.2 The Contractor shall comply with the instructions given by the Architect or delegated assistant, on any matter related to the Contract. Whenever practicable, their instructions shall be given in writing. If the Architect or a delegated assistant:

- a) Gives an oral instruction,
- b) receives a written confirmation of the instruction, from (or on behalf of) the Contractor, within two working days after giving the instruction, and
- c) does not reply by issuing a written rejection and/or instruction within two working days after receiving the confirmation,

Then the confirmation shall constitute the written instruction of the Architect or delegated assistant (as the case may be).

### **3.4 Replacement of the Engineer**

If the Procuring Entity intends to replace the Engineer, the Procuring Entity shall, in not less than 21 days before the intended date of replacement, give notice to the Contractor of the name, address and relevant experience of the intended person to replace the Engineer.

### **3.5 Determinations**

35.1 Whenever these Conditions provide that the Architect shall proceed in accordance with this Sub-Clause 3.5 to agree or determine any matter, the Architect shall consult with each Party in an endeavor to reach agreement. If agreement is not achieved, the Architect shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances.

3.5.1 The Architect shall give notice to both Parties of each agreement or determination, with supporting particulars, within 30 days from the receipt of the corresponding claim or request except when otherwise specified. Each Party shall give effect to each agreement or determination unless and until revised under Clause 20 [Claims, Disputes and Arbitration].

## **4 THE CONTRACTOR**

### **4.1 Contractor's General Obligations**

4.1.1 The Contractor shall design (to the extent specified in the Contract), execute and complete the Works in accordance with the Contract and with the Architect instructions, and shall

remedy any defects in the Works.

- 4.12 The Contractor shall provide the Plant and Contractor's Documents specified in the Contract, and all Contractor's Personnel, Goods, consumables and other things and services, whether of a temporary or permanent nature, required in and for this design, execution, completion and remedying of defects.
- 4.13 All equipment, material, and services to be incorporated in or required for the Works shall have their origin in any eligible source country.
- 4.14 The Contractor shall be responsible for the adequacy, stability and safety of all Site operations and of all methods of construction. Except to the extent specified in the Contract, the Contractor (i) shall be responsible for all Contractor's Documents, Temporary Works, and such design of each item of Plant and Materials as is required for the item to be in accordance with the Contract, and (ii) shall not otherwise be responsible for the design or specification of the Permanent Works.
- 4.15 The Contractor shall, whenever required by the Engineer, submit details of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the Engineer.
- 4.16 If the Contract specifies that the Contractor shall design any part of the Permanent Works, then unless otherwise stated in the Special Conditions:
- a) The Contractor shall submit to the Architect the Contractor's Documents for this part in accordance with the procedures specified in the Contract;
  - b) these Contractor's Documents shall be in accordance with the Specification and Drawings, shall be written in the language for communications defined in Sub-Clause 1.4 [Law and Language], and shall include additional information required by the Architect to add to the Drawings for co-ordination of each Party's designs;
  - c) the Contractor shall be responsible for this part and it shall, when the Works are completed, befit for such purposes for which the part is intended as are specified in the Contract; and
  - d) prior to the commencement of the Tests on Completion, the Contractor shall submit to the Architect the "as-built" documents and, if applicable, operation and maintenance manuals in accordance with the Specification and in sufficient detail for the Procuring Entity to operate, maintain, dismantle, reassemble, adjust and repair this part of the Works. Such part shall not be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking Over of the Works and Sections] until these documents and manuals have been submitted to the Engineer.

## 4.2 Performance Security

- 4.2.1 The Contractor shall obtain (at his cost) a Performance Security for proper performance, in the amount stated in the **Special Conditions of Contract** and denominated in the currency (ies) of the Contract or in a freely convertible currency acceptable to the Procuring Entity. If an amount is not stated in the Special Conditions of Contract, this Sub-Clause shall not apply.
- 4.2.2 The Contractor shall deliver the Performance Security to the Procuring Entity within 30 days after receiving the Notification of Award and shall send a copy to the Engineer. The Performance Security shall be issued by a reputable bank selected by the Contractor and shall be in the form annexed to the Special Conditions, as stipulated by the Procuring Entity in the Special Conditions of Contract, or in another form approved by the Procuring Entity.
- 4.2.3 The Contractor shall ensure that the Performance Security is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects. If the terms of the Performance Security specify its expiry date, and the Contractor has not become entitled to receive the Performance Certificate by the date 30 days prior to the expiry date, the Contractor shall extend the validity of the Performance Security until the Works have

been completed and any defects have been remedied.

- 424 The Procuring Entity shall not make a claim under the Performance Security, except for amounts to which the Procuring Entity is entitled under the Contract.
- 425 The Procuring Entity shall indemnify and hold the Contractor harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from a claim under the Performance Security to the extent to which the Procuring Entity was not entitled to make the claim.
- 426 The Procuring Entity shall return the Performance Security to the Contractor within 14 days after receiving a copy of the Taking-Over Certificate.
- 427 Without limitation to the provisions of the rest of this Sub-Clause, whenever the Architect determines an addition or a reduction to the Contract Price as a result of a change in cost and/ or legislation, or as a result of a Variation, amounting to more than 25 percent of the portion of the Contract Price payable in a specific currency, the Contractor shall at the Architect request promptly increase, or may decrease, as the case may be, the value of the Performance Security in that currency by an equal percentage.

### **4.3 Contractor's Representative**

- 431 The Contractor shall appoint the Contractor's Representative and shall give him all authority necessary to act on the Contractor's behalf under the Contract. The Contractor's Representative's Name and Address shall be provided in the **Special Conditions of Contract**.
- 432 Unless the Contractor's Representative **is named in the Contract**, the Contractor shall, prior to the Commencement Date, submit to the Architect for consent the name and particulars of the person the Contractor proposes to appoint as Contractor's Representative. If consent is withheld or subsequently revoked in terms of Sub-Clause 6.9 [Contractor's Personnel], or if the appointed person fails to act as Contractor's Representative, the Contractor shall similarly submit the name and particulars of another suitable person for such appointment.
- 433 The Contractor shall not, without the prior consent of the Engineer, revoke the appointment of the Contractor's Representative or appoint a replacement.
- 434 The whole time of the Contractor's Representative shall be given to directing the Contractor's performance of the Contract. If the Contractor's Representative is to be temporarily absent from the Site during the execution of the Works, a suitable replacement person shall be appointed, subject to the Architect prior consent, and the Architect shall be notified accordingly.
- 435 The Contractor's Representative shall, on behalf of the Contractor, receive instructions under Sub-Clause 3.3 [Instructions of the Engineer].
- 436 The Contractor's Representative may delegate any powers, functions and authority to any competent person, and may at any time revoke the delegation. Any delegation or revocation shall not take effect until the Architect has received prior notice signed by the Contractor's Representative, naming the person and specifying the powers, functions and authority being delegated or revoked.
- 437 The Contractor's Representative shall be fluent in the language for communications defined in Sub-Clause 1.4 [Law and Language]. If the Contractor's Representative's delegates are not fluent in the said language, the Contractor shall make competent interpreter available during all working hours in a number deemed sufficient by the Engineer.

### **4.4 Sub-contractors**

- 441 The Contractor shall not subcontract the whole of the Works. The contractor may however

subcontract the works as provided in Clause 34.2.

4.4.2 The Contractor shall be responsible for the acts or defaults of any Subcontractor, his agents or employees, as if they were the acts or defaults of the Contractor. Unless otherwise stated in the Special Conditions:

- a) The Contractor shall not be required to obtain consent to suppliers solely of Materials, or to a subcontract for which the Subcontractor is named in the Contract;
- b) The prior consent of the Procuring Entity shall be obtained to other proposed Subcontractors;
- c) the Contractor shall give the Procuring Entity not less than 14 days' notice of the intended date of the commencement of each Subcontractor's work, and of the commencement of such work on the Site; and
- d) each subcontract shall include provisions which would entitle the Procuring Entity to require the subcontract to be assigned to the Procuring Entity under Sub-Clause 4.5 [Assignment of Benefit of Subcontract] (if or when applicable) or in the event of termination under Sub-Clause 15.2 [Termination by Procuring Entity].

4.4.3 The Contractor shall ensure that the requirements imposed on the Contractor by Sub-Clause 1.12 [Confidential Details] apply equally to each Subcontractor.

4.4.4 Where practicable, the Contractor shall give fair and reasonable opportunity for contractors from Kenya to be appointed as Subcontractors.

#### **4.5 Assignment of Benefit of Subcontract**

If a Subcontractor's obligations extend beyond the expiry date of the relevant Defects Notification Period and the Engineer, prior to this date, instructs the Contractor to assign the benefit of such obligations to the Procuring Entity, then the Contractor shall do so. Unless otherwise stated in the assignment, the Contractor shall have no liability to the Procuring Entity for the work carried out by the Subcontractor after the assignment takes effect.

#### **4.6 Co-operation**

4.6.1 The Contractor shall, as specified in the Contract or as instructed by the Engineer, allow appropriate opportunities for carrying out work to:

- a) The Procuring Entity's Personnel,
- b) Any other contractors employed by the Procuring Entity, and
- c) The personnel of any legally constituted public authorities, who may be employed in the execution on or near the Site of any work not included in the Contract.

4.6.2 Any such instruction shall constitute a Variation if and to the extent that it cause sthe Contractor to suffer delays and/or to incur Unforeseeable Cost. Services for these personnel and other contractors may include the use of Contractor's Equipment, Temporary Works or access arrangements which are the responsibility of the Contractor.

4.6.3 If, under the Contract, the Procuring Entity is required to give to the Contractor possession of any foundation, structure, plant or means of access in accordance with Contractor's Documents, the Contractor shall submit such documents to the Architect in the time and manner stated in the Specification.

#### **4.7 Setting Out of the Works**

4.7.1 The Contractor shall set out the Works in relation to original points, lines and levels of reference specified in the Contractor notified by the Engineer. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works.

- 4.7.2 The Procuring Entity shall be responsible for any errors in these specified or notified items of reference, but the Contractor shall use reasonable efforts to verify their accuracy before they are used.
- 4.7.3 If the Contractor suffers delay and/or incurs Cost from executing work which was necessitated by an error in these items of reference, and an experienced contractor could not reasonably have discovered such error and avoided this delay and/ or Cost, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
  - b) payment of any such costs accrued, which shall be included in the Contract Price.
- 4.7.4 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) whether and (if so) to what extent the error could not reasonably have been discovered, and (ii) the matters described in sub-paragraphs (a) and (b) above related to these.

#### 4.8 Safety Procedures

The Contractor shall:

- a) Comply with all applicable safety regulations,
- b) Take care for the safety of all persons entitled to be on the Site,
- c) Use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons,
- d) provide fencing, lighting, guarding and watching of the Works until completion and taking over under Clause 10 [Procuring Entity's Taking Over], and
- e) provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land.

#### 4.9 Quality Assurance

- 4.9.1 The Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. The system shall be in accordance with the details stated in the Contract. The Architect shall be entitled to audit any aspect of the system.
- 4.9.2 Details of all procedures and compliance documents shall be submitted to the Architect or information before each design and execution stage is commenced. When any document of a technical nature is issued to the Engineer, evidence of the prior approval by the Contractor itself shall be apparent on the document itself.

Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.

#### 4.10 Site Data

- 4.10.1 The Procuring Entity shall have made available to the Contractor for his information, prior to the Base Date, all relevant data in the Procuring Entity's possession on sub-surface and hydrological conditions at the Site, including environmental aspects. The Procuring Entity shall similarly make available to the Contractor all such data which come into the Procuring Entity's possession after the Base Date. The Contractor shall be responsible for interpreting all such data.
- 4.10.2 To the extent which was practicable (taking account of cost and time), the Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Tender or Works. To the same extent, the

Contractor shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Tender as to all relevant matters, including (without limitation):

- a) The form and nature of the Site, including sub-surface conditions,
- b) the hydrological and climatic conditions,
- c) the extent and nature of the work and Goods necessary for the execution and completion of the Works and the remedying of any defects,
- d) the Laws, procedures and labour practices of Kenya, and
- e) the Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services.

#### 4.11 Sufficiency of the Accepted Contract Amount

##### 4.11.1 The Contractor shall be deemed to:

- a) Have satisfied itself as to the correctness and sufficiency of the Accepted Contract Amount, and
- b) have based the Accepted Contract Amount on the data, interpretations, necessary information, inspections, examinations and satisfaction as to all relevant matters referred to in Sub-Clause 4.10 [Site Data].

4.11.2 Unless otherwise stated in the Contract, the Accepted Contract Amount covers all the Contractor's obligations under the Contract (including those under Provisional Sums, if any) and all things necessary for the proper execution and completion of the Works and the remedying of any defects.

#### 4.12 Unforeseeable Physical Conditions

4.12.1 In this Sub-Clause, "physical conditions" means natural physical conditions and man-made and other physical obstructions and pollutants, which the Contractor encounters at the Site when executing the Works, including sub-surface and hydrological conditions but excluding climatic conditions.

4.12.2 If the Contractor encounters adverse physical conditions which he considers to have been Unforeseeable, the Contractor shall give notice to the Architect as soon as practicable.

4.12.3 This notice shall describe the physical conditions, so that they can be inspected by the Architect and shall set out the reasons why the Contractor considers them to be Unforeseeable. The Contractor shall continue executing the Works, using such proper and reasonable measures as are appropriate for the physical conditions, and shall comply with any instructions which the Architect may give. If an instruction constitutes a Variation, Clause 13 [Variations and Adjustments] shall apply.

4.12.4 If and to the extent that the Contractor encounters physical conditions which are Unforeseeable, gives such a notice, and suffers delay and/or incurs Cost due to these conditions, the Contractor shall be entitled subject to notice under Sub-Clause 20.1 [Contractor's Claims] to:

- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- b) payment of any such Cost, which shall be included in the Contract Price.

4.12.5 Upon receiving such notice and inspecting and/or investigating these physical conditions, the

Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) whether and (if so) to what extent these physical conditions were Unforeseeable, and (ii) the matters described in sub-paragraphs (a) and (b) above related to this extent.

4.126 However, before additional Cost is finally agreed or determined under sub-paragraph (ii), the Architect may also review whether other physical conditions in similar parts of the Works (if any) were more favorable than could reasonably have been foreseen when the Contractor submitted the Tender. If and to the extent that these more favorable conditions were encountered, the Architect may proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the reductions in Cost which were due to these conditions, which may be included (as deductions) in the Contract Price and Payment Certificates. However, the net effect of all adjustments under sub-paragraph (b) and all these reductions, for all the physical conditions encountered in similar parts of the Works, shall not result in a net reduction in the Contract Price.

4.127 The Architect shall take account of any evidence of the physical conditions foreseen by the Contractor when submitting the Tender, which shall be made available by the Contractor, but shall not be bound by the Contractor's interpretation of any such evidence.

#### 4.13 Rights of Way and Facilities

Unless otherwise specified in the Contract the Procuring Entity shall provide effective access to and possession of the Site including special and/or temporary rights-of-way which are necessary for the Works. The Contractor shall obtain, at his risk and cost, any additional rights of way or facilities outside the Site which he may require for the purposes of the Works.

#### 4.14 Avoidance of Interference

4.14.1 The Contractor shall not interfere unnecessarily or improperly with:

- a) The convenience of the public, or
- b) The access to and use and occupation of all roads and foot paths, irrespective of whether they are public or in the possession of the Procuring Entity or of others.

4.14.2 The Contractor shall indemnify and hold the Procuring Entity harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from any such unnecessary or improper interference.

#### 4.15 Access Route

4.15.1 The Contractor shall be deemed to have been satisfied as to the suitability and availability of access routes to the Site at Base Date. The Contractor shall use reasonable efforts to prevent any road or bridge from being damaged by the Contractor's traffic or by the Contractor's Personnel. These efforts shall include the proper use of appropriate vehicles and routes.

4.15.2 Except as otherwise stated in these Conditions:

- a) The Contractor shall (as between the Parties) be responsible for any maintenance which may be required for his use of access routes;
- b) the Contractor shall provide all necessary signs or directions along access routes, and shall obtain any permission which may be required from the relevant authorities for his use of routes, signs and directions;
- c) the Procuring Entity shall not be responsible for any claims which may arise from the use or otherwise of any access route;

- d) the Procuring Entity does not guarantee the suitability or a availability of particular access routes; and
- e) Costs due to non-suitability or non-availability, for the use required by the Contractor, of access routes shall be borne by the Contractor.

#### 4.16 Transport of Goods

Unless otherwise stated in the Special Conditions:

- a) the Contractor shall give the Architect not less than 21 days' notice of the date on which any Plant or a major item of other Goods will be delivered to the Site;
- b) the Contractor shall be responsible for packing, loading, transporting, receiving, unloading, storing and protecting all Goods and other things required for the Works; and
- c) the Contractor shall indemnify and hold the Procuring Entity harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from the transport of Goods and shall negotiate and pay all claims arising from their transport.

#### 4.17 Contractor's Equipment

The Contractor shall be responsible for all Contractor's Equipment. When brought on to the Site, Contractor's Equipment shall be deemed to be exclusively intended for the execution of the Works. The Contractor shall not remove from the Site any major items of Contractor's Equipment without the consent of the Engineer. However, consent shall not be required for vehicles transporting Goods or Contractor's Personnel off Site.

#### 4.18 Protection of the Environment

4.18.1 The contractor shall comply with the applicable environmental laws, regulations and policies.

4.18.2 The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.

4.18.3 The Contractor shall ensure that emissions, surfaced is charges and effluent from the Contractor's activities shall not exceed the values stated in the Specification or prescribed by applicable Laws.

#### 4.19 Electricity, Water and Gas

4.19.1 The Contractor shall, except as stated below, be responsible for the provision of all power, water and other services he may require for his construction activities and to the extent defined in the Specifications, for the tests.

4.19.2 The Contractor shall be entitled to use for the purposes of the Works such supplies of electricity, water, gas and other services as may be available on the Site and of which details and prices are given in the Specifications. The Contractor shall, at his risk and cost, provide any apparatus necessary for his use of these services and for measuring the quantities consumed.

4.19.3 The quantities consumed and the amounts due (at these prices) for such services shall be agreed or determined by the Architect in accordance with Sub-Clause 2.5 [Procuring Entity's Claims] and Sub-Clause 3.5 [Determinations]. The Contractor shall pay these amounts to the Procuring Entity.

#### 4.20 Procuring Entity's Equipment and Free-Issue Materials

- 4.20.1 The Procuring Entity shall make the Procuring Entity's Equipment (if any) available for the use of the Contractor in the execution of the Works in accordance with the details, arrangements and prices stated in the Specification. Unless otherwise stated in the Specification:
- a) The Procuring Entity's shall be responsible for the Procuring Entity's Equipment, except that
  - b) the Contractor shall be responsible for each item of Procuring Entity's Equipment whilst any of the Contractor's Personnel is operating it, driving it, directing it or in possession or control of it.
- 4.20.1 The appropriate quantities and the amounts due (at such stated prices) for the use of Procuring Entity's Equipment shall be agreed or determined by the Architect in accordance with Sub-Clause 2.5 [Procuring Entity's Claims] and Sub-Clause 3.5 [Determinations]. The Contractor shall pay these amounts to the Procuring Entity.
- 4.20.2 The Procuring Entity shall supply, free of charge, the "free-issue materials" (if any) in accordance with the details stated in the Specification. The Procuring Entity shall, at his risk and cost, provide these materials at the time and place specified in the Contract. The Contractor shall then visually inspect them and shall promptly give notice to the Architect of any shortage, defect or default in these materials. Unless otherwise agreed by both Parties, the Procuring Entity shall immediately rectify the notified shortage, defect or default.
- 4.20.3 After this visual inspection, the free-issue materials shall come under the care, custody and control of the Contractor. The Contractor's obligations of inspection, care, custody and control shall not relieve the Procuring Entity of liability for any shortage, defect or default not apparent from a visual inspection.

#### 4.21 Progress Reports

- 4.21.1 Unless otherwise stated in the Special Conditions, monthly progress reports shall be prepared by the Contractor and submitted to the Architect in six copies. The first report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7 days after the last day of the period to which it relates.
- 4.21.2 Reporting shall continue until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works. Each report shall include:
- a) charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, procurement, manufacture, delivery to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]),
  - b) photographs showing the status of manufacture and of progress on the Site;
  - c) for the manufacture of each main item of Plant and Materials, the name of the manufacturer, manufacture location, percentage progress, and the actual or expected dates of:
    - i) commencement of manufacture,
    - ii) Contractor's inspections,
    - iii) tests, and
    - iv) shipment and arrival at the Site;
  - d) the details described in Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment];
  - e) copies of quality assurance documents, test results and certificates of Materials;

- f) list of notices given under Sub-Clause 2.5 [Procuring Entity's Claims] and notices given under Sub- Clause 20.1 [Contractor's Claims];
- g) safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and
- h) comparison so factual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

#### 4.22 Security of the Site

Unless otherwise stated in the Special Conditions:

- a) The Contractor shall be responsible for keeping unauthorized persons off the Site, and
- b) authorized persons shall be limited to the Contractor's Personnel and the Procuring Entity's Personnel; and to any other personnel notified to the Contractor, by the Procuring Entity or the Engineer, as authorized personnel of the Procuring Entity's other contractors on the Site.

#### 4.23 Contractor's Operations on Site

423.1 The Contractor shall confine his operations to the Site, and to any additional areas which may be obtained by the Contractor and agreed by the Architect as additional working areas. The Contractor shall take all necessary precautions to keep Contractor's Equipment and Contractor's Personnel within the Site and these additional areas, and to keep them off adjacent land.

423.2 During the execution of the Works, the Contractor shall keep the Site free from all unnecessary obstruction and shall store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site any wreckage, rubbish and Temporary Works which are no longer required.

423.3 Upon the issue of a Taking-Over Certificate, the Contractor shall clear away and remove, from that part of the Site and Works to which the Taking-Over Certificate refers, all Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works. The Contractor shall leave that part of the Site and the Works in a clean and safe condition. However, the Contractor may retain on Site, during the Defects Notification Period, such Goods as are required for the Contractor to fulfil obligations under the Contract.

#### 4.24 Fossils

424.1 All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Site shall be placed under the care and authority of the Procuring Entity. The Contractor shall take reasonable precautions to prevent Contractor's Personnel or other persons from removing or damaging any of these findings.

424.2 The Contractor shall, upon discovery of any such finding, promptly give notice to the Engineer, who shall issue instructions for dealing with it. If the Contractor suffers delay and/or incurs Cost from complying with the instructions, the Contractor shall give a further notice to the Architect and shall be entitled subject to Sub- Clause 20.1 [Contractor's Claims] to:

- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
  - b) payment of any such Cost, which shall be included in the Contract Price.
- After receiving this further notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

## 5 NOMINATED SUBCONTRACTORS

### 5.1 Definition of “nominated Subcontractor”

In this Contract, “nominated Subcontractor” means a Subcontractor:

- a) Who is nominated by the Procuring Entity, or
- b) Contractor has nominated as a Subcontractor subject to Sub-Clause 5.2 [Objection to Notification].

### 5.2 Objection to Nomination

The Contractor shall not be under any obligation to employ a nominated Subcontractor against whom the Contractor raises reasonable objection by notice to the Procuring Entity as soon as practicable, with supporting particulars. An objection shall be deemed reasonable if it arises from (among other things) any of the following matters, unless the Procuring Entity agrees in writing to indemnify the Contractor against and from the consequences of the matter:

- a) there are reasons to believe that the Subcontractor does not have sufficient competence, resources or financial strength;
- b) the nominated Subcontractor does not accept to indemnify the Contractor against and from any negligence or misuse of Goods by the nominated Subcontractor, his agents and employees; or
- c) the nominated Subcontractor does not accept to enter into a subcontract which specifies that, for the subcontracted work (including design, if any), the nominated Subcontractor shall:
  - i) undertake to the Contractor such obligations and liabilities as will enable the Contractor to discharge his obligations and liabilities under the Contract;
  - ii) indemnify the Contractor against and from all obligations and liabilities arising under or in connection with the Contract and from the consequences of any failure by the Subcontractor to perform these obligations or to fulfil these liabilities, and
  - iii) be paid only if and when the Contractor has received from the Procuring Entity payments for sums due under the Subcontract referred to under Sub-Clause 5.3 [Payment to nominated Subcontractors].

### 5.3 Payments to nominated Subcontractors

The Contractor shall pay to the nominated Subcontractor the amounts shown on the nominated Subcontractor's invoices approved by the Contractor which the Architect certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with sub-paragraph (b) of Sub-Clause 13.5 [Provisional Sums], except as stated in Sub-Clause 5.4 [Evidence of Payments].

### 5.4 Evidence of Payments

5.4.1 Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Architect may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

- (a) Submits this reasonable evidence to the Engineer, or
- (b)
  - i) Satisfies the Architect in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
  - ii) Submits to the Architect reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement, then the Procuring Entity may (at his sole discretion) pay, direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the

nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Procuring Entity, the amount which the nominated Subcontractor was directly paid by the Procuring Entity.

## 6 STAFF AND LABOR

### 6.1 Engagement of Staff and Labor

Except as otherwise stated in the Specification, the Contractor shall make arrangements for the engagement of all staff and labor, local or otherwise, and for their payment, feeding, transport, and, when appropriate, housing. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labor with appropriate qualifications and experience from sources within Kenya.

### 6.2 Rates of Wages and Conditions of Labor

6.2.1 The Contractor shall pay rates of wages, and observe conditions of labor, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by Procuring Entity's whose trade or industry is similar to that of the Contractor.

6.2.2 The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in Kenya in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of Kenya for the time being in force, and the Contractor shall perform such duties in regard to such deductions there of as may be imposed on him by such Laws.

### 6.3 Persons in the Service of Procuring Entity

The Contractor shall not recruit, or attempt to recruit, staff and labour from amongst the Procuring Entity's Personnel.

### 6.4 Lab or Laws

The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's Personnel, including Laws relating to their employment, employment of children, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights. The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.

### 6.5 Working Hours

No work shall be carried out on the Site on locally recognized days of rest, or outside the normal working hours stated in the **Special Conditions of Contract**, unless:

- a) Otherwise stated in the Contract,
- b) The Architect gives consent, or
- c) The work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Engineer, provided that work done outside the normal working hours shall be considered and paid for as overtime.

### 6.6 Facilities for Staff and Labor

Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities on site for the Contractor's Personnel. The Contractor shall also provide facilities for the Procuring Entity's Personnel as stated in the

Specifications. The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works.

## **6.7 Health and Safety**

6.7.1 The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Contractor's and Procuring Entity's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.

6.7.2 The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority.

6.7.3 The Contractor shall send, to the Engineer, details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as the Architect may reasonably require.

6.7.4 The Contractor shall conduct an awareness program on HIV and other sexually transmitted diseases via an approved service provider and shall undertake such other measures taken to reduce the risk of the transfer of these diseases between and among the Contractor's Personnel and the local community, to promote early diagnosis and to assist affected individuals.

## **6.8 Contractor's Superintendence**

6.8.1 Throughout the execution of the Works, and as long thereafter as is necessary to fulfil the Contractor's obligations, the Contractor shall provide all necessary superintendence to plan, arrange, direct, manage, inspect and test the work.

6.8.2 Superintendence shall be given by a sufficient number of persons having adequate knowledge of the language for communications (defined in Sub-Clause 1.4 [Law and Language]) and of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents), for the satisfactory and safe execution of the Works.

## **6.9 Contractor's Personnel**

6.9.1 The Contractor's Personnel shall be appropriately qualified, skilled and experienced in their respective trades or occupations. The Contractor's Key personnel shall be named in the Special Conditions of Contract. The Architect may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative if applicable, who:

- a) Persists in any misconduct or lack of care,
- b) Carries out duties in competently or negligently,
- c) fails to conform with any provisions of the Contract,
- d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment, or
- e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works.

6.92 If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person.

#### **6.10 Records of Contractor's Personnel and Equipment**

The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.

#### **6.11 Disorderly Conduct**

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst the Contractor's Personnel, and to preserve peace and protection of persons and property on and near the Site.

#### **6.12 Foreign Personnel**

6.12.1 The Contractor shall not employ foreign personnel unless the contractor demonstrates that there are no Pakistanis with the required skills.

6.12.2 The Contractor shall be responsible for the return of any foreign personnel to the place where they were recruited or to their domicile. In the event of the death in Pakistan of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.

#### **6.13 Supply of Water**

The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.

#### **6.14 Measures against Insect and Pest Nuisance**

The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.

#### **6.15 Alcoholic Liquor or Drugs**

The Contractor shall not, otherwise than in accordance with the Laws of Kenya, onsite, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereof by Contractor's Personnel.

#### **6.16 Prohibition of Forced or Compulsory Labour**

The Contractor shall not employ forced labor, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

#### **6.17 Prohibition of Harmful Child Labor**

The Contractor shall not employ children in a manner that is economically exploitative, or is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. Where the relevant labour laws of Kenya have provisions for employment of minors, the Contractor shall follow those laws applicable to the Contractor. Children below the age of 18 years shall not be

employed in dangerous work.

#### **6.18** Employment Records of Workers

The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment].

#### **6.19** Workers' Organizations

The Contractor shall comply with the relevant labor laws that recognize workers' rights to form and to join workers' organizations of their choosing without interference.

#### **6.20** Non-Discrimination and Equal Opportunity

The Contractor shall base the labour employment on the principle of equal opportunity and fair treatment and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employ mentor retirement, and discipline.

### **7. PLANT, MATERIALS AND WORKMANSHIP**

#### **7.1** Manner of Execution

The Contractor shall carry out the manufacture/assemble of plant, the production and manufacture of Materials, and all other execution of the Works:

- a) In the manner (if any) specified in the Contract,
- b) in a proper workman like and careful manner, in accordance with recognized good practice, and
- c) with properly equipped facilities and non-hazardous Materials, except as otherwise specified in the Contract.

#### **7.2** Samples

The Contractor shall submit the following samples of Materials, and relevant information, to the Architect for consent prior to using the Material sin or for the Works:

- a) manufacturer's standard samples of Materials and samples specified in the Contract, all at the Contractor's cost, and
- b) additional samples instructed by the Architect as a Variation.

Each sample shall be labeled as to origin and intended use in the Works.

#### **7.3** Inspection

##### **7.3.1** The Procuring Entity's Personnel shall at all reasonable times:

- a) Have full access to all parts of the Site and to all places from which natural Materials are being obtained, and
- b) during production, manufacture and construction (at the Site and elsewhere), be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of manufacture of Plant and production and manufacture of Materials.

732 The Contractor shall give the Procuring Entity's Personnel full opportunity to carry out these activities, including providing access, facilities, permissions and safety equipment. No such activity shall relieve the Contractor from any obligation or responsibility.

733 The Contractor shall give notice to the Architect whenever any work is ready and before it is covered up, put out of sight, or packaged for storage or transport. The Architect shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to the Contractor that the Architect does not require to do so. If the Contractor fails to give the notice, he shall, if and when required by the Engineer, uncover the work and there after reinstate and make good, all at the Contractor's cost.

## **7.4 Testing**

741 This Sub-Clause shall apply to all tests specified in the Contract.

742 Except as otherwise specified in the Contract, the Contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labor, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently. The Contractor shall agree, with the Engineer, the time and place for the specified testing of any Plant, Materials and other parts of the Works.

743 The Architect may, under Clause 13 [Variations and Adjustments], vary the location or details of specified tests, or instruct the Contractor to carry out additional tests. If these varied or additional tests show that the tested Plant, Materials or workmanship is not in accordance with the Contract, the cost of carrying out this Variation shall be borne by the Contractor, notwithstanding other provisions of the Contract.

744 The Architect shall give the Contractor not less than 24 hours' notice of the Architect intention to attend the tests. If the Architect does not attend at the time and place agreed, the Contractor may proceed with the tests, unless otherwise instructed by the Engineer, and the tests shall then be deemed to have been made in the Architect presence.

745 If the Contractor suffers delay and/ or incurs Cost from complying with these instructions or as a result of a delay for which the Procuring Entity is responsible, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- b) payment of any such Cost-plus profit, which shall be included in the Contract Price.

746 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

747 The Contractor shall promptly forward to the Architect duly certified reports of the tests. When the specified tests have been passed, the Architect shall endorse the Contractor's test certificate, or issue a certificate to him, to that effect. If the Architect has not attended the tests, he shall be deemed to have accepted the readings as accurate.

## **7.5 Rejection**

751 If, as a result of an examination, inspection, measurement or testing, any Plant, Materials or workmanship is found to be defective or otherwise not in accordance with the Contract, the Architect may reject the Plant, Materials or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the Contract.

752 If the Architect requires this Plant, Materials or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If the rejection and retesting cause the

Procuring Entity to incur additional costs, the Contractor shall subject to Sub-Clause 2.5 [Procuring Entity's Claims] pay these costs to the Procuring Entity.

## **7.6 Remedial Work**

- 7.6.1 Notwithstanding any previous test or certification, the Architect may instruct the Contractor to:
- a) Remove from the Site and replace any Plant or Materials which is not in accordance with the Contract,
  - b) remove and re-execute any other work which is not in accordance with the Contract, and
  - c) execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseen able event or otherwise.
- 7.6.2 The Contractor shall comply with the instruction within a reasonable time, which shall be the time (if any) specified in the instruction, or immediately if urgency is specified under subparagraph (c).
- 7.6.3 If the Contractor fails to comply with the instruction, the Procuring Entity shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall subject to Sub-Clause 2.5 [Procuring Entity's Claims] pay to the Procuring Entity all costs arising from this failure.
- 7.6.4 If the contractor repeatedly delivers defective work, the Procuring Entity may consider termination in accordance with Clause 15.

## **7.7 Ownership of Plant and Materials**

Except as otherwise provided in the Contract, each item of Plant and Materials shall become the property of the Procuring Entity at whichever is the earlier of the following times, free from liens and other encumbrances:

- a) When it is incorporated in the Works;
- b) when the Contractor is paid the corresponding value of the Plant and Materials under Sub-Clause 8.10 [Payment for Plant and Materials in Event of Suspension].

## **7.8 Royalties**

Unless otherwise stated in the Specification, the Contractor shall pay all royalties, rents and other payments for:

- a) Natural materials obtained from outside the Site, and
- b) The disposal of material from demolitions and excavations and of other surplus material (whether natural or man-made), except to the extent that disposal are as within the Site are specified in the Contract.

## **8 COMMENCEMENT, DELAYS AND SUSPENSION**

### **8.1 Commencement of Works**

- 8.1.1 Except as otherwise specified in the Special Conditions of Contract, the Commencement Date shall be the date at which the following precedent condition shave all been fulfilled and the Architect notification recording the agreement of both Parties on such fulfilment and instructing to commence the Work is received by the Contractor:
- a) Signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities of Kenya;
  - b) except if otherwise specified in the Special Conditions of Contract, effective access to

and possession of the Site given to the Contractor together with such permission(s) under (a) of Sub-Clause 1.13 [Compliance with Laws] as required for the commencement of the Works.

- c) Receipt by the Contractor of the Advance Payment under Sub-Clause 14.2 [Advance Payment] provided that the corresponding bank guarantee has been delivered by the Contractor.

8.12 If the said Architect instruction is not received by the Contractor within 180 days from his receipt of the Letter of Acceptance, the Contractor shall be entitled to terminate the Contract under Sub-Clause 6.2 [Termination by Contractor].

8.13 The Contractor shall commence the execution of the Works as soon as is reasonably practicable after the Commencement Date and shall then proceed with the Works with due expedition and without delay.

## 8.2 Time for Completion

The Contractor shall complete the whole of the Works, and each Section (if any), within the Time for Completion for the Works or Section (as the case may be), including:

- a) Achieving the passing of the Tests on Completion, and
- b) completing all work which is stated in the Contract as being required for the Works or Section to be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking Over of the Works and Sections].

## 8.3 Program

8.3.1 The Contractor shall submit a detailed time program to the Architect within 4 days after receiving the notice under Sub-Clause 8.1 [Commencement of Works]. The Contractor shall also submit a revised program whenever the previous program is inconsistent with actual progress or with the Contractor's obligations. Each program shall include:

- a) The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, manufacture of Plant, delivery to Site, construction, erection and testing,
- b) each of these stages for work by each nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]),
- c) the sequence and timing of inspections and tests specified in the Contract, and
- d) a supporting report which includes:
  - i) a general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and
  - ii) details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage.

- 832 Unless the Engineer, within 14 days after receiving a program, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the program, subject to his other obligations under the Contract. The Procuring Entity's Personnel shall be entitled to rely upon the program when planning their activities.
- 833 The Contractor shall promptly give notice to the Architect of specific probable future events or circumstances which may adversely affect the work, increase the Contract Price or delay the execution of the Works.
- 834 If, at any time, the Architect gives notice to the Contractor that a program fails (to the extent stated) to comply with the Contractor to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised program to the Architect in accordance with this Sub-Clause.

#### 8.4 Extension of Time for Completion

- 841 The Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to an extension of the Time for Completion if and to the extent that completion for the purposes of Sub-Clause 10.1 [Taking Over of the Works and Sections] is or will be delayed by any of the following causes:
- a) a Variation (unless an adjustment to the Time for Completion has been agreed under Sub-Clause 13.3 [Variation Procedure]) or other substantial change in the quantity of an item of work included in the Contract,
  - b) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions,
  - c) exceptionally adverse climatic conditions,
  - d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or
  - e) any delay, impediment or prevention caused by or attributable to the Procuring Entity, the Procuring Entity's Personnel, or the Procuring Entity's other contractors.
- 842 If the Contractor considers itself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Architect in accordance with Sub-Clause 20.1 [Contractor's Claims]. When determining each extension of time under Sub-Clause 20.1, the Architect shall review previous determinations and may increase, but shall not decrease, the total extension of time.

#### 8.5 Delays Caused by Authorities

If the following conditions apply, namely:

- a) The Contractor has diligently followed the procedures laid down by the relevant legally constituted public authorities in Kenya,
- b) These authorities delay or disrupt the Contractor's work, and
- c) the delay or disruption was Unforeseeable, then this delay or disruption will be considered as a cause of delay under sub-paragraph (b) of Sub-Clause 8.4 [Extension of Time for Completion].

## 8.6 Rate of Progress

861 If, at any time:

- a) Actual progress is too slow to complete within the Time for Completion, and/or
- b) Progress has fallen (or will fall) behind the current program under Sub-Clause 8.3 [Program], other than as a result of a cause listed in Sub-Clause 8.4 [Extension of Time for Completion], then the Architect may instruct the Contractor to submit, under Sub-Clause 8.3 [Program], a revised program and supporting report describing the revised methods which the Contractor proposes to adopt in order to expedite progress and complete within the Time for Completion.

862 Unless the Architect notifies otherwise, the Contractor shall adopt these revised methods, which may require increases in the working hours and/or in the numbers of Contractor's Personnel and/or Goods, at the risk and cost of the Contractor. If these revised methods cause the Procuring Entity to incur additional costs, the Contractor shall subject to notice under Sub-Clause 2.5 [Procuring Entity's Claims] pay these costs to the Procuring Entity, in addition to delay damages (if any) under Sub-Clause 8.7 below.

863 Additional costs of revised methods including acceleration measures, instructed by the Architect to reduce delays resulting from causes listed under Sub-Clause 8.4 [Extension of Time for Completion] shall be paid by the Procuring Entity, without generating, however, any other additional payment benefit to the Contractor.

## 8.7 Delay Damages

871 If the Contractor fails to comply with Sub-Clause 8.2 [Time for Completion], the Contractor shall subject to notice under Sub-Clause 2.5 [Procuring Entity's Claims] pay delay damages to the Procuring Entity for this default. These delay damages shall be the sum stated in the **Special Conditions of Contract**, which shall be paid for everyday which shall elapse between the relevant Time for Completion and the date stated in the taking-Over Certificate. However, the total amount due under this Sub-Clause shall not exceed the maximum amount of delay damages (if any) stated in the Special Conditions of Contract.

872 These delay damages shall be the only damages due from the Contractor for such default, other than in the event of termination under Sub-Clause 15.2 [Termination by Procuring Entity] prior to completion of the Works. These damages shall not relieve the Contractor from his obligation to complete the Works, or from any other duties, obligations or responsibilities which he may have under the Contract.

## 8.8 Suspension of Work

881 The Architect may at any time instruct the Contractor to suspend progress of part or all of the Works. During such suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage.

882 The Architect may also notify the cause for the suspension. If and to the extent that the cause is notified and is the responsibility of the Contractor, the following Sub-Clauses 8.9, 8.10 and 8.11 shall not apply.

## 8.9 Consequences of Suspension

891 If the Contractor suffers delay and/or incurs Cost from complying with the Architect instructions under Sub-Clause 8.8 [Suspension of Work] and/or from resuming the work, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- a) an extension of time for any such delay, if completion is or will be delayed, under

Sub-Clause 8.4 [Extension of Time for Completion], and

b) Payment of any such Cost, which shall be included in the Contract Price.

892 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

893 The Contractor shall not be entitled to an extension of time for, or to payment of the Cost incurred in, making good the consequences of the Contractor's faulty design, workmanship or materials, or of the Contractor's failure to protect, store or secure in accordance with Sub-Clause 8.8 [Suspension of Work].

#### 8.10 Payment for Plant and Materials in Event of Suspension

The Contractor shall be entitled to payment of the value (as at the date of suspension) of Plant and/ or Materials which have not been delivered to Site, if:

- a) The work on Plant or delivery of Plant and/ or Materials has been suspended for more than 30 days, and
- b) the Contractor has marked the Plant and/or Materials as the Procuring Entity's property in accordance with the Architect instructions.

#### 8.11 Prolonged Suspension

If the suspension under Sub-Clause 8.8 [Suspension of Work] has continued for more than 84 days, the Contractor may request the Architect permission to proceed. If the Architect does not give permission within 30 days after being requested to do so, the Contractor may, by giving notice to the Engineer, treat the suspension as an omission under Clause 13 [Variations and Adjustments] of the affected part of the Works. If the suspension affects the whole of the Works, the Contractor may give notice of termination under Sub-Clause 16.2 [Termination by Contractor].

#### 8.12 Resumption of Work

After the permission or instruction to proceed is given, the Contractor and the Architect shall jointly examine the Works and the Plant and Materials affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Works or Plant or Materials, which has occurred during the suspension after receiving from the Architect an instruction to this effect under Clause 13 [Variations and Adjustments].

### 9 TESTS ON COMPLETION

#### 9.1 Contractor's Obligations

9.1.1 The Contractor shall carry out the Tests on Completion in accordance with this Clause and Sub-Clause 7.4 [Testing], after providing the documents in accordance with sub-paragraph (d) of Sub-Clause 4.1 [Contractor's General Obligations].

9.1.2 The Contractor shall give to the Architect not less than 21 days' notice of the date after which the Contractor will be ready to carry out each of the Tests on Completion. Unless otherwise agreed, Tests on Completion shall be carried out within 14 days after this date, on such day or days as the Architect shall instruct.

9.1.3 In considering the results of the Tests on Completion, the Architect shall make allowances for the effect of any use of the Works by the Procuring Entity on the performance or other characteristics of the Works. As soon as the Works, or a Section, have passed any Tests on Completion, the Contractor shall submit a certified report of the results of these Tests to the Engineer.

## **9.2 Delayed Tests**

- 921 If the Tests on Completion are being unduly delayed by the Procuring Entity, Sub-Clause 7.4 [Testing] (fifth paragraph) and/ or Sub-Clause 10.3 [Interference with Tests on Completion] shall be applicable.
- 922 If the Tests on Completion are being unduly delayed by the Contractor, the Architect may by notice require the Contractor to carry out the Tests within 21 days after receiving the notice. The Contractor shall carry out the Tests on such day or days within that period as the Contractor may fix and of which he shall give notice to the Engineer.
- 923 If the Contractor fails to carry out the Tests on Completion within the period of 21 days, the Procuring Entity's Personnel may proceed with the Test at the risk and cost of the Contractor. The Tests on Completion shall then be deemed to have been carried out in the presence of the Contractor and the results of the Tests shall be accepted as accurate.

## **9.3 Retesting of related works**

If the Works, or a Section, fail to pass the Tests on Completion, Sub-Clause 7.5 [Rejection] shall apply, and the Architect or the Contractor may require the failed Tests, and Tests on Completion on any related work, to be repeated under the same terms and conditions.

## **9.4 Failure to Pass Tests on Completion**

- 94.1 If the Works, or a Section, fail to pass the Tests on Completion repeated under Sub-Clause 9.3 [Retesting], the Architect shall be entitled to:
- a) Order further repetition of Tests on Completion under Sub-Clause 9.3; or
  - b) if the failure deprives the Procuring Entity of substantially the whole benefit of the Works or Section, reject the Works or Section (as the case may be), in which event the Procuring Entity shall have the same remedies as are provided in sub-paragraph (c) of Sub-Clause 1.4 [Failure to Remedy Defects].

## **10. PROCURING ENTITY'S TAKING OVER**

### **10.1 Taking Over of the Works and Sections**

- 10.1.1 Except as stated in Sub-Clause 9.4 [Failure to Pass Tests on Completion], the Works shall be taken over by the Procuring Entity when (i) the Works have been completed in accordance with the Contract, including the matters described in Sub-Clause 8.2 [Time for Completion] and except as allowed in sub-paragraph (a) below, and (ii) a Taking-Over Certificate for the Works has been issued, or is deemed to have been issued in accordance with this Sub-Clause.
- 10.1.2 The Contractor may apply by notice to the Architect for a Taking-Over Certificate not earlier than 14 days before the Works will, in the Contractor's opinion, be complete and ready for taking over. If the Works are divided into Sections, the Contractor may similarly apply for a Taking-Over Certificate for each Section.
- 10.1.3 The Architect shall, within 30 days after receiving the Contractor's application:
- a) Issue the Taking-Over Certificate to the Contractor, stating the date on which the Works or Section were completed in accordance with the Contract, except for any minor outstanding work and defects which will not substantially affect the use of the Works or Section for their intended purpose (either until or whilst this work is completed and these defects are remedied); or
  - b) reject the application, giving reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued. The Contractor shall then complete this work before issuing a further notice under this Sub-Clause.
- 10.1.4 If the Architect fails either to issue the Taking-Over Certificate or to reject the Contractor's

application within the period of 30 days, and if the Works or Section (as the case may be) are substantially in accordance with the Contract, the Taking-Over Certificate shall be deemed to have been issued on the last day of that period.

## **10.2 Taking Over of Parts of the Works**

- 102.1 The Architect may, at the sole discretion of the Procuring Entity, issue a Taking-Over Certificate for any part of the Permanent Works.
- 102.2 The Procuring Entity shall not use any part of the Works (other than as a temporary measure which is either specified in the Contract or agreed by both Parties) unless and until the Architect has issued a Taking-Over Certificate for this part. However, if the Procuring Entity does use any part of the Works before the Taking-Over Certificate is issued:
- a) The part which is used shall be deemed to have been taken over as from the date on which it is used,
  - b) the Contractor shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the Procuring Entity, and
  - c) if requested by the Contractor, the Architect shall issue a Taking-Over Certificate for this part.
- 102.3 After the Architect has issued a Taking-Over Certificate for a part of the Works, the Contractor shall be given the earliest opportunity to take such steps as may be necessary to carry out any outstanding Tests on Completion. The Contractor shall carry out these Tests on Completion as soon as practicable before the expiry date of the relevant Defects Notification Period.
- 102.4 If the Contractor incurs Cost as a result of the Procuring Entity taking over and/or using a part of the Works, other than such use as is specified in the Contractor agreed by the Contractor, the Contractor shall (i) give notice to the Architect and (ii) be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to payment of any such accrued costs, which shall be included in the Contract Price. After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine this accrued cost.
- 102.5 If a Taking-Over Certificate has been issued for a part of the Works (other than a Section), the delay damages thereafter for completion of the remainder of the Works shall be reduced. Similarly, the delay damages for the remainder of the Section (if any) in which this part is included shall also be reduced. For any period of delay after the date stated in this Taking-Over Certificate, the proportional reduction in these delay damages shall be calculated as the proportion which the value of the part so certified bears to the value of the Works or Section (as the case may be) as a whole. The Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these proportions. The provisions of this paragraph shall only apply to the daily rate of delay damages under Sub-Clause 8.7 [Delay Damages] and shall not affect the maximum amount of these damages.

## **10.3 Interference with Tests on Completion**

- 103.1 If the Contractor is prevented, for more than 14 days, from carrying out the Tests on Completion by a cause for which the Procuring Entity is responsible, the Procuring Entity shall be deemed to have taken over the Works or Section (as the case may be) on the date when the Tests on Completion would otherwise have been completed.
- 103.2 The Architect shall then issue a Taking-Over Certificate accordingly, and the Contractor shall carry out the Tests on Completion as soon as practicable, before the expiry date of the Defects Notification Period. The Architect shall require the Tests on Completion to be carried out by giving 14 days' notice and in accordance with the relevant provisions of the Contract.
- 103.3 If the Contractor suffers delay and/or incurs Cost as a result of this delay in carrying out the

Tests on Completion, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- b) payment of any such accrued costs, which shall be included in the Contract Price.

103.4 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

#### **10.4 Surfaces Requiring Reinstatement**

Except as otherwise stated in a Taking-Over Certificate, a certificate for a Section or part of the Works shall not be deemed to certify completion of any ground or other surfaces requiring reinstatement.

### **11. DEFECTS LIABILITY**

#### **11.1 Completion of Outstanding Work and Remedying Defects**

11.1.1 In order that the Works and Contractor's Documents, and each Section, shall be in the condition required by the Contract (fair wear and tear excepted) by the expiry date of the relevant Defects Notification Period or as soon as practicable thereafter, the Contractor shall:

- a) complete any work which is outstanding on the date stated in a Taking-Over Certificate, within such reasonable time as is instructed by the Engineer, and
- b) execute all work required to remedy defects or damage, as may be notified by (or on behalf of) the Procuring Entity on or before the expiry date of the Defects Notification Period for the Works or Section (as the case may be).

11.1.2 If a defect appears or damage occurs, the Contractor shall be notified accordingly by the Engineer.

#### **11.2 Cost of Remedying Defects**

11.2.1 All work referred to in sub-paragraph (b) of Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects] shall be executed at the risk and cost of the Contractor, if and to the extent that the work is attributable to:

- a) Any design for which the Contractor is responsible,
- b) Plant, Materials or workmanship not being in accordance with the Contract, or
- c) Failure by the Contractor to comply with any other obligation.

11.2.2 If and to the extent that such work is attributable to any other cause, the Contractor shall be notified promptly by (or on behalf of) the Procuring Entity, and Sub-Clause 13.3 [Variation Procedure] shall apply.

#### **11.3 Extension of Defects Notification Period**

11.3.1 The Procuring Entity shall be entitled subject to Sub-Clause 2.5 [Procuring Entity's Claims] to an extension of the Defects Notification Period for the Works or a Section if and to the extent that the Works, Section or a major item of Plant (as the case may be, and after taking over) cannot be used for the purposes for which they are intended by reason of a defect or by reason of damage attributable to the Contractor. However, a Defects Notification Period shall not be extended by more than two years.

11.3.2 If delivery and/ or erection of Plant and/ or Materials was suspended under Sub-Clause 8.8 [Suspension of Work] or Sub-Clause 16.1 [Contractor's Entitlement to Suspend Work], the Contractor's obligations under this Clause shall not apply to any defects or damage occurring more than two years after the Defects Notification Period for the Plant and/ or Materials

would otherwise have expired.

#### **11.4 Failure to Remedy Defects**

- 11.4.1 If the Contractor fails to remedy any defect or damage within a reasonable time, a date may be fixed by the Engineer, on or by which the defect or damage is to be remedied. The Contractor shall be given reasonable notice of this date.
- 11.4.2 If the Contractor fails to remedy the defect or damage by this notified date and this remedial work was to be executed at the cost of the Contractor under Sub-Clause 11.2 [Cost of Remedying Defects], the Procuring Entity may (at his option):
- (a) Carry out the work itself or by others, in a reasonable manner and at the Contractor's cost, but the Contractor shall have no responsibility for this work; and the Contractor shall subject to Sub-Clause 2.5 [Procuring Entity's Claims] pay to the Procuring Entity the costs reasonably incurred by the Procuring Entity in remedying the defect or damage;
  - (b) Require the Architect to agree or determine a reasonable reduction in the Contract Price in accordance with Sub-Clause 3.5 [Determinations]; or
  - (c) if the defect or damage deprives the Procuring Entity of substantially the whole benefit of the Works or any major part of the Works, terminate the Contract as a whole, or in respect of such major part which cannot be put to the intended use. Without prejudice to any other rights, under the Contractor otherwise, the Procuring Entity shall then be entitled to recover all sums paid for the Works or for such part (as the case may be), plus financing costs and the cost of dismantling the same, clearing the Site and returning Plant and Materials to the Contractor.

#### **11.5 Removal of Defective Work**

If the defector damage cannot be remedied expeditiously on the Site and the Procuring Entity gives consent, the Contractor may remove from the Site for the purposes of repair such items of Plant as are defective or damaged. This consent may require the Contractor to increase the amount of the Performance Security by the full replacement cost of these items, or to provide other appropriate security.

#### **11.6 Further Tests**

- 11.6.1 If the work of remedying of any defector damage may affect the performance of the Works, the Architect may require the repetition of any of the tests described in the Contract. The requirement shall be made by notice within 14 days after the defect or damage is remedied.
- 11.6.2 These tests shall be carried out in accordance with the terms applicable to the previous tests, except that they shall be carried out at the risk and cost of the Party liable, under Sub-Clause 11.2 [Cost of Remedying Defects], for the cost of the remedial work.

#### **11.7 Right of Access**

Unti lthe Completion Certificate has been issued, the Contractor shall have such right of access to the Works as is reasonably required in order to comply with this Clause, except as may be inconsistent with the Procuring Entity's reasonable security restrictions.

#### **11.8 Contractor to Search**

The Contractor shall, if required by the Engineer, search for the cause of any defect on parts of the works that have already accepted, under the direction of the Engineer. Unless the defect is to be remedied at the cost of the Contractor under Sub-Clause 11.2 [Cost of Remedying Defects], the Cost of the search plus profit shall be agreed or determined by the Architect in accordance with Sub-Clause 3.5 [Determinations] and shall be included in the Contract Price.

## **11.9 Completion Certificate**

- 11.9.1 Performance of the Contractor's obligations shall not be considered to have been completed until the Architect has issued the Completion Certificate to the Contractor, stating the date on which the Contractor completed his obligations under the Contract.
- 11.9.2 The Architect shall issue the Completion Certificate within 30 days after the latest of the expiry dates of the Defects Liability Period, or as soon thereafter as the Contractor has supplied all the Contractor's Documents and completed and tested all the Works, including remedying any defects. A copy of the Completion Certificate shall be issued to the Procuring Entity.
- 11.9.3 Only the Completion Certificate shall be deemed to constitute acceptance of the Works.

## **11.10 Unfulfilled Obligations**

After the Completion Certificate has been issued, each Party shall remain liable for the fulfilment of any obligation which remains unperformed at that time. For the purposes of determining the nature and extent of unperformed obligations, the Contract shall be deemed to remain in force.

## **11.11 Clearance of Site**

- 11.11.1 Upon receiving the Completion Certificate, the Contractor shall remove any remaining Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works from the Site.
- 11.11.2 If all these items have not been removed within 30 days after receipt by the Contractor of the Completion Certificate, the Procuring Entity may sell or otherwise dispose of any remaining items. The Procuring Entity shall be entitled to be paid the costs incurred in connection with, or attributable to, such sale or disposal and restoring the Site.
- 11.11.3 Any balance of the moneys from the sale shall be paid to the Contractor. If these moneys are less than the Procuring Entity's costs, the Contractor shall pay the outstanding balance to the Procuring Entity.

## **12 MEASUREMENT AND DEVALUATION**

### **12.1 Works to be Measured**

- 12.1.1 The Works shall be measured, and valued for payment, in accordance with this Clause. The Contractor shall show in each application under Sub-Clauses 14.3 [Application for Interim Payment Certificates], 14.10 [Statement on Completion] and 14.11 [Application for Final Payment Certificate] the quantities and other particulars detailing the amounts which he considers to be entitled under the Contract.
- 12.1.2 Whenever the Architect requires any part of the Works to be measured, reasonable notice shall be given to the Contractor's Representative, who shall:
- a) promptly either attend or send another qualified representative to assist the Architect in making the measurement, and
  - b) supply any particulars requested by the Engineer.
- 12.1.3 If the Contractor fails to attend or send a representative, the measurement made by the Architect shall be accepted as accurate.
- 12.1.4 Except as otherwise stated in the Contract, wherever any Permanent Works are to be measured from records, these shall be prepared by the Engineer. The Contractor shall, as and when requested, attend to examine and agree the records with the Engineer, and shall sign the same when agreed. If the Contractor does not attend, the records shall be accepted

as accurate.

- 12.15 If the Contractor examines and disagrees the records, and/ or does not sign them as agreed, then the Contractor shall give notice to the Architect of the respects in which the records are asserted to be inaccurate. After receiving this notice, the Architect shall review the records and either confirm or vary them and certify the payment of the undisputed part. If the Contractor does not so give notice to the Architect within 14 days after being requested to examine the records, they shall be accepted as accurate.

## 12.2 Method of Measurement

Except as otherwise stated in the Contract:

- a) Measurement shall be made of the net actual quantity of each item of the Permanent Works, and
- b) the method of measurement shall be in accordance with the Bill of Quantities or other applicable Schedules.

## 12.3 Evaluation

- 123.1 Except as otherwise stated in the Contract, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the value of work done by evaluating each item of work, applying the measurement agreed or determined in accordance with the above Sub-Clauses 12.1 and 12.2 and the appropriate rate or price for the item.

- 123.2 For each item of work, the appropriate rate or price for the item shall be the rate or price specified for such item in the Contractor, if there is no such item, specified for similar work.

- 123.3 Any item of work included in the Bill of Quantities for which no rate or price was specified shall be considered as included in other rates and prices in the Bill of Quantities and will not be paid for separately.

- 123.4 However, for a new item of work, a new rate or price shall be appropriate for such item of work if:

- a) The work is instructed under Clause 13 [Variations and Adjustments],
- b) no rate or price is specified in the Contract for this item, and
- c) no specified rate or price is appropriate because the item of work is not of similar character, or is not executed under similar conditions, as any item in the Contract.

- 123.5 Each new rate or price shall be derived from any relevant rates or prices in the Contract. If no rates or prices are relevant for the new item of work, it shall be derived from the reasonable Cost of executing such work, prevailing market rates, together with profit, taking account of any other relevant matters.

- 123.6 Until such time as an appropriate rate or price is agreed or determined, the Architect shall determine a provisional rate or price for the purposes of Interim Payment Certificates as soon as the concerned work commences.

- 123.7 Where the contract price is different from the corrected tender price, in order to ensure the contractor is not paid less or more relative to the contract price (*which would be the tender price*), payment valuation certificates and variation orders on omissions and additions valued based on rates in the Bill of Quantities or schedule of rates in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows:  $(\text{corrected tender price} - \text{tender price}) / \text{tender price} \times 100$ .

## 12.4 Omissions

Whenever the omission of any work forms part (or all) of a Variation, the value of which has not been agreed, if:

- a) The Contractor will incur (or has incurred) cost which, if the work had not been omitted, would have been deemed to be covered by a sum forming part of the Accepted Contract Amount;
- b) The omission of the work will result (or has resulted) in this sum not forming part of the Contract Price; and
- c) this cost is not deemed to be included in the evaluation of any substituted work; then the Contractor shall give notice to the Architect accordingly, with supporting particulars. Upon receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine this cost, which shall be included in the Contract Price.

### **13. VARIATIONS AND ADJUSTMENTS**

#### **13.1 Right to Vary**

13.1.1 Variations may be initiated by the Architect at any time prior to issuing the Taking-Over Certificate for the Works, either by an instruction or by a request for the Contractor to submit a proposal. No Variation instructed by the Architect under this Clause shall in any way vitiate or in validate the Contract.

13.1.2 The Contractor shall execute and be bound by each Variation, unless the Contractor promptly gives notice to the Architect stating (with supporting particulars) that (i) the Contractor cannot readily obtain the Goods required for the Variation, or (ii) such Variation triggers a substantial change in the sequence or progress of the Works. Upon receiving this notice, the Architect shall cancel, confirm or vary the instruction.

13.1.3 Each Variation may include:

- a) changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation),
- b) changes to the quality and other characteristics of any item of work,
- c) changes to the levels, positions and/ or dimensions of any part of the Works,
- d) omission of any work unless it is to be carried out by others,
- e) any additional work, Plant, Materials or services necessary for the Permanent Works, including any associated Tests on Completion, boreholes and other testing and exploratory work, or
- f) changes to the sequence or timing of the execution of the Works.

13.1.4 The Contractor shall not make any alteration and/or modification of the Permanent Works, unless and until the Architect instructs after obtaining approval of the Procuring Entity.

#### **13.2 Variation Order Procedure**

13.2.1 Prior to any Variation Order under Sub-Clause 13.1.4 the Architect shall notify the Contractor of the nature and form of such variation. As soon as possible after having received such notice, the Contractor shall submit to the Engineer:

- a) A description of work, if any, to be performed and a program for its execution, and
- b) the Contractor's proposals for any necessary modifications to the Program according to Sub-Clause 8.3 or to any of the Contractor's obligations under the Contract, and
- c) the Contractor's proposals for adjustment to the Contract Price.

Following the receipt of the Contractor's submission the Architect shall, after due consultation with the Employer and the Contractor, decide as soon as possible whether or not the variation shall be carried out. If the Architect decides that the variation shall be carried out, he shall issue a Variation Order clearly identified as such in accordance with the Contractor's submission or as modified by agreement.

If the Architect and the Contractor are unable to agree the adjustment of the Contract

Price, the provisions of Sub-Clause 13.2.2 shall apply.

### **13.2.2 Disagreement on Adjustment of the Contract Price**

If the Contractor and the Architecture unable to agree on the adjustment of the Contract Price, the adjustment shall be determined in accordance with the rates specified in the Bills of Quantities or Schedule of Daywork Prices. If the rates contained in the Bills of Quantities or Dayworks Prices are not directly applicable to the specific work in question, suitable rates shall be established by the Architect reflecting the level of pricing in the Dayworks Prices. Where rates are not contained in the said Prices, the amount shall be such as is in all the circumstances reasonable, reflecting a market price. Due account shall be taken of any over- or under-recovery of overheads by the Contractor in consequence of the variation. The Contractor shall also be entitled to be paid:

- a) The cost of any partial execution of the Works rendered useless by any such variation,
- b) The cost of making necessary alterations to Plant already manufactured or in the course of manufacture or of any work done that has to be altered in consequence of such a variation,
- c) any additional costs incurred by the Contractor by the disruption of the progress of the Works as detailed in the Program, and
- d) the net effect of the Contractor's finance costs, including interest, caused by the variation.

The Architect shall on this basis determine the rates or prices to enable on-account payment to be included in certificates of payment.

### **13.2.3 Contractor to Proceed**

On receipt of a Variation Order, the Contractor shall forth with proceed to carry out the variation and be bound to these Conditions in so doing as if such variation was stated in the Contract. The work shall not be delayed pending the granting of an extension of the Time for Completion or an adjustment to the Contract Price under Sub-Clause 31.3.

## **13.3 Value Engineering**

- 13.3.1 The Contractor may, at any time, submit to the Architect written proposal which (in the Contractor's opinion) will, if adopted, (i) accelerate completion, (ii) reduce the cost to the Procuring Entity of executing, maintaining or operating the Works, (iii) improve the efficiency or value to the Procuring Entity of the completed Works, or (iv) otherwise be of benefit to the Procuring Entity.
- 13.3.2 The proposal shall be prepared at the cost of the Contractor and shall include the items listed in Sub-Clause 13.3 [Variation Procedure].
- 13.2.3 If a proposal, which is approved by the Engineer, includes a change in the design of part of the Permanent Works, then unless otherwise agreed by both Parties:
  - a) The Contractor shall design this part,
  - b) sub-paragraphs (a) to (d) of Sub-Clause 4.1 [Contractor's General Obligations] shall apply, and
  - c) if this change results in a reduction in the contract value of this part, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine a fee, which shall be included in the Contract Price. This fee shall behalf (50%) of the difference between the following amounts:
    - i) such reduction in contract value, resulting from the change, excluding adjustments under Sub-Clause 13.8 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost], and
    - ii) the reduction (if any) in the value to the Procuring Entity of the varied works, taking account of any improvement in quality, anticipated life or operational efficiencies.

13.3.4 However, if the amount established in item 13.2.3 (c) (i) is less than amount established in item 13.2.3 (c) (ii), there shall not be a fee. However, if the if the amount established in item 13.2.3 (c) (i) is more than amount established in item 13.2.3 (c) (ii), it shall result in a price variation to the Procuring Entity.

#### 134 Variation Procedure for Value Engineering proposal

134.1 If the Architect requests a proposal, prior to instructing a Variation, the Contractor shall respond in writing as soon as practicable, either by giving reasons why he cannot comply (if this is the case) or by submitting:

- a) A description of the proposed work to be performed and a program for its execution,
- b) the Contractor's proposal for any necessary modifications to the program according to Sub-Clause 8.3 [Program] and to the Time for Completion, and
- c) the Contractor's proposal for evaluation of the Variation.

134.2 The Architect shall, as soon as practicable after receiving such proposal (under Sub-Clause 13.2 [Value Project Engineering] or otherwise), respond with approval, disapproval or comments. The Contractor shall not delay any work whilst awaiting a response.

134.3 Each instruction to execute a Variation, with any requirements for the recording of Costs, shall be issued by the Architect to the Contractor, who shall acknowledge receipt.

134.4 Each Variation shall be evaluated in accordance with Clause 12 [Measurement and Evaluation], unless the Architect instructs or approves otherwise in accordance with this Clause.

#### 135 Payment in Applicable Currencies

If the Contract provides for payment of the Contract Price in more than one currency, then whenever an adjustment is agreed, approved or determined as stated above, the amount payable in each of the applicable currencies shall be specified. For this purpose, reference shall be made to the actual or expected currency proportions of the Cost of the varied work, and to the proportions of various currencies specified for payment of the Contract Price.

#### 136 Provisional Sums

136.1 Each Provisional Sum shall only be used, in whole or in part, in accordance with the Architect instructions, and the Contract Price shall be adjusted accordingly. The total sum paid to the Contractor shall include only such amounts, for the work, supplies or services to which the Provisional Sum relates, as the Architect shall have instructed. For each Provisional Sum, the Architect May instruct:

- a) Work to be executed (including Plant, Materials or services to be supplied) by the Contractor and valued under Sub-Clause 13.3 [Variation Procedure]; and/or
- b) Plant, Materials or services to be purchased by the Contractor, from a nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]) or otherwise; and for which there shall be included in the Contract Price:
  - i) The actual amounts paid (or due to be paid) by the Contractor, and
  - ii) a sum for overhead charges and profit, calculated as a percentage of these actual amounts by applying the relevant percentage rate (if any) stated in the appropriate Schedule. If there is no such rate, the percentage rate stated in **the Special Conditions of Contract** shall be applied.

136.2 The Contractor shall, when required by the Engineer, produce quotations, invoices, vouchers and accounts or receipts in substantiation.

## **134 Dayworks**

- 134.1 For work of a minor or incidental nature, the Architect may instruct that a Variation shall be executed on a daywork basis. The work shall then be valued in accordance with the Daywork Schedule included in the Contract, and the following procedure shall apply. If a Daywork Schedule is not included in the Contract, this Sub-Clause shall not apply.
- 134.2 Before ordering Goods for the work, the Contractor shall submit quotations to the Engineer. When applying for payment, the Contractor shall submit invoices, vouchers and accounts or receipts for any Goods.
- 134.3 Except for any items for which the Daywork Schedule specifies that payment is not due, the Contractor shall deliver each day to the Architect accurate statements induplicate which shall include the following details of the resources used in executing the previous day's work:
- a) The names, occupations and time of Contractor's Personnel,
  - b) the identification, type and time of Contractor's Equipment and Temporary Works, and
  - c) the quantities and types of Plant and Materials used.
- 134.4 One copy of each statement will, if correct, or when agreed, be signed by the Architect and returned to the Contractor. The Contractor shall then submit priced statements of these resources to the Engineer, prior to their inclusion in the next Statement under Sub-Clause 14.3 [Application for Interim Payment Certificates].

## **135 Adjustments for Changes in Legislation**

- 135.1 The Contract Price shall be adjusted to take account of any increase or decrease in Cost resulting from a change in the Laws of Kenya (including the introduction of new Laws and the repeal or modification of existing Laws) or in the judicial or official governmental interpretation of such Laws, made after the Base Date, which affect the Contractor in the performance of obligations under the Contract.
- 135.2 If the Contractor suffers (or will suffer) delay and/or incurs (or will incur) additional Cost as a result of these changes in the Laws or in such interpretations, made after the Base Date, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
  - b) payment of any such Cost, which shall be included in the Contract Price.
- 135.3 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.
- 135.4 Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the table of adjustment data in accordance with the provisions of Sub-Clause 13.8 [Adjustments for Changes in Cost].

## **136 Adjustments for Changes in Cost**

- 136.1 In this Sub-Clause, "table of adjustment data" means the completed table of adjustment data for local and foreign currencies included in the Schedules. If there is no such table of adjustment data, this Sub-Clause shall not apply.
- 136.2 If this Sub-Clause applies, the amounts payable to the Contractor shall be adjusted for rises or falls in the cost of labor, Goods and other inputs to the Works, by the addition or deduction of the amounts determined by the formulae prescribed in this Sub-Clause. To the extent that full compensation for any rise or fall in Costs is not covered by the provisions of

this or other Clauses, the Accepted Contract Amount shall be deemed to have included amounts to cover the contingency of other rises and falls in costs.

- 13.63 The adjustment to be applied to the amount otherwise payable to the Contractor, as valued in accordance with the appropriate Schedule and certified in Payment Certificates, shall be determined from formulae for each of the currencies in which the Contract Price is payable. No adjustment is to be applied to work valued on the basis of Cost or current prices. The formulae

### Price Adjustment Formula

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

$$P = A + B I_m/I_o$$

where:

**P** is the adjustment factor for the portion of the Contract Price payable.

**A** and **B** are coefficients **specified in the SCC**, representing then on adjustable and adjustable portions, respectively, of the Contract Price payable and

**I<sub>m</sub>** is the index prevailing at the end of the month being invoiced and **I<sub>o</sub>** is the index prevailing 30 days before Bid opening for inputs payable.

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

- 13.64 The cost indices or reference prices stated in the table of adjustment data shall be used. If their source is in doubt, it shall be determined by the Engineer. Forth is purpose, reference shall be made to the values of the indices at stated dates (quoted in the fourth and fifth columns respectively of the table) for the purposes of clarification of the source; although these dates (and thus these values) may not correspond to the base cost indices.
- 13.65 In cases where the “currency of index” is not the relevant currency of payment, each index shall be converted into the relevant currency of payment at the selling rate, established by the Central Bank of Kenya, of this relevant currency on the above date for which the index is required to be applicable.
- 13.66 Until such time as each current cost index is available, the Architect shall determine a provisional index for the issue of Interim Payment Certificates. When a current cost index is available, the adjustment shall be recalculated accordingly.
- 13.67 If the Contractor fails to complete the Works within the Time for Completion, adjustment of prices there after shall be made using either (i) each index or price applicable on the date 49 days prior to the expiry of the Time for Completion of the Works, or (ii) the current index or price, whichever is more favorable to the Procuring Entity.
- 13.68 The weightings (coefficients) for each of the factors of cost stated in the table(s) of adjustment data shall only be adjusted if they have been rendered unreasonable, unbalanced or in

applicable, as a result of Variations.

## 14 CONTRACT PRICE AND PAYMENT

### 14.1 The Contract Price

14.1.1 Unless otherwise stated in the Special Conditions:

- a) The value of the payment certificate shall be agreed or determined under Sub-Clause 12.3 [Evaluation] and be subject to adjustments in accordance with the Contract;
- b) the Contractor shall pay all taxes, duties and fees required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these costs except as stated in Sub-Clause 13.7 [Adjustments for Changes in Legislation];
- c) any quantities which may be set out in the Bill of Quantities or other Schedule are estimated quantities and are not to be taken as the actual and correct quantities:
  - i) of the Works which the Contractor is required to execute, or
  - ii) for the purposes of Clause 12 [Measurement and Evaluation]; and
- d) the Contractor shall submit to the Engineer, within 30 days after the Commencement Date, a proposed breakdown of each lump sum price in the Schedules. The Architect may take account of the break down when preparing Payment Certificates but shall not be bound by it.

14.1.2 Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts there for, imported by the Contractor for the sole purpose of executing the Contract shall not be exempt from the payment of import duties and taxes upon importation.

### 14.2 Advance Payment

14.2.1 The Procuring Entity shall make an advance payment, as an interest-free loan for mobilization and cashflow support, when the Contractor submits a guarantee in accordance with this Clause. The total advance payment, the number and timing of instalments (if more than one), and the applicable currencies and proportions, shall be as stated in the **Special Conditions of Contract**.

14.2.2 Unless and until the Procuring Entity receives this guarantee, or if the total advance payment is not stated in the Special Conditions of Contract, this Sub-Clause shall not apply.

14.2.3 The Architect shall deliver to the Procuring Entity and to the Contractor an Interim Payment Certificate for the advance payment or its first instalment after receiving a Statement (under Sub-Clause 14.3 [Application for Interim Payment Certificates]) and after the Procuring Entity receives (i) the Performance Security in accordance with Sub-Clause 4.2 [Performance Security] and (ii) a guarantee in amounts and currencies equal to the advance payment. This guarantee shall be issued by a reputable bank or financial institutions elected by the Contractor and shall be in the form annexed to the Special Conditions or in another form approved by the Procuring Entity.

14.2.4 The Contractor shall ensure that the guarantee is valid and enforceable until the advance payment has been repaid, but its amount shall be progressively reduced by the amount repaid by the Contractor as indicated in the Payment Certificates. If the terms of the guarantee specify its expiry date, and the advance payment has not been repaid by the date 30 days prior to the expiry date, the Contractor shall extend the validity of the guarantee until the advance payment has been repaid.

14.2.5 Unless stated otherwise in the **Special Conditions of Contract**, the advance payment shall be

repaid through percentage deductions from the interim payments determined by the Architect in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates], as follows:

- a) Deductions shall commence in the next interim Payment Certificate following that in which the total of all certified interim payments (excluding the advance payment and deductions and repayments of retention) exceeds 30 percent (30%) of the Accepted Contract Amount less Provisional Sums; and
- b) deductions shall be made at the amortization rate stated in the **Special Conditions of Contract** of the amount of each Interim Payment Certificate (excluding the advance payment and deductions for its repayments as well as deductions for retention money) in the currencies and proportions of the advance payment until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the time when 90 percent (90%) of the Accepted Contract Amount less Provisional Sums has been certified for payment.

142.6 If the advance payment has not been repaid prior to the issue of the Taking-Over Certificate for the Works or prior to termination under Clause 15 [Termination by Procuring Entity], Clause 16 [Suspension and Termination by Contractor] or Clause 19 [Force Majeure] (as the case may be), the whole of the balance then outstanding shall immediately become due and in case of termination under Clause 15 [Termination by Procuring Entity], except for Sub-Clause 14.2.7 [Procuring Entity's Entitlement to Termination for Convenience], payable by the Contractor to the Procuring Entity.

### 14.3 Application for Interim Payment Certificates

143.1 The Contractor shall submit a Statement (in number of copies indicated in the **Special Conditions of Contract**) to the Architect after the end of each month, in a form approved by the Engineer, showing in detail the amounts to which the Contractor considers itself to be entitled, together with supporting documents which shall include the report on the progress during this month in accordance with Sub-Clause 4.21 [Progress Reports].

143.2 The Statement shall include the following items, as applicable, which shall be expressed in the various currencies in which the Contract Price is payable, in the sequence listed:

- a) the estimated contract value of the Works executed and the Contractor's Documents produced up to the end of the month (including Variations but excluding items described in sub-paragraphs (b) to (g) below);
- b) any amounts to be added and deducted for changes in legislation and changes in cost, in accordance with Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost];
- c) any amount to be deducted for retention, calculated by applying the percentage of retention stated in **the Special Conditions of Contract** to the total of the above amounts, until the amount so retained by the Procuring Entity reaches the limit of Retention Money (if any) stated in **the Special Conditions of Contract**;
- d) any amounts to be added for the advance payment and (if more than one instalment) and to be deducted for its repayments in accordance with Sub-Clause 14.2 [Advance Payment];
- e) any amounts to be added and deducted for Plant and Materials in accordance with Sub-Clause 14.5 [Plant and Materials intended for the Works];
- f) any other additions or deductions which may have become due under the Contractor otherwise, including those under Clause 20 [Claims, Disputes and Arbitration]; and
- g) the deduction of amounts certified in all previous Payment Certificates.

### 14.4 Schedule of Payments

- 144.1 If the Contract includes a schedule of payments specifying the instalments in which the Contract Price will be paid, then unless otherwise stated in this schedule:
- a) The instalments quoted in this schedule of payments shall be the estimated contract values for the purposes of sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates];
  - b) Sub-Clause 14.5 [Plant and Materials intended for the Works] shall not apply; and
  - c) If these instalments are not defined by reference to the actual progress achieved in executing the Works, and if actual progress is found to be less or more than that on which this schedule of payments was based, then the Architect may proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine revised instalments, which shall take account of the extent to which progress is less or more than that on which the instalments were previously based.
- 144.2 If the Contract does not include a schedule of payments, the Contractor shall submit non-binding estimates of the payments which he expects to become due during each quarterly period. The first estimate shall be submitted within 42 days after the Commencement Date. Revised estimates shall be submitted at quarterly intervals, until the Taking-Over Certificate has been issued for the Works.

#### **14.5 Plant and Materials intended for the Works**

- 145.1 If this Sub-Clause applies, Interim Payment Certificates shall include, under sub-paragraph (e) of Sub-Clause 14.3, (i) an amount for Plant and Materials which have been sent to the Site for incorporation in the Permanent Works, and (ii) a reduction when the contract value of such Plant and Materials is included as part of the Permanent Works under sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates].
- 145.2 If the lists referred to in sub-paragraphs (b)(i) or (c)(i) below are not included in the Schedules, this Sub-Clause shall not apply.
- 145.3 The Architect shall determine and certify each addition if the following conditions are satisfied:
- a) The Contractor has:
    - i) kept satisfactory records (including the orders, receipts, Costs and use of Plant and Materials) which are available for inspection, and
    - (ii) submitted statement of the Cost of acquiring and delivering the Plant and Materials to the Site, supported by satisfactory evidence;and either:
  - b) the relevant Plant and Materials:
    - i) are those listed in the Schedules for payment when shipped,
    - ii) have been shipped to Kenya, enroute to the Site, in accordance with the Contract; and
    - iii) are described in a clean shipped bill of lading or other evidence of shipment, which has been submitted to the Architect together with evidence of payment of freight and insurance, any other documents reasonably required, and a bank guarantee in a form and issued by an entity approved by the Procuring Entity in amounts and currencies equal to the amount due under this Sub-Clause: this guarantee may be in a similar form to the form referred to in Sub-Clause 14.2 [Advance Payment] and shall be valid until the Plant and Materials are properly stored on Site and protected against loss, damage or deterioration; or
  - c) the relevant Plant and Materials:
    - i) are those listed in the Schedules for payment when delivered to the Site, and
    - ii) have been delivered to and are properly stored on the Site, are protected against

loss, damage or deterioration and appear to be in accordance with the Contract.

14.5.4 The additional amount to be certified shall be the equivalent of eighty percent (80%) of the Architect determination of the cost of the Plant and Materials (including delivery to Site), taking account of the documents mentioned in this Sub-Clause and of the contract value of the Plant and Materials.

14.5.5 The currencies for this additional amount shall be the same as those in which payment will become due when the contract value is included under sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates]. At that time, the Payment Certificate shall include the applicable reduction which shall be equivalent to, and in the same currencies and proportions as, this additional amount for the relevant Plant and Materials.

#### 14.6 Issue of Interim Payment Certificates

14.6.1 No amount will be certified or paid until the Procuring Entity has received and approved the Performance Security. Thereafter, the Architect shall, within 30 days after receiving a Statement and supporting documents, deliver to the Procuring Entity and to the Contractor an Interim Payment Certificate which shall state the amount which the Architect fairly determines to be due, with all supporting particulars for any reduction or withholding made by the Architect on the Statement if any.

14.6.2 However, prior to issuing the Taking-Over Certificate for the Works, the Architect shall not be bound to issue an Interim Payment Certificate in an amount which would (after retention and other deductions) be less than the minimum amount of Interim Payment Certificates (if any) stated in the **Special Conditions of Contract**. In this event, the Architect shall give notice to the Contractor accordingly.

14.6.3 An Interim Payment Certificate shall not be withheld for any other reason, although:

- a) if anything supplied or work done by the Contractor is not in accordance with the Contract, the cost of rectification or replacement may be withheld until rectification or replacement has been completed; and/or
- b) if the Contractor was or is failing to perform any work or obligation in accordance with the Contract, and had been so notified by the Engineer, the value of this work or obligation may be withheld until the work or obligation has been performed.

4.6.4 The Architect may in any Payment Certificate make any correction or modification that should properly be made to any previous Payment Certificate. A Payment Certificate shall not be deemed to indicate the Architect acceptance, approval, consent or satisfaction.

#### 14.7 Payment

14.7.1 The Procuring Entity shall pay to the Contractor:

- a) The advance payment shall be paid within 60 days after signing of the contract by both parties or within 60 days after receiving the documents in accordance with Sub-Clause 4.2 [Performance Security] and Sub-Clause 14.2 [Advance Payment], whichever is later;
- b) The amount certified in each Interim Payment Certificate within 60 days after the Architect Issues Interim Payment Certificate; and
- c) the amount certified in the Final Payment Certificate within 60 days after the Procuring Entity Issues Interim Payment Certificate; or after determination of any disputed amount shown in the Final Statement in accordance with Sub-Clause 16.2 [Termination by Contractor].

14.7.2 Payment of the amount due in each currency shall be made into the bank account, nominated by the Contractor, in the payment country (forth is currency) specified in the Contract.

## **14.8 Delayed Payment**

- 14.8.1 If the Contractor does not receive payment in accordance with Sub-Clause 14.7 [Payment], the Contractor shall be entitled to receive financing charges (simple interest) monthly on the amount unpaid during the period of delay. This period shall be deemed to commence on the date for payment specified in Sub-Clause 14.7 [Payment], irrespective (in the case of its sub-paragraph (b) of the date on which any Interim Payment Certificate is issued.
- 14.8.2 These financing charges shall be calculated at the annual rate of three percentage points above the mean rate of the Central Bank in Kenya of the currency of payment, or if not available, the interbank offered rate, and shall be paid in such currency.
- 14.8.3 The Contractor shall be entitled to this payment without formal notice and certification, and without prejudice to any other right or remedy.

## **14.9 Payment of Retention Money**

- 14.9.1 When the Taking-Over Certificate has been issued for the Works, the first half of the Retention Money shall be certified by the Architect for payment to the Contractor. If a Taking-Over Certificate is issued for a Section or part of the Works, a proportion of the Retention Money shall be certified and paid. This proportion shall be half (50%) of the proportion calculated by dividing the estimated contract value of the Section or part, by the estimated final Contract Price.
- 14.9.2 Promptly after the latest of the expiry dates of the Defects Liability Periods, the outstanding balance of the Retention Money shall be certified by the Architect for payment to the Contractor. If a Taking-Over Certificate was issued for a Section, a proportion of the second half of the Retention Money shall be certified and paid promptly after the expiry date of the Defects Notification Period for the Section. This proportion shall be half (50%) of the proportion calculated by dividing the estimated contract value of the Section by the estimated final Contract Price.
- 14.9.3 However, if any work remains to be executed under Clause 11 [Defects Liability], the Architect shall be entitled to withhold certification of the estimated cost of this work until it has been executed.
- 14.9.4 When calculating these proportions, no account shall be taken of any adjustments under Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost].
- 14.9.5 Unless otherwise stated in the Special Conditions, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Engineer, the Contractor shall be entitled to substitute a Retention Money Security guarantee, in the form annexed to the Special Conditions or in another form approved by the Procuring Entity and issued by a reputable bank or financial institution selected by the Contractor, for the second half of the Retention Money.
- 14.9.6 The Procuring Entity shall return the Retention Money Security guarantee to the Contractor within 14 days after receiving a copy of the Completion Certificate.

## **14.10 Statement at Completion**

- 14.10.1 Within 84 days after receiving the Taking-Over Certificate for the Works, the Contractor shall submit to the Architect three copies of a Statement at completion with supporting documents, in accordance with Sub-Clause 14.3 [Application for Interim Payment Certificates], showing:
- a) the value of all work done in accordance with the Contract up to the date stated in

- the Taking-Over Certificate for the Works,
- b) any further sums which the Contractor considers to be due, and
- c) an estimate of any other amounts which the Contractor considers will become due to him under the Contract. Estimated amounts shall be shown separately in this Statement at completion.

14.10.2 The Architect shall then certify in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates].

#### 14.11 Application for Final Payment Certificate

14.11.1 Within 60 days after receiving the Completion Certificate, the Contractor shall submit, to the Engineer, six copies of a draft final statement with supporting documents showing in detail in a form approved by the Engineer:

- a) The value of all work done in accordance with the Contract, and
- b) Any further sums which the Contractor considers to be due to him under the Contract otherwise.

14.11.2 If the Architect disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Architect may reasonably require within 30 days from receipt of said draft and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Architect the final statement as agreed. This agreed statement is referred to in these Conditions as the "Final Statement".

14.11.3 However, if, following discussions between the Architect and the Contractor and any changes to the draft final statement which are agreed, it becomes evident that a dispute exists, the Architect shall deliver to the Procuring Entity (with a copy to the Contractor) an Interim Payment Certificate for the agreed parts of the draft final statement. Thereafter, if the dispute is finally resolved under Sub-Clause 20.4 [Obtaining Dispute Board's Decision] or Sub-Clause 20.5 [Amicable Settlement], the Contractor shall then prepare and submit to the Procuring Entity (with a copy to the Engineer) a Final Statement.

#### 14.12 Discharge

When submitting the Final Statement, the Contractor shall submit a discharge which confirms that the total of the Final Statement represents full and final settlement of all moneys due to the Contractor under or in connection with the Contract. This discharge may state that it becomes effective when the Contractor has received the Performance Security and the outstanding balance of this total, in which event the discharge shall be effective on such date.

#### 14.13 Issue of Final Payment Certificate

14.13.1 Within 30 days after receiving the Final Statement and discharge in accordance with Sub-Clause 14.11 [Application for Final Payment Certificate] and Sub-Clause 14.12 [Discharge], the Architect shall deliver, to the Procuring Entity and to the Contractor, the Final Payment Certificate which shall state:

- a) The amount which he fairly determines is finally due, and
- b) After giving credit to the Procuring Entity for all amounts previously paid by the Procuring Entity and for all sums to which the Procuring Entity is entitled, the balance (if any) due from the Procuring Entity to the Contractor or from the Contractor to the Procuring Entity, as the case may be.

14.13.2 If the Contractor has not applied for a Final Payment Certificate in accordance with Sub-Clause 14.11 [Application for Final Payment Certificate] and Sub-Clause 14.12 [Discharge], the Architect shall request the Contractor to do so. If the Contractor fails to submit an

application within a period of 30 days, the Architect shall issue the Final Payment Certificate for such amount as he fairly determines to be due.

#### **14.14 Cessation of Procuring Entity's Liability**

14.14.1 The Procuring Entity shall not be liable to the Contractor for any matter or thing under or in connection with the Contract or execution of the Works, except to the extent that the Contractor shall have included an amount expressly for it:

- a) in the Final Statement and also,
- b) (except for matters or things arising after the issue of the Taking-Over Certificate for the Works) in the Statement at completion described in Sub-Clause 14.10 [Statement at Completion].

14.14.2 However, this Sub-Clause shall not limit the Procuring Entity's liability under his indemnification obligations, or the Procuring Entity's liability in any case of fraud, deliberate default or reckless misconduct by the Procuring Entity.

#### **14.15 Currencies of Payment**

The Contract Price shall be paid in the currency or currencies named in the Schedule of Payment Currencies. If more than one currency is so named, payments shall be made as follows:

- a) If the Accepted Contract Amount was expressed in Local Currency only:
  - i) the proportions or amounts of the Local and Foreign Currencies, and the fixed rates of exchange to be used for calculating the payments, shall be as stated in the Schedule of Payment Currencies, except as otherwise agreed by both Parties;
  - ii) payments and deductions under Sub-Clause 13.5 [Provisional Sums] and Sub-Clause 13.7 [Adjustments for Changes in Legislation] shall be made in the applicable currencies and proportions; and
  - iii) other payments and deductions under sub-paragraphs (a) to (d) of Sub-Clause 14.3 [Application for Interim Payment Certificates] shall be made in the currencies and proportions specified in sub-paragraph (a) (i) above;
- b) payment of the damages specified in the Special Conditions of Contract, shall be made in the currencies and proportions specified in the Schedule of Payment Currencies;
- c) other payments to the Procuring Entity by the Contractor shall be made in the currency in which the sum was expended by the Procuring Entity, or in such currency as may be agreed by both Parties;
- d) if any amount payable by the Contractor to the Procuring Entity in a particular currency exceeds the sum payable by the Procuring Entity to the Contractor in that currency, the Procuring Entity may recover the balance of this amount from the sums otherwise payable to the Contractor in other currencies; and
- e) if no rates of exchange are stated in the Schedule of Payment Currencies, they shall be those prevailing on the Base Date and determined by the Central Bank of Kenya.

### **15 TERMINATION BY PROCURING ENTITY**

#### **15.1 Notice to correct any defects or failures**

If the Contractor fails to carry out any obligation under the Contract, the Architect may by notice require the Contractor to make good the failure and to remedy it within 30 days.

#### **15.2 Termination by Procuring Entity**

- 152.1 The Procuring Entity shall be entitled to terminate the Contract if the Contractor breaches the contract based on following circumstances which shall include but not limited to:
- a) fails to comply with Sub-Clause 4.2 [Performance Security] or with a notice under Sub-Clause 15.1 [Notice to Correct],
  - b) abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract,
  - c) without reasonable excuse fails:
    - i) to proceed with the Works in accordance with Clause 8 [Commencement, Delays and Suspension], or
    - ii) to comply with a notice issued under Sub-Clause 7.5 [Rejection] or Sub-Clause 7.6 [Remedial Work], within 30 days after receiving it,
  - d) subcontracts the major part or whole of the Works or assigns the Contract without the consent of the Procuring Entity,
  - e) becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events, or
  - f) gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an induce mentor reward:
    - i) for doing or for bearing to do any action in relation to the Contract, or
    - ii) for showing or for bearing to show favor or disfavor to any person in relation to the Contract, or
    - iii) if any of the Contractor's Personnel, agents or Subcontractors gives or offers to give (directly or indirectly) to any person any such induce mentor reward as is described in this sub-paragraph (f). However, lawful inducements and rewards to Contractor's Personnel shall not entitle termination, or
  - g) If the contract or repeatedly fails to remedy delivers defective work,
  - h) based on reasonable evidence, has engaged in Fraud and Corruption as defined in paragraph 2.2 of the Appendix B to these General Conditions, in competing for or in executing the Contract.
- 152.2 In any of these events or circumstances, the Procuring Entity may, upon giving 14 days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in the case of sub- paragraph (e) or (f) or (g) or (h), the Procuring Entity may by notice terminate the Contract immediately.
- 152.3 The Procuring Entity's election to terminate the Contract shall not prejudice any other rights of the Procuring Entity, under the Contractor otherwise.
- 152.4 The Contractor shall then leave the Site and deliver any required Goods, all Contractor's Documents, and other design documents made by or for him, to the Engineer. However, the Contractor shall use his best efforts to comply immediately with any reasonable instructions included in the notice (i) for the assignment of any subcontract, and (ii) for the protection of life or property or for the safety of the Works.
- 152.5 After termination, the Procuring Entity may complete the Works and/ or arrange for any other entities to do so. The Procuring Entity and these entities may then use any Goods, Contractor's Documents and other design documents made by or on behalf of the Contractor.
- 152.6 The Procuring Entity shall then give notice that the Contractor's Equipment and Temporary Works will be released to the Contractor at or near the Site. The Contractor shall promptly arrange their removal, at the risk and cost of the Contractor. However, if by this time the

Contractor has failed to make a payment due to the Procuring Entity, these items may be sold by the Procuring Entity in order to recover this payment. Any balance of the proceeds shall then be paid to the Contractor.

### **15.3 Valuation at Date of Termination**

As soon as practicable after a notice of termination under Sub-Clause 15.2 [Termination by Procuring Entity] has taken effect, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the value of the Works, Goods and Contractor's Documents, and any other sums due to the Contractor for work executed in accordance with the Contract.

### **15.4 Payment after Termination**

After a notice of termination under Sub-Clause 15.2 [Termination by Procuring Entity] has taken effect, the Procuring Entity may:

- a) Proceed in accordance with Sub-Clause 2.5 [Procuring Entity's Claims],
- b) withhold further payments to the Contractor until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Procuring Entity, have been established, and/ or
- c) recover from the Contractor any losses and damages incurred by the Procuring Entity and any extra costs of completing the Works, after allowing for any sum due to the Contractor under Sub-Clause 15.3 [Valuation at Date of Termination]. After recovering any such losses, damages and extra costs, the Procuring Entity shall pay any balance to the Contractor.

### **15.5 Procuring Entity's Entitlement to Termination for Convenience**

The Procuring Entity shall be entitled to terminate the Contract, at any time at the Procuring Entity's convenience, by giving notice of such termination to the Contractor. The termination shall take effect 30 days after the later of the dates on which the Contractor receives this notice or the Procuring Entity returns the Performance Security. The Procuring Entity shall not terminate the Contract under this Sub-Clause in order to execute the Works itself or to arrange for the Works to be executed by another contractor or to avoid a termination of the Contract by the Contractor under Clause 16.2 [Termination by Contractor]. After this termination, the Contractor shall proceed in accordance with Sub-Clause 16.3 [Cessation of Work and Removal of Contractor's Equipment] and shall be paid in accordance with Sub-Clause 16.4 [Payment on Termination].

### **15.6 Fraud and Corruption**

The Contractor shall ensure compliance with the Kenya Government's Anti-Corruption Laws and its prevailing sanctions.

### **15.7 Corrupt gifts and payments of commission**

#### **15.7.1 The Contractor shall not;**

- a) Offer or give or agree to give to any person in the service of the Procuring Entity any gift or consideration of any kind as an inducement or reward for doing or for bearing to door for having done or for borne to do any act in relation to the obtaining or execution of this or any other Contract for the Procuring Entity or for showing or for bearing to show favor or disfavor to any person in relation to this or any other contract for the Procuring Entity.
- b) Enter into this or any other contract with the Procuring Entity 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 there of have been disclosed in writing to the Procuring Entity.

15.72 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 the Anti-Corruption and Economic Crimes Act (2003) of the Laws of Kenya.

## **16 SUSPENSION AND TERMINATION BY CONTRACTOR**

### **16.1 Contractor's Entitlement to Suspend Work**

16.1.1 If the Architect fails to certify in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates] or Sub-Clause 14.7 [Payment], or not receiving instructions that would enable the contractor to proceed with the works in accordance with the program, the Contractor may, after giving not less than 30 days' notice to the Procuring Entity, suspend work (or reduce the rate of work) unless and until the Contractor has received the Payment Certificate, reasonable evidence or payment, as the case may be and as described in the notice.

16.1.2 The Contractor's action shall not prejudice his entitlements to financing charges under Sub-Clause 14.8 [Delayed Payment] and to termination under Sub-Clause 16.2 [Termination by Contractor].

16.1.3 If the Contractor subsequently receives such Payment Certificate, evidence or payment (as described in the relevant Sub-Clause and in the above notice) before giving a notice of termination, the Contractor shall resume normal working as soon as is reasonably practicable.

16.1.4 If the Contractor suffers delay and/or incurs Cost as a result of suspending work (or reducing the rate of work) in accordance with this Sub-Clause, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- b) payment of any such Cost-plus profit, which shall be included in the Contract Price.

**16.2** After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

### **16.3 Termination by Contractor**

16.3.1 The Contractor shall be entitled to terminate the Contract if:

- a) the Architect fails, within 60 days after receiving a Statement and supporting documents, to issue the relevant Payment Certificate,
- b) the Contractor does not receive the amount due under an Interim Payment Certificate within 90 days after the expiry of the time stated in Sub-Clause 14.7 [Payment] within which payment is to be made (except for deductions in accordance with Sub-Clause 2.5 [Procuring Entity's Claims]),
- c) the Procuring Entity substantially fails to perform his obligations under the Contract in such manner as to materially and adversely affect the economic balance of the Contract and/or the ability of the Contractor to perform the Contract,
- d) a prolonged suspension affects the whole of the Works as described in Sub-Clause 8.11 [Prolonged Suspension], or
- e) the Procuring Entity becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or

carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.

- f) the Contractor does not receive the Architect instruction recording the agreement of both Parties on the fulfilment of the conditions for the Commencement of Works under Sub-Clause 8.1 [Commencement of Works].

1632 In any of these events or circumstances, the Contractor may, upon giving 14 days' notice to the Procuring Entity, terminate the Contract. However, in the case of sub-paragraph (f) or (g), the Contractor may by notice terminate the Contract immediately.

1633 The Contractor's election to terminate the Contract shall not prejudice any other rights of the Contractor, under the Contract otherwise.

#### **16.4 Cessation of Work and Removal of Contractor's Equipment**

After a notice of termination under Sub-Clause 15.5 [Procuring Entity's Entitlement to Termination for Convenience], Sub-Clause 16.2 [Termination by Contractor] or Sub-Clause 19.6 [Optional Termination, Payment and Release] has taken effect, the Contractor shall promptly:

- a) cease all further work, except for such work as may have been instructed by the Architect for the protection of life or property or for the safety of the Works,
- b) hand over Contractor's Documents, Plant, Materials and other work, for which the Contractor has received payment, and
- c) remove all other Goods from the Site, except as necessary for safety, and leave the Site.

#### **16.5 Payment on Termination**

After a notice of termination under Sub-Clause 16.2 [Termination by Contractor] has taken effect, the Procuring Entity shall promptly:

- a) Return the Performance Security to the Contractor,
- b) pay the Contractor in accordance with Sub-Clause 19.6 [Optional Termination, Payment and Release], and
- c) pay to the Contractor the amount of any loss or damage sustained by the Contractor as a result of this termination.

### **17. RISK AND RESPONSIBILITY**

#### **17.1 Indemnities**

17.1.1 The Contractor shall indemnify and hold harmless the Procuring Entity, the Procuring Entity's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:

- a) Bodily injury, sickness, disease or death, of any person what so ever arising out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless attributable to any negligence, willful actor breach of the Contract by the Procuring Entity, the Procuring Entity's Personnel, or any of their respective agents, and
- b) damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss arises out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless and to the extent that any such damage or loss is attributable to any negligence, willful act or breach of the Contract by the Procuring Entity, the Procuring Entity's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.

17.12 The Procuring Entity shall indemnify and hold harmless the Contractor, the Contractor's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of (1) bodily injury, sickness, disease or death, which is attributable to any negligence, willful act or breach of the Contract by the Procuring Entity, the Procuring Entity's Personnel, or any of their respective agents, and (2) the matters for which liability may be excluded from insurance cover, as described in sub-paragraphs (d)(i), (ii) and (iii) of Sub-Clause 18.3 [Insurance Against Injury to Persons and Damage to Property], unless and to the extent that any such damage or loss is attributable to any negligence, willful actor breach of the Contract by the contractor, the contractor's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.

## **17.2 Contractor's Care of the Works**

17.2.1 The Contractor shall take full responsibility for the care of the Works and Goods from the Commencement Date until the Taking-Over Certificate is issued (or is deemed to be issued under Sub-Clause 10.1 [Taking Over of the Works and Sections]) for the Works, when responsibility for the care of the Works shall pass to the Procuring Entity. If a Taking-Over Certificate is issued (or is so deemed to be issued) for any Section or part of the Works, responsibility for the care of the Section or part shall then pass to the Procuring Entity.

17.2.2 After responsibility has accordingly passed to the Procuring Entity, the Contractor shall take responsibility for the care of any work which is outstanding on the date stated in a Taking-Over Certificate, until this outstanding work has been completed.

17.2.3 If any loss or damage happens to the Works, Goods or Contractor's Documents during the period when the Contractor is responsible for their care, from any cause not listed in Sub-Clause 17.3 [Procuring Entity's Risks], the Contractor shall rectify the loss or damage at the Contractor's risk and cost, so that the Works, Goods and Contractor's Documents conform with the Contract.

17.2.4 The Contractor shall be liable for any loss or damage caused by any actions performed by the Contractor after a Taking-Over Certificate has been issued. The Contractor shall also be liable for any loss or damage which occurs after a Taking-Over Certificate has been issued and which arose from a previous event for which the Contractor was liable.

## **17.3 Procuring Entity's Risks**

The risks referred to in Sub-Clause 17.4 [Consequences of Procuring Entity's Risks] below, in so far as they directly affect the execution of the Works in Kenya, are:

- a) War hostilities (whether war be declared or not),
- b) rebellion, riot, commotion or disorder, terrorism, sabotage by persons other than the Contractor's Personnel,
- c) explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such explosives, radiation or radio-activity,
- d) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds,
- e) use or occupation by the Procuring Entity of any part of the Permanent Works, except as may be specified in the Contract,
- f) design of any part of the Works by the Procuring Entity's Personnel or by others for whom the Procuring Entity is responsible, and
- g) any operation of the forces of nature which is Unforeseeable or against which an experienced contractor could not reasonably have been expected to have taken adequate preventive precautions.

## **17.4** Consequences of Procuring Entity's Risks

- 174.1 If and to the extent that any of the risks listed in Sub-Clause 17.3 above results in loss or damage to the Works, Goods or Contractor's Documents, the Contractor shall promptly give notice to the Architect and shall rectify this loss or damage to the extent required by the Engineer.
- 174.2 If the Contractor suffers delay and/ or incurs Cost from rectifying this loss or damage, the Contractor shall give a further notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
- (a) An extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
  - (b) Payment of any such Cost, which shall be included in the Contract Price. In the case of subparagraphs (e) and (g) of Sub-Clause 17.3 [Procuring Entity's Risks], Accrued Costs shall be payable.
- 174.3 After receiving this further notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

## **17.5** Intellectual and Industrial Property Rights

- 175.1 In this Sub-Clause, "infringement" shall refer to an infringement (or alleged infringement) of any patent, registered design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works; and "claim" shall refer to a claim (or proceedings pursuing a claim) alleging an infringement.
- 175.2 Whenever a Party does not give notice to the other Party of any claim within 30 days of receiving the claim, the first Party shall be deemed to have waived any right to indemnity under this Sub-Clause.
- 175.3 The Procuring Entity shall indemnify and hold the Contractor harmless against and from any claim alleging an infringement which is or was:
- a) An unavoidable result of the Contractor's compliance with the Contract, or
  - b) A result of any Works being used by the Procuring Entity:
    - i) for a purpose other than that indicated by, or reasonably to be inferred from, the Contract, or
    - ii) in conjunction with anything not supplied by the Contractor, unless such use was disclosed to the Contractor prior to the Base Date or is stated in the Contract.
- 175.4 The Contractor shall indemnify and hold the Procuring Entity harmless against and from any other claim which arises out of or in relation to (i) the manufacture, use, sale or import of any Goods, or (ii) any design for which the Contractor is responsible.
- 175.5 If a Party is entitled to be indemnified under this Sub-Clause, the indemnifying Party may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it. The other Party shall, at the request and cost of the indemnifying Party, assist in contesting the claim. This other Party (and its Personnel) shall not make any admission which might be prejudicial to the indemnifying Party, unless the indemnifying Party failed to take over the conduct of any negotiations, litigation or arbitration upon being requested to do so by such other Party.
- 175.6 For operation and maintenance of any plant or equipment installed, the contractor shall grant a non-exclusive and non-transferable license to the Procuring Entity under the patent, utility models, or other intellectual rights owned by the contractor or a third party from whom the contractor has received the rights to grant sub-licenses and shall also grant to the Procuring Entity a non-exclusive and non-transferable rights (without the rights to sub-license) to use the knowhow and other technical information disclosed to the contractor or under the contract. Nothing contained here-in shall be construed as transferring ownership

of any patent, utility model, trademark, design, copy right, know-how or other intellectual rights from the contractor or any other third party to the Procuring Entity.

## **17.6** Limitation of Liability

17.6.1 Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contractor for any in director consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than as specifically provided in Sub-Clause 8.7 [Delay Damages]; Sub-Clause 11.2 [Cost of Remedying Defects]; Sub-Clause 15.4 [Payment after Termination]; Sub-Clause 16.4 [Payment on Termination]; Sub-Clause 17.1 [Indemnities]; Sub-Clause 17.4(b) [Consequences of Procuring Entity's Risks] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights].

17.6.2 The total liability of the Contractor to the Procuring Entity, under or in connection with the Contract other than under Sub-Clause 4.19 [Electricity, Water and Gas], Sub-Clause 4.20 [Procuring Entity's Equipment and Free- Issue Materials], Sub-Clause 17.1 [Indemnities] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights], shall not exceed the sum resulting from the application of a multiplier (less or greater than one) to the Accepted Contract Amount, as stated in **the Special Conditions of Contract**, or (if such multiplier or other sum is not so stated) the Accepted Contract Amount.

17.6.3 This Sub-Clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.

## **17.7** Use of Procuring Entity's Accommodation/Facilities

17.7.1 The Contractor shall take full responsibility for the care of the Procuring Entity provided accommodation and facilities, if any, as detailed in the Specification, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works).

17.7.2 If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for which the Procuring Entity is liable, the Contractor shall, at his own cost, rectify the loss or damage to the satisfaction of the Engineer.

## **18** INSURANCE

### **18.1** General Requirements for Insurances

18.1.1 In this Clause, "insuring Party" means, for each type of insurance, the Party responsible for effecting and maintaining the insurance specified in the relevant Sub-Clause.

18.1.2 Wherever the Contractor is the insuring Party, each insurance shall be effected with insurers and in terms approved by the Procuring Entity. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.

18.1.3 Wherever the Procuring Entity is the insuring Party, each insurance shall be effected with insurers and in terms acceptable to the Contractor. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.

18.1.4 If a policy is required to indemnify joint insured, the cover shall apply separately to each insured as though a separate policy had been issued for each of the joint insured. If a policy indemnifies additional joint insured, namely in addition to the insured specified in this Clause, (i) the Contractor shall act under the policy on behalf of these additional joint

insured except that the Procuring Entity shall act for Procuring Entity's Personnel, (ii) additional joint insured shall not be entitled to receive payments directly from the insurer or to have any other direct dealings with the insurer, and (iii) the insuring Party shall require all additional joint insured to comply with the conditions stipulated in the policy.

- 18.15 Each policy insuring against loss or damage shall provide for payments to be made in the currencies required to rectify the loss or damage. Payments received from insurers shall be used for the rectification of the loss or damage.
- 18.16 The relevant insuring Party shall, within the respective periods stated in **the Special Conditions of Contract** (calculated from the Commencement Date), submit to the other Party:
- a) Evidence that the insurances described in this Clause have been affected, and
  - b) copies of the policies for the insurances described in Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment] and Sub-Clause 18.3 [Insurance against Injury to Persons and Damage to Property].
- 18.17 When each premium is paid, the insuring Party shall submit evidence of payment to the other Party. Whenever evidence or policies are submitted, the insuring Party shall also give notice to the Engineer.
- 18.18 Each Party shall comply with the conditions stipulated in each of the insurance policies. The insuring Party shall keep the insurers informed of any relevant changes to the execution of the Works and ensure that insurance is maintained in accordance with this Clause.
- 18.19 Neither Party shall make any material alteration to the terms of any insurance without the prior approval of the other Party. If an insurer makes (or at tempts to make) any alteration, the Party first notified by the insurer shall promptly give notice to the other Party.
- 18.1.10 If the insuring Party fails to effect and keep in force any of the insurances it is required to effect and maintain under the Contractor fails to provide satisfactory evidence and copies of policies in accordance with this Sub- Clause, the other Party may (at its option and without prejudice to any other right or remedy) effect insurance for the relevant coverage and pay the premiums due. The insuring Party shall pay the amount of these premiums to the other Party, and the Contract Price shall be adjusted accordingly.
- 18.1.11 Nothing in this Clause limits the obligations, liabilities or responsibilities of the Contractor or the Procuring Entity, under the other terms of the Contractor otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Contractor and/or the Procuring Entity.
- 18.1.12 Procuring Entity in accordance with these obligations, liabilities or responsibilities. However, if the insuring Party fails to effect and keep in force an insurance which is available and which it is required to effect and maintain under the Contract, and the other Party neither approves the omission nor effects insurance for the coverage relevant to this default, any moneys which should have been recoverable under this insurance shall be paid by the insuring Party.
- 18.1.13 Payments by one Party to the other Party shall be subject to Sub-Clause 2.5 [Procuring Entity's Claims] or Sub- Clause 20.1 [Contractor's Claims], as applicable.
- 18.1.14 The Contractor shall be entitled to place all insurance relating to the Contract (including, but not limited to the insurance referred to Clause 18) with insurers from any eligible source country.

## 18.2 Insurance for Works and Contractor's Equipment

- 18.2.1 The insuring Party shall insure the Works, Plant, Material and Contractor's Documents for not less than the full reinstatement cost including the costs of demolition, removal of debris and professional fees and profit. This insurance shall be effective from the date by which the evidence is to be submitted under sub-paragraph (a) of Sub-Clause 18.1 [General Requirements for Insurances], until the date of issue of the Taking-Over Certificate for the Works.
- 18.2.2 The insuring Party shall maintain this insurance to provide cover until the date of issue of the Performance Certificate, for loss or damage for which the Contractor is liable arising from a cause occurring prior to the issue of the Taking-Over Certificate, and for loss or damage caused by the Contractor in the course of any other operations (including those under Clause 11 [Defects Liability]).
- 18.2.3 The insuring Party shall insure the Contractor's Equipment for not less than the full replacement value, including delivery to Site. For each item of Contractor's Equipment, the insurance shall be effective while it is being transported to the Site and until it is no longer required as Contractor's Equipment.
- 18.2.4 Unless otherwise stated in the Special Conditions, insurances under this Sub-Clause:
- a) shall be effected and maintained by the Contractor as insuring Party,
  - b) shall be in the joint names of the Parties, who shall be jointly entitled to receive payments from the insurers, payments being held or allocated to the Party actually bearing the costs of rectifying the loss or damage,
  - c) shall cover all loss and damage from any cause not listed in Sub-Clause 17.3 [Procuring Entity's Risks],
  - d) shall also cover, to the extent specifically required in the tendering documents of the Contract, loss or damage to a part of the Works which is attributable to the use or occupation by the Procuring Entity of another part of the Works, and loss or damage from the risks listed in sub-paragraphs (c), (g) and (h) of Sub-Clause 17.3 [Procuring Entity's Risks], excluding (in each case) risks which are not insurable at commercially reasonable terms, with deductibles per occurrence of not more than the amount stated **in the Special Conditions** of Contract (if an amount is not so stated, this sub-paragraph (d) shall not apply), and
  - e) may however exclude loss of, damage to, and reinstatement of:
    - i) a part of the Works which is in a defective condition due to a defect in its design, materials or workmanship (but cover shall include any other parts which are lost or damaged as a direct result of this defective condition and not as described in sub-paragraph (ii) below),
    - ii) a part of the Works which is lost or damaged in order to reinstate any other part of the Works if this other part is in a defective condition due to a defect in its design, materials or workmanship,
    - iii) a part of the Works which has been taken over by the Procuring Entity, except to the extent that the Contractor is liable for the loss or damage, and
    - iv) Goods while they are not in Kenya, subject to Sub-Clause 14.5 [Plant and Materials intended for the Works].
- 18.2.5 If, more than one year after the Base Date, the cover described in sub-paragraph (d) above ceases to be available at commercially reasonable terms, the Contractor shall (as insuring Party) give notice to the Procuring Entity, with supporting particulars. The Procuring Entity shall then (i) be entitled subject to Sub-Clause 2.5 [Procuring Entity's Claims] to payment of an amount equivalent to such commercially reasonable terms as the Contractor should have expected to have paid for such cover, and (ii) be deemed, unless he obtains the cover at commercially reasonable terms, to have approved the omission under Sub-Clause 18.1 [General Requirements for Insurances].

### **18.3 Insurance against Injury to Persons and Damage to Property**

- 183.1 The insuring Party shall insure against each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment]) or to any person (except persons insured under Sub-Clause 18.4 [Insurance for Contractor's Personnel]), which may arise out of the Contractor's performance of the Contract and occurring before the issue of the Performance Certificate.
- 183.2 This insurance shall be for a limit per occurrence of not less than the amount stated in **the Special Conditions of Contract**, with no limit on the number of occurrences. If an amount is not stated in the **Special Conditions of Contract**, this Sub-Clause shall not apply.
- 183.3 Unless otherwise stated in the Special Conditions, the insurances specified in this Sub-Clause:
- a) Shall be effected and maintained by the Contractor as insuring Party,
  - b) shall be in the joint names of the Parties,
  - c) shall be extended to cover liability for all loss and damage to the Procuring Entity's property (except things insured under Sub-Clause 18.2) arising out of the Contractor's performance of the Contract, and
  - d) may however exclude liability to the extent that it arises from:
    - i) the Procuring Entity's right to have the Permanent Works executed on, over, under, in or
    - ii) through any land, and to occupy this land for the Permanent Works,
    - iii) damage which is an unavoidable result of the Contractor's obligations to execute the
    - iv) Works and remedy any defects, and
    - v) a cause listed in Sub-Clause 17.3 [Procuring Entity's Risks], except to the extent that cover is available at commercially reasonable terms.

### **18.4 Insurance for Contractor's Personnel**

- 184.1 The Contractor shall effect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel.
- 184.2 The insurance shall cover the Procuring Entity and the Architect against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Procuring Entity or of the Procuring Entity's Personnel.
- 184.3 The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in the execution of the Works. For a Subcontractor's employees, the insurance may be effected by the Subcontractor, but the Contractor shall be responsible for compliance with this Clause.

## **19. FORCE MAJEURE**

### **19.1 Definition of Force Majeure**

- 19.1.1 In this Clause, "Force Majeure" means an exceptional event or circumstance:
- a) Which is beyond a Party's control,
  - b) Which such Party could not reasonably have provided against before entering into the Contract,
  - c) which, having arisen, such Party could not reasonably have avoided or overcome, and
  - d) which is not substantially attributable to the other Party.

- 19.12 Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:
- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
  - b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war,
  - c) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel,
  - d) munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and
  - e) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

## **19.2 Notice of Force Majeure**

- 19.21 If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.
- 19.22 The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.
- 19.23 Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

## **19.3 Duty to Minimize Delay**

Each Party shall at all times use all reasonable endeavors to minimize any delay in the performance of the Contract as a result of Force Majeure. A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.

## **19.4 Consequences of Force Majeure**

- 19.4.1 If the Contractor is prevented from performing his substantial obligations under the Contract by Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], and suffers delay and/ or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
  - b) if the event or circumstance is of the kind described in sub-paragraphs (i) to (iv) of Sub-Clause 19.1 [Definition of Force Majeure] and, in sub-paragraphs (ii) to (iv), occurs in Kenya, payment of any such Cost, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment].
- 19.4.2 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

## **19.5 Force Majeure Affecting Subcontractor**

If any Subcontractor is entitled under any contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader force majeure events or circumstances shall not excuse the Contractor's non-performance or entitle him to relief under this Clause.

## **19.6 Optional Termination, Payment and Release**

19.6.1 If the execution of substantially all the Works in progress is prevented for a continuous period of 84 days by reason of Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], or for multiple periods which total more than 140 days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 days after the notice is given, and the Contractor shall proceed in accordance with Sub-Clause 16.3 [Cessation of Work and Removal of Contractor's Equipment].

19.6.2 Upon such termination, the Architect shall determine the value of the work done and issue a Payment Certificate which shall include:

- a) the amount payable for any work carried out for which a price is stated in the Contract;
- b) the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Procuring Entity when paid for by the Procuring Entity, and the Contractor shall place the same at the Procuring Entity's disposal;
- c) other Cost or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works;
- d) the Cost of removal of Temporary Works and Contractor's Equipment from the Site and the return of these items to the Contractor's works in his country (or to any other destination at no greater cost); and
- e) the Cost of repatriation of the Contractor's staff and lab or employed wholly in connection with the Works at the date of termination.

## 19.7 Release from Performance

Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises which makes it impossible or unlawful for either or both Parties to fulfil its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance:

- a) The Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract, and
- b) The sum payable by the Procuring Entity to the Contractor shall be the same as would have been payable under Sub-Clause 19.6 [Optional Termination, Payment and Release] if the Contract had been terminated under Sub-Clause 19.6.

## 20. SETTLEMENT OF CLAIMS AND DISPUTES

### 20.1 Contractor's Claims

- 20.1.1 If the Contractor considers itself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give Notice to the Engineer, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 30 days after the Contractor became aware, or should have become aware, of the event or circumstance.
- 20.1.2 If the Contractor fails to give notice of a claim within such period of 30 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Procuring Entity shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply.
- 20.1.3 The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.
- 20.1.4 The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Engineer. Without admitting the Procuring Entity's liability, the Architect may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/ or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Architect to inspect all these records and shall (if instructed) submit copies to the Engineer.
- 20.1.5 Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Engineer, the Contractor shall send to the Architect fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/ or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:
- a) This fully detailed claim shall be considered as interim;
  - b) The Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/ or amount claimed, and such further particulars as the Architect may reasonably require; and
  - c) The Contractor shall send a final claim within 30 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Engineer.
- 20.1.6 Within 42 days after receiving a Notice of a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Architect and approved by the Contractor, the Architect shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars but shall nevertheless give his response on the principles of the claim within the above defined time period.
- 20.1.7 Within the above defined period of 42 days, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.
- 20.1.8 Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the

- 20.1.9 Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.
- 20.1.10 If the Architect does not respond within the time frame defined in this Clause, either Party may consider that the claim is rejected by the Architect and any of the Parties may refer the dispute for amicable settlement in accordance with Clause 20.3.
- 20.1.11 The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/ or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause 20.3.

## **20.2 Procuring Entity's Claims**

- 20.2.1 If the Procuring Entity considers itself to be entitled to any payment under any Clause of these Conditions or otherwise in connection with the Contract, and/or to any extension of the Defects Notification Period, the Procuring Entity or the Architect shall give notice and particulars to the Contractor. However, notice is not required for payments due under Sub-Clause 4.19 [Electricity, Water and Gas], under Sub-Clause 4.20 [Procuring Entity's Equipment and Free-Issue Materials], or for other services requested by the Contractor.
- 20.2.2 The notice shall be given as soon as practicable and no longer than 30 days after the Procuring Entity became aware, or should have become aware, of the event or circumstances giving rise to the claim. A notice relating to any extension of the Defects Notification Period shall be given before the expiry of such period.
- 20.2.3 The particulars shall specify the Clause or other basis of the claim and shall include substantiation of the amount and/or extension to which the Procuring Entity considers itself to be entitled in connection with the Contract. The Architect shall then proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) the amount (if any) which the Procuring Entity is entitled to be paid by the Contractor, and/ or (ii) the extension (if any) of the Defects Notification Period in accordance with Sub-Clause 11.3 [Extension of Defects Notification Period].
- 20.2.4 This amount may be included as a deduction in the Contract Price and Payment Certificates. The Procuring Entity shall only be entitled to set off against or make any deduction from an amount certified in a Payment Certificate, or to otherwise claim against the Contractor, in accordance with this Sub-Clause.

## **20.3 Amicable Settlement**

Where a notice of a claim has been given, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a notice of a claim in accordance with Sub-Clause 20.1 above should move to commence arbitration after 60 days from the day on which a notice of a claim was given, even if no attempt at an amicable settlement has been made.

## **20.4 Matters that may be referred to arbitration**

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

- a) Whether or not the issue of an instruction by the Architect is empowered by these Conditions.

- b) Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
- c) Any dispute arising in respect risks arising from matters referred to in Clause 17.3 and Clause 19.
- e) All other matters shall only be referred to arbitration after the completion or alleged completion of the Works or termination or alleged termination of the Contract, unless the Procuring Entity and the Contractor agree otherwise in writing.

## **20.5 Arbitration**

- 20.5.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 20.3 shall be finally settled by arbitration.
- 20.5.2 No arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.
- 20.5.3 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.
- 20.5.4 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.
- 20.5.5 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision require mentor notice had been given.
- 20.5.6 The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Architect from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.
- 20.5.7 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction.
- 20.5.7 Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, and the Architect shall not be altered by reason of any arbitration being conducted during the progress of the Works.
- 20.5.8 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

## **20.6 Arbitration with National Contractors**

- 20.6.1 If the Contract is with national contractors, arbitration proceedings will be conducted in accordance with the Arbitration Laws of Kenya. In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the

notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;

- i) Architectural Association of Kenya
- ii) Institute of Quantity Surveyors of Kenya
- iii) Association of Consulting Engineers of Kenya
- iv) Chartered Institute of Arbitrators (Kenya Branch)
- v) Institution of Engineers of Kenya

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

## 20.7 Arbitration with Foreign Contractors

20.7.1 Arbitration with foreign contractors shall be conducted in accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL); or with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules.

20.7.2 The place of arbitration shall be a location specified in the **SCC**; and the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language].

## 20.8 Alternative Arbitration Proceedings

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

## 20.9 Failure to Comply with Arbitrator's Decision

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

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

## 20.10 Contract operations to continue

Notwithstanding any reference to arbitration herein,

1.1.1 the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

1.1.2 the Procuring Entity shall pay the Contractor any monies due the Contractor.

*Section IX - Special Conditions of Contract*

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

Conditions	Sub-Clause	Data
Procuring Entity's name and address	Heading	The High Commissioner, Kenya High Commission, Plot 1-2-3 Street 27, Ramna 5 Diplomatic Enclave, P.O Box 2097, ISLAMABAD, ISLAMIC REPUBLIC OF PAKISTAN
Name and Reference No. of the Contract	Heading and 1.1	Proposed Renovation Works to Chancery and Residence at Kenya High Commission, Islamabad, Islamic Republic of Pakistan-Phase II
Local Currency	1.1	Pakistani Rupees
Engineer's Name and Address	Heading and 3.1.1	"Works Secretary State Department for Public Works, Ministry of Lands, Public Works, Housing and Urban Development P.O. Box 30743-00100 NAIROBI
Contractor's Representative's Name	4.3.1	..... (Insert Contractor's Representative agreed by the P.E prior to contract signature).
Key personnel names	16.9.1	..... .... (Insert Contractor's main key personnel agreed by contract signature)
Time for completion	1.1	Fifty-two (52) Weeks after commencement
Defects notification period	1.1	Immediately
Sections	1.1	If sections are to be used, refer to table: Summary of sections below
Compliance with laws	1.13	Compliance with the laws means compliance with the laws of the Islamic Republic of Pakistan governing construction works
Electronic submission systems	1.3	SHALL NOT be Applicable
Inspections and Audit	1.15	Public Procurement Regulatory Authority means Public Procurement Regulatory Authority of the Republic of Kenya
Time for the parties entering into a contract agreement	1.6	Within 30 days

Permits. Approvals or Licenses	2.2	(a) Delete ' <i>copies of the Laws of Kenya which are relevant to the Contract</i> ' and insert ' <i>copies of the Laws of the Islamic Republic of Pakistan which are relevant to the Contract</i> ' (b) Delete ' <i>any Permits, Approvals or Licenses required by the Laws of Kenya</i> ' and insert ' <i>any Permits, Approvals or Licenses required by the Islamic Republic of Pakistan.</i> '
Commencement date	8.1.1	To be agreed with the Project Manger

Conditions	Sub-Clause	Data
Time for access to the site	2.1	The Site Possession Date Shall be as Agreed with the Project Manager
Architect duties and authority	3.1.6( b) (ii)	Variation resulting in an increase of the accepted contract amount shall require approval of the procuring entity
Performance security	4.2.1	The performance security will be in the form of a performance bond in the amount(s) of 5% (percent) of the accepted contract amount and in the same currency (ies) of the accepted contract amount
Foreign Personnel	6.12	Shall not apply
Alcoholic Liquor or Drugs	6.15	Delete ' <i>the Laws of Kenya</i> ' and insert ' <i>the laws of the Islamic Republic of Pakistan</i> '
Prohibition of Harmful Child Labour	6.17	Delete ' <i>Labor Laws of Kenya</i> ' and Insert ' <i>Labour Laws of the of the Islamic Republic of Pakistan</i> '
Normal working hours	6.5	Normal working hours shall be 9.00 am to 1.00 pm and 2.00 pm to 4.00 pm on weekdays including lunch break from 1.00 pm to 2.00 p.m., and 8.00 a.m. to 1.00 pm on Saturdays, with Sunday being set aside as a day of rest.
Delay caused by Authorities	8.5	Delete ' <i>Public Authorities in Kenya</i> ' and insert ' <i>Public Authorities in the Islamic Republic of Pakistan</i> '
Delay damages for the work	8.7 & 14.15(b)	0.002% of the Contract Sum per week
Maximum amount of delay damages	8.7	5% of the final contract price
Defects Liability	11.0	Defects Liability Period shall be twelve (12) months from practical completion date
Payment in Applicable Currency	13.5	All payments shall be done in Pakistani Rupees only
Adjustments for Changes in Legislation	13.8	Delete ' <i>cost resulting from a change in the Laws of Kenya</i> ' and insert ' <i>cost resulting from a change in the Laws of the Islamic Republic of Pakistan</i> '
Adjustment for Changes in Cost	13.9	Shall Not Apply
Total advance payment	14.2.1	Advance Payment shall NOT be granted
Repayment amortization rate of advance payment	14.2.5 (b)	Shall not apply

Percentage of Retention	14.3.2 (c)	10 %
Limit of Retention Money	14.3.2 (c)	10% of the Accepted Contract Amount
Plant and Materials	14.5(b)(i)	If Sub-Clause 14.5 applies: Plant and Materials for payment Free on Board
	14.5(C)(i)	Plant and Materials for payment when delivered to the Site
Minimum Amount of Interim Payment Certificates	14.6	N/A
Publishing source of commercial interest rates for financial charges in case of delayed payment	14.8.2	Delete ' <i>Central Bank of Kenya</i> ' and insert ' <i>Central Bank of the Islamic Republic of Pakistan</i> '

Conditions	Sub-Clause	Data
Periods for submission of insurance: a. evidence of insurance. Relevant policies	18.1.6	14 days 14 days
Maximum number of deductibles for insurance of the Procuring Entity's risks	18.2.4 (d)	As per the policy
Minimum amount of third- party insurance	18.3.2	As per the policy
The place of arbitration	20.7.2	Nairobi, Kenya.

*SECTION X - CONTRACT FORMS*

FORM No. 1 - NOTIFICATION OF INTENTION TO AWARD

FORM NO. 2 – REQUEST FOR REVIEW

FORM No. 3-LETTEROF AWARD

FORM No. 4 - CONTRACT AGREEMENT

FORM No. 5 - PERFORMANCE SECURITY [Option 1 - Unconditional Demand Bank Guarantee]

FORM No. 6- PERFORMANCE SECURITY [Option 2– Performance  
Bond] FORM No. 7 - ADVANCE PAYMENT SECURITY

FORM No. 8 - RETENTION MONEY SECURITY

FORM No 1: NOTIFICATION OF INTENTION TOAWARD OF CONTRACT

This Notification of Award shall be sent to each Tenderer that submitted a Tender and was not successful. Send this Notification to the Tenderer's Authorized Representative named in the Tender Information Form on the format below.

FORMAT

1. For the attention of Tenderer's Authorized Representative

- i) Name: *[insert Authorized Representative's name]*
- ii) Address: *[insert Authorized Representative's Address]*
- iii) Telephone: *[insert Authorized Representative's telephone/fax numbers]*
- iv) Email Address: *[insert Authorized Representative's email address]*

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

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

This Notification is sent by *(Name and designation)* \_\_\_\_\_

3. Notification of Award

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

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

4. Request a debriefing in relation to the evaluation of your tender by submitting a Procurement-related Complaint in relation to the decision to award the contracts.

- a) The successful tenderers
  - i) Name of successful Tender \_\_\_\_\_
  - ii) Address of the successful Tender \_\_\_\_\_  
\_\_\_\_\_
  - iii) Contract price of the successful Tender PKRs \_\_\_\_\_  
(in words Pakistani Rupees \_\_\_\_\_)
- b) The reasons for your tender being unsuccessful are as follows:
- c) Other Tenderers

Names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out.

SNo	Name of Tender	Tender Price as read out	Tender's evaluated price (Note a)	One Reason Why Not Evaluated
1				
2				
3				
4				
5				

(Note a) State NE if not evaluated

#### 5. How to request a debriefing

- a) **DEADLINE:** The dead line to request a debriefing expires at midnight on *[insert date]* (local time).
- b) You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (5) Business Days of receipt of this Notification of Intention to Award.
- c) Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:
  - i) Attention: *[insert full name of person, if applicable]*
  - ii) Title/position: *[insert title/position]*
  - iii) Agency: *[insert name of Procuring Entity]*
  - iv) Email address: *[insert email address]*
- d) If your request for a debriefing is received within the 3 Days deadline, we will provide the debriefing within five (3) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (3) Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.
- e) The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.
- f) If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Days from the date of publication of the Contract Award Notice.

#### 6. How to make a complaint

- a) **Period:** Procurement-related Complaint challenging the decision to award shall be submitted by midnight, *[insert date]* (local time).
- b) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:
  - i) Attention: *[insert full name of person, if applicable]*
  - ii) Title/position: *[insert title/ position]*
  - iii) Agency: *[insert name of Procuring Entity]*
  - iv) Email address: *[insert email address]*

- c) At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.
- d) Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website [www.ppra.go.ke](http://www.ppra.go.ke).

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

- e) There are four essential requirements:
  - i) You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process and is the recipient of a Notification of Intention to Award.
  - ii) The complaint can only challenge the decision to award the contract.
  - iii) You must submit the complaint within the period stated above.
  - iv) You must include, in your complaint, all of the information required to support your complaint.

**7. Standstill Period**

- i) **DEADLINE:** The Standstill Period is due to end at midnight on [*insert date*] (local time).
- ii) The Standstill Period lasts ten (14) Days after the date of transmission of this Notification of Intention to Award.
- iii) The Standstill Period may be extended as stated in paragraph Section 5(d) above.

If you have any questions regarding this Notification please do not hesitate to contact us. On behalf of the Procuring Entity:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title/position: \_\_\_\_\_

Telephone: \_\_\_\_\_

FORM FOR REVIEW (r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (Procuring Entity)

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

REQUEST FOR REVIEW

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

- 1.
2.

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

- 1.
2.

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

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

SIGNED

Board Secretary



*FORM NO 4: CONTRACT AGREEMENT*

THIS AGREEMENT made the day of..... 20.....,  
between.....  
.....of..... (hereinafter “the  
Procuring  
Entity”), of the one part, and\_\_\_\_\_of  
\_\_\_\_\_(hereinafter “the Contractor”), of  
the other part:

WHEREAS the Procuring Entity desires that the Works known as\_\_\_\_\_should  
be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and  
completion of these Works and the remedying of any defects there in,

The Procuring Entity and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - a) The Notification of Award
  - b) the Form of Tender
  - c) the addenda Nos\_\_\_\_\_(if any)
  - d) the Special Conditions of Contract
  - e) the General Conditions of Contract;
  - f) the Specifications
  - g) the Drawings; and
  - h) the completed Schedules and any other documents forming part of the contract.
3. In consideration of the payments to be made by the Procuring Entity to the Contractor as specified in this Agreement, the Contractor here by covenants with the Procuring Entity to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity here by covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects there in, 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.

INWITNESS where of the parties here to have caused this Agreement to be executed in accordance with the Laws of Kenya on the day, month and year specified above.

Signed and sealed by \_\_\_\_\_(for the Procuring Entity)

Signed and sealed by \_\_\_\_\_(for the Contractor).

FORM NO. 5 - PERFORMANCE SECURITY

[Option 1 - Unconditional Demand Bank Guarantee]

[Guarantor letterhead]

**Beneficiary:** [insert name and Address of Procuring Entity]

**Date:** \_\_\_\_\_ [Insert date of issue]

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

1. We have been informed that \_\_\_\_\_ (hereinafter called "the Contractor") has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with (name of Procuring Entity) \_\_\_\_\_ (the Procuring Entity as the Beneficiary), for the execution of \_\_\_\_\_ (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3. At the request of the Contractor, we as Guarantor, here by irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (in words),<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
4. This guarantee shall expire, no later than the.....Day of.....,2.....<sup>2</sup>, and any demand for payment under it must be received by us at the office indicated above on or before that date.
5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”  
.....

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

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

<sup>1</sup> The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency of the Contract or a freely convertible currency acceptable to the Beneficiary.

<sup>2</sup> Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

FORM No. 6- PERFORMANCE SECURITY

[Option 2– Performance Bond]

*[Note: Procuring Entities are advised to use Performance Security – Unconditional Demand Bank Guarantee instead of Performance Bond due to difficulties involved in calling Bond holder to action]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[insert name and Address of*

Procuring Entity] **Date:** \_\_\_\_\_

\_\_\_\_\_ *[Insert date of issue]* **PERFORMANCE**

**BOND No.:**\_\_

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

1. By this Bond \_\_\_\_\_ as Senior Principal (hereinafter called “the Contractor”) and \_\_\_\_\_] as Surety (hereinafter called “the Surety”), are held and firmly bound unto \_\_\_\_\_] as Obligee (hereinafter called “the Procuring Entity”) in the amount of \_\_\_\_\_ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with the Procuring Entity dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, for \_\_\_\_\_ in accordance with the documents, plans, specifications, and amendments there to, which to the extent here in provided for, are by reference made part here of and are here in after referred to as the Contract.
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity's obligations there under, the Surety may promptly remedy the default, or shall promptly:
  - a) Complete the Contract in accordance with its terms and conditions; or
  - b) Obtain a tender or tenders from qualified tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or
  - c) Pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions upto a total not exceeding the amount of this Bond.
4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named here in or the

- heirs, executors, administrators, successors, and assigns of the Procuring Entity.
6. In testimony whereof, the Contractor has here unto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly at tested by the signature of his legal representative, this day \_\_\_\_ of \_\_\_\_ 20 \_\_\_\_.

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

FORM NO. 7 - ADVANCE PAYMENT SECURITY

[Demand Bank Guarantee]  
[Guarantor letterhead]

**Beneficiary:** \_\_\_\_\_ [Insert name and Address of Procuring Entity]  
**Date:** \_\_\_\_\_ [Insert date of issue]

**ADVANCE PAYMENT GUARANTEE No.:** [Insert guarantee reference number]

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

1. We have been informed that \_\_\_\_\_ (hereinafter called "the Contractor") has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_ (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum \_\_\_\_\_ (in words \_\_\_\_\_) is to be made against an advance payment guarantee.
3. At the request of the Contractor, we as Guarantor, here by irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (in words \_\_\_\_\_)<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:
  - a) Has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
  - b) Has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Contractor on its account number \_\_\_\_\_ at \_\_\_\_\_.
5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, <sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

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

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

<sup>1</sup>The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency of the advance payment as specified in the Contract.

<sup>2</sup>Insert the expected expiration date of the Time for Completion. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee

**FORM NO. 8 – RETENTION MONEY SECURITY**

[Demand Bank Guarantee]

[Guarantor letterhead]

**Beneficiary:** \_\_\_\_\_ [Insert name and Address of Procuring Entity]

**Date:** \_\_\_\_\_ [Insert date of issue]

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

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

1. We have been informed that \_\_\_\_\_ [insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Contractor") has entered into Contract No. \_\_\_\_\_ [insert reference number of the contract] dated \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_ [insert name of contract and brief description of Works] (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, and payment of [insert the second half of the Retention Money] is to be made against a Retention Money guarantee.
3. At the request of the Contractor, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert amount in figures] \_\_\_\_\_ ([insert amount in words \_\_\_\_\_])<sup>1</sup> upon receipt by us of the Beneficiary's complying demands supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or showgrounds for your demand or the sum specified there in.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Contractor on its account number \_\_\_\_\_ at \_\_\_\_\_ [insert name and address of Applicant's bank].
5. This guarantee shall expire no later than the.....Day of.....<sup>2</sup>, and any demand for payment under it must be received by us at the office indicated above on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

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

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

<sup>1</sup>The Guarantor shall insert an amount representing the amount of the second half of the Retention Money.

<sup>2</sup>Insert a date that is twenty-eight days after the expiry of retention period after the actual completion date of the contract. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request

*an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee*

**FORM NO. 9 BENEFICIAL OWNERSHIP DISCLOSURE FORM**

Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

**INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM**

*This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful tenderer pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.*

*For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement.*

Tender Reference No.: \_\_\_\_\_ [insert identification no] Name of the Tender Title/Description: \_\_\_\_\_ [insert name of the assignment] to: \_\_\_\_\_ [insert complete name of Procuring Entity]

In response to the requirement in your notification of award dated \_\_ [insert date of notification of award] to furnish additional information on beneficial ownership: [select one option as applicable and delete the options that are not applicable]

1) We here by provide the following beneficial ownership information.

Details of Beneficial ownership

Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
1.	Full Name	Directly---	Directly.....	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No----	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes -----No----
	National identity card number or Passport number	----- % of shares	..... % of voting rights		
	Personal Identification Number (where	Indirectly- ----- % of shares	Indirectly----- -----% of voting rights		

Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
applicable)				2. Is this right held directly or indirectly?	2. Is this influence or control exercised directly or indirectly?
Nationality				Direct.....	Direct.....
Date of birth [dd/mm/yyyy]				.....	
Postal address				Indirect.....	Indirect.....
Residential address				.....	
Telephone number					
Email address					
Occupation or profession					
2.	Full Name		Directly--- ----- % of shares	Directly..... .....% of voting rights	1.Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes ----No----
	National identity card number or Passport number		Indirectly- ----- % of shares	Indirectly----- ----% of voting rights	2. Is this right held directly or indirectly?
	Personal Identification Number (where applicable)				Direct.....
	Nationality(ies)				.....
	Date of birth [dd/mm/yyyy]				Indirect.....
	Postal address				.....
	Residential				

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
	address					Indirect.....
	Telephone number					
	Email address					
	Occupation or profession					
3.  e. t. c						

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020. (Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

- (a) holds at least ten percent of the issued shares in the company either directly or indirectly;
- (b) exercises at least ten percent of the voting rights in the company either directly or indirectly;
- (c) holds a right, directly or indirectly, to appoint or remove a director of the company;  
or
- (d) exercises significant influence or control, directly or indirectly, over the company.

IV) What is stated to herein above is true to the best of my knowledge, information and belief.

*Name of the Tenderer: .....\*[insert complete name of the Tenderer]\_*

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

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

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

*Date this ..... [insert date of signing] day of..... [Insert month], [insert year]*

Bidder Official Stamp

## **PART IV- BILLS OF QUANTITIES**

## PREAMBLES AND PRICING NOTES

### **A. GENERALLY**

All work to be carried out in accordance with the Ministry of Roads, Public Works and Housing General Specifications for Building Works issued in 1976 or as qualified or amended.

### **B. MANUFACTURERS' NAMES**

Where manufacturers' names and catalogue references are given for guidance to quality and standard only, alternative manufacturer of equal quality will be accepted at the discretion of the Project Manager.

### **C. WALLING**

All precast concrete blocks shall be manufactured by the methods and to the sizes specified in the Ministry of Roads, Public Works and Housing "Specification for Metric Sized Concrete Blocks for Building (1972)"

Walling of 100 mm thickness or under shall be reinforced with hoop iron every alternate course.

Prices for walling must allow for all costs in preparing, packing and sending sample blocks for testing as and when required by the Project Manager.

### **D. CARPENTRY**

The grading rules for cypress shall be the same as for podocarpus and all timber used for structural work shall be select (second grade).

All structural timber must conform to the minimum requirements for moisture content and preservative treatment and timber prices must allow for preparing, packing and sending samples for testing when required.

Prices must also include for all nails and fasteners

### **E. JOINERY**

Cypress for joinery shall be second grade in accordance with the latest grading rules of the Kenya Government.

Where Mahogany is specified, this refers to prime grade only. The Contractor may with the approval of the Project Manager, use either Msharagi or Mvuli in lieu of Mahogany but such approval will be given only in the case of shortages of the hardwoods specified.

Plugging shall be carried out by drilling walling or concrete with masonry drill and filling with propriety plugs of the correct sizes. Cutting with hammer and chisel will not be allowed.

Prices for joinery must include for pencil rounded arises, protection against damage, nails, screws, framing and bedding in cement mortar as required.

Sizes given for joinery items are nominal sizes and exact dimensions of doors, etc, must be ascertained on site.

### **A. IRONMONGERY**

Ironmongery shall be as specified in the Bills of Quantities or equal and approved.

Prices must include for removing and re-fixing during and after painting, labeling all keys, and for fixing to hardwood, softwood, concrete or blockwork.

Catalogue references given for ironmongery are for purposes of indicating quality and size of item(s). Should the Contractor wish to substitute the specified item(s) with others of equal quality, he must inform the Project Manager and obtain approval in writing.

## **B. STRUCTURAL STEELWORK**

All structural steelwork shall comply with the Ministry of Public Works "Structural Steelwork Specification (1973) and shall be executed by an approved Sub-contractor.

## **C. A. PLASTERWORK AND OTHER FINISHES**

All finishing's shall be as described in the general specifications and in these Bills of Quantities.

Prices for pavings are to include for brushing concrete clean, wetting and coating with cement and sand grout 1:1.

Rates for glazed wall tiling are to include for a 12 mm cement and sand (1:4) backing screed unless otherwise specified in these Bills of Quantities.

## **D. B. GLAZING**

Where polished plate glass is specified, this refers to general glazing quality.

Prices for glazing shall include for priming of rebates before placing putty.

The Contractor will be responsible for replacing any broken or scratched glass and handing over in perfect condition.

## **E. PAINTING**

All paint shall be 1<sup>st</sup> quality "Crown" or other equal and approved

Painting shall be applied in accordance with the manufacturers' instructions.

Prices for painting are to include for scaffolding, preparatory work, priming coats, protection of other works and for cleaning up on completion. Prices for painting on galvanized metal are to include for mordant solution as necessary.

## **ABBREVIATIONS**

RFT wherever used in this document shall mean Running Feet

SFT wherever used in this document shall mean Square Feet

NO wherever used in this document shall mean Number

PKRs wherever used in this document shall mean Pakistan Rupees

**BUILDER'S WORKS COMPRISING:-**

1. PRELIMINARIES
2. RENOVATION WORKS TO CHANCERY
3. RENOVATION WORKS TO RESIDENCE
4. RENOVATION WORKS TO SERVANT QUARTER
5. RENOVATION WORKS TO BOUNDARY WALL

ITEM	DESCRIPTION	AMOUNT (PKRs)
	<p><b><u>BILL NO.1-PRELIMARIES</u></b></p> <p><u>The tender sum shall include all items of preliminaries listed hereunder. If no rate is inserted against any preliminary item, the price of the said preliminary item shall be deemed included in the rates of other items. No claim shall be entertained on account of failure by the tenderer to include the cost of the preliminary items in his/her tender.</u></p> <p>A Permits and Approvals required by the Law of the Islamic Republic of Pakistan.</p> <p>B All necessary scaffolding.</p> <p>C Plant, tools, and vehicles.</p> <p>D Transport of workmen, materials, e.t.c.</p> <p>E Storage of materials.</p> <p>F Arrangement and maintenance of sanitation for the works.</p> <p>G Water and electricity for the works.</p> <p>H Carting away of rubbish to a local authority dumping site.</p>	
	<b>Total for Preliminaries carried to Grand Summary.</b>	

ITEM	DESCRIPTION	QTY	UNIT	RATE (PKRs)	AMOUNT (PKRs)
	<p><b><u>BILL NO.2-RENOVATION WORKS TO CHANCERY</u></b></p> <p><b><u>(ALL PROVISIONAL)</u></b></p> <p><u>Note: The Contractor shall at own cost restore all existing landscape works damaged in the course of carrying out the works.</u></p> <p><b><u>EXISTING BASEMENT REPAIR WORKS</u></b></p> <p><u>Cleaning of Basement</u></p> <p>A Gather all waste materials and dirt in the basement floor, load on a dump truck, and cart away to a dumping site approved by the Local Authority; thoroughly clean existing floor tiling with approved detergent; open and clean up existing sump; all to the satisfaction of the Engineer.</p> <p><u>Repair Works to Basement</u></p> <p>B Carefully hack off existing loose plaster works; repair hacked off areas in cement and sand (1:3) plaster mixed with approved water-proofing chemical admixture; apply one under coat and three finishing coats of enamel paint as 'Burger' on general wall surfaces; repair existing doors and windows including; apply one undercoat and three finishing coats of first quality gloss oil paint on all metal surfaces; repair and test functionality of existing sump including pump; all as directed by the Engineer.</p>		<p>JOB</p> <p>JOB</p>		
	<b>Total for Basement Repair Works carried to collection</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE (PKRs)	AMOUNT (PKRs)
	<b><u>EXISTING FLOOR REPAIR WORKS</u></b>				
A	Caerefully remove existing loose floor tiles including screed base in selected areas as directed by the Engineer.	1,000	SFT		
B	Supply materials and cast 1" thick cement and sand (1:3) screed base; prepare surfaces to receive ceramic.	1,000	SFT		
C	Supply and fix approved ceramic floor tiles comprising: tiles size 2 ft x 2 ft x 3/4 " thick fixed with approved adhesive; 4" high skiting; approved silicon expansion joint after every six tiles both ways. Colour and shed of tiles to match existing unless otherwise approved by the Engineer.	1,000	SFT		
D	Remove existing loose timber skirting; fix new solid ash wood skiting to match existing.	300	RFT		
E	Remove existing floor carpeting; scrub surfaces to remove fixing glue; supply approved heavy duty wall to wall red carpet 1/2" thick, fixed in accordance with the manufacture's printed manual or specifications. (Boardroom and High Commissioner's Office).	4,000	SFT		
<b>Total for Floor Repair Works carried to collection</b>					

ITEM	DESCRIPTION	QTY	UNIT	RATE (PKRs)	AMOUNT (PKRs)
	<b><u>COPING TO EXISTING PARAPET WALL, REPAIR WORKS TO INTERNAL WALLS AND CEILING</u></b>				
	<u>Coping to Parapet walls as Described</u>				
A	Supply and fix marble coping size 8" x 11/2" thick weathered and throated on both sides; repair disturbed surfaces; all to the approval of the Project Engineer.	637	FT		
B	Ditto but 10" x 11/2" thick ditto.	416	FT		
	<u>Stainless Steel Metal to Approved Pattern</u>				
	<u>Internal Walls Repair Works</u>				
C	Repair damaged sections of existing timber wall cladding and staircase railings; stain and apply three coats clear varnish to match existing.		JOB		
D	Carefully cut 12 " wide x 1 " deep channel along cracks on walls; place steel mesh reinforcement and pressure-inject cement and sand (1:3) mortar with approved waterproofing chemical admixtures added in accordance with manufactures written instructions; steel float to match existing; repair damaged ceiling; scrub down surfaces of the whole internal walls and ceiling to remove old paint works; apply one undercoat and three finishing coats of enamel paint as 'Burger' on repaired surfaces of repaired and non-repaired plaster works; apply one undercoat and two finishing coats of first quality clear varnish on all wood surfaces.	23,086	SFT		
	<u>Gypsum and Acoustic Ceiling</u>				
E	Clean all ceiling surfaces; make good all damaged gypsum ceiling; apply three coats of emulsion paint as 'Berger'. Colour and texture to match existing, replace damaged acoustic ceiling panels to match existing.	10,000	SFT		
	<u>Repair of timber guard rail to atrium</u>				
F	Provide materials and labour for repair improvement of existing glaze guard rail and per Engineers drawings and details'.		JOB		
	<b>Total for Coping, Internal Walls and Ceiling Repair Works carried to collection</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE (PKRs)	AMOUNT (PKRs)
	<u>DOORS REPAIR WORKS</u>				
A	Provide labour and materials for repair works comprising: replacement of missing ironmongery; scrubbing surfaces of all existing doors in preparation for painting; installation of 2No. missing doors complete with ironmongery to match existing; application of stains and three coats of clear varnish on all doors; replacement of damaged locks and hinges; all to the satisfaction of the Engineer.		JOB		
B	Carefully cut through solid block walls to create one door opening size 3 ft x 10 ft between entrance lobby and immigration office; cart away debris as they arise to a dumping site approved by Local Authority; make good disturbed surfaces; provide and fix first class ASH wood 1-1/2" thick pannelled shutters complete with approved ironmongery and painting to match existing.		JOB		
	<u>Fire Escape Door</u>				
C	Provide materials and install fire escape door comprising standard section aluminium, 1/4 " wired glass, locks, and hinges; Contractor to provide shop drawings for approval.	2	NO		
	<u>Additional Locks to Existing Glass doors</u>				
D	Provide and fix approved first quality stainless steel glass door lock complete with three sets of keys. Position of the lock to be decided by the Engineer.	5	NO		
	<u>ACCESS DOOR TO BASEMENT AND HALL</u>				
E	Suuply and fix approved openable-from-inside-only steel door size 3' x 10' complete with and including panic push button and all necessary hardware; Contractor to provided shop drawings for approval.	1	NO		
	<b>Total for Door Repair Works carried forward to collection</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE (PKRs)	AMOUNT (PKRs)
	<u>DRIVE WAY REPAIR WORKS</u>				
	<u>The following in demolition and reconstruction of existing drive way to Engineer's satisfaction; Contractor to preserve for re-use paving still in good condition upon concurrence and approval of the Project Engineer.</u>				
A	Demolish to formation existing drive way and cart away arising to a dumping site approved by the Government.	8,750	SFT		
B	Provide lay and compact 1 3/10 ft thick approved hand packed stone as instructed by the Engineer.	8750	SFT		
C	Provide, lay and compact 4" thick approved gravel to make up levels.	8750	SFT		
D	Treat surface of formation with approved persistent herbicide and anti-termite.	8,750	SFT		
E	Provide and lay precast concrete (1:2:4) fair face road kerbs size 12" long x 6" wide x 18" deep laid on mass concrete (1:3:6) and jointed in cement and sand (1:3) mortar.	525	RFT		
F	Provide and lay 3 1/8" thick precast concrete paving blocks as "Tuff" with 3000-7000 PSI laid in approved pattern including sand base.	8,750	SFT		
<b>Total for Driveway Repair Works carried to collection</b>					

ITEM	DESCRIPTION	QTY	UNIT	RATE (PKRs)	AMOUNT (PKRs)
A	<u>OTHER WORKS</u>  <u>Power Generator Shed</u>  Provide for approval shop drawings for the existing two (2No.) power generators; provide necessary materials and labour for erection of shed; Contractor to provide shop drawings		JOB		
	<b>Total for Other Works carried to collection</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE (PKRs)	AMOUNT (PKRs)
	<b><u>Collection</u></b>				
1	Basement Repair Works				
2	Floor Repair works				
3	Coping, Internal Walls and Ceiling Repair Works				
4	Doors Repair Works				
5	Driveway Repair Works				
6	Other Works				
<b>Total for Chancery Repair Works carried to Grand Summary</b>					

ITEM	DESCRIPTION	QTY	UNIT	RATE (PKRs)	AMOUNT (PKRs)
A	<p><b><u>BILL NO.3-RENOVATION WORKS TO RESIDENCE</u></b></p> <p><b><u>(ALL PROVISIONAL)</u></b></p> <p><b><u>EXISTING BASEMENT REPAIR WORKS</u></b></p> <p><u>Cleaning of Basement</u></p> <p>Gather all waste materials and dirt in the basement floor, load on a dump truck, and cart away to a dumping site approved by the Local Authority; thoroughly clean existing floor tiling with approved detergent; open and clean up existing sump; all to the satisfaction of the Engineer.</p> <p><u>Repair Works to Basement</u></p> <p>Carefully hack off existing loose plaster works; repair hacked off areas in cement and sand (1:3) plaster mixed with approved water-proofing chemical admixture; apply one under coat and three finishing coats of enamel paint as 'Burger' on general wall surfaces; repair existing doors and windows including; apply one undercoat and three finishing coats of first quality gloss oil paint on all metal surfaces; repair and test functionality of existing sump including pump; all as directed by the Engineer.</p>		JOB		
	<b>Total for Basement Repair Works carried to collection</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE (PKRs)	AMOUNT (PKRs)
<b><u>EXISTING FLOORS REPAIR WORKS</u></b>					
A	Remove and cart away existing loose timber skirting; fix new solid ash wood skirting to match existing.	300	RFT		
B	Caerefully remove existing loose floor tiles including screed base in selected areas as directed by the Engineer.	1,000	SFT		
C	Supply materials and cast 1" thick cement and sand (1:3) screed base; prepare surfaces to receive ceramic.	1,000	SFT		
D	Supply and fix approved ceramic floor tiles comprising: tiles size 2 ft x 2 ft x 3/4 " thick fixed with approved adhesive; 4" high skirting; approved silicon expansion joint after every six tiles both ways. Colour and shed of tiles to match existing unless otherwise approved by the Engineer.	1,000	SFT		
<b>Total for Floor Repair Works carried to collection</b>					

ITEM	DESCRIPTION	QTY	UNIT	RATE (PKRs)	AMOUNT (PKRs)
	<b><u>COPING TO EXISTING PARAPET WALL, REPAIR WORKS TO INTERNAL WALLS AND CEILING</u></b>				
	<u>Machine-cut stone pillars above existing dwarf walls on flat roof; spacing at 6 feet centre to centre or as instructed otherwise by Engineer; bedding and jointing in cement and sand (1:3) mortar; finishing to match existing walls; height raised to match taller side of existing walls; reinforcement in approved heavy gauge hoop iron;</u>				
A	Construct 20" wide x 8" Thick thick masonry pillar above existing dwarf parapet wall as described; all to the satisfaction of the Engineer.	3,000	SFT		
	<u>Coping to Parapet Walls as Described</u>				
B	Supply and fix marble coping size 8" x 11/2" thick weathered and throated on both sides; repair disturbed surfaces; all to the approval of the Project Engineer.	1,073	FEET		
	<u>Fat Roof Railing as Described</u>				
C	Provide materials and labour; carefully fix in position 4No. 12 ft long x 3 ft high railing comprising 1/8 " thick x 1-1/2 " diameter hollow section stainless steel bottom, middle and top rails and bulusters; all as per Engineer's drawings and details.	1,000	FEET		
	<u>Internal Wall Repair Works</u>				
D	Repair damaged sections of existing timber wall cladding and staircase railings; stain and apply three coats clear varnish to match existing.		JOB		
E	Carefully cut 12 " wide x 1 " deep channel along cracks on walls; place steel mesh reinforcement and pressure-inject cement and sand (1:3) mortar with approved waterproofing chemical admixtures added in accordance with manufactures written instructions; steel float to match existing; repair damaged ceiling; scrub down surfaces of the whole internal walls and ceiling to remove old paint works; apply one under coat paint on repaired surfaces; apply three coats and one coat of enamel paint as 'Burger' on repaired and non-repaired surfaces respectively; apply one coat of first quality clear varnish on all wood surfaces.	19,830	SFT		
	<u>Ceiling Repair Works</u>				
	<u>Existing Gypsum and Acoustic Ceiling</u>				
F	Clean all ceiling surfaces; make good all damaged gypsum ceiling; apply three coats of emulsion paint as 'Berger'. Colour and texture to match existing, replace damaged acoustic ceiling panels to match existing.	10,000	SFT		
	<u>Existing Decorative Wall Paper</u>				
G	Carefully remove all existing decorative wall paper, prepare surfaces to receive paint, apply three coats of emulsion paint as 'Berger'. Colour and texture to match existing.		JOB		
	<b>Total for Coping, Internal Walls and Ceiling Repair Works carried to collection</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE (PKRs)	AMOUNT (PKRs)
A	<p><b><u>EXISTING DOORS REPAIR WORKS</u></b></p> <p>Provide labour and materials for repair works comprising: replacement of missing ironmongery; scrubbing surfaces of all existing doors in preparation for painting; installation of 2No. missing doors complete with ironmongery to match existing; application of stains and three coats of clear varnish on all doors; replacement of damaged locks and hinges; supply and intallation of approved grilled access door to basement; all to the satisfaction of the Engineer.</p>		JOB		
<b>Total for Doors Repair Works carried forward to collection</b>					

ITEM	DESCRIPTION	QTY	UNIT	RATE (PKRs)	AMOUNT (PKRs)
A	<p><b><u>EXISTING WINDOW CURTAIN RODS REPAIR WORKS</u></b></p> <p><b><u>Falling Off Curtain Rod Anchorages</u></b></p> <p>Provide labour and materials for repair works comprising: removal and proper and firm reinstallation of existing curtain rods; replacement of missing/damaged rods with new ones to match existing; repair of wall surfaces disturbed in the course of executing the works; all to the satisfaction of the Project Engineer.</p>		JOB		
<b>Total for Existing Window Curtain Rods carried forward to collection</b>					

ITEM	DESCRIPTION	QTY	UNIT	RATE (PKRs)	AMOUNT (PKRs)
A	<p><b><u>FILLING OF EXISTING GROUND DEPRESSION</u></b></p> <p>Import approved soil and fill existing ground depression on the northern side of the residential block; level to match existing ground level; apply appropriate fertilizer in accordance with the manufacturer's printed instructions; plant grass to match existing; allow for watering and tending to the grass until fully established.</p>		JOB		
<b>Total for filling existing ground depression carried to collection</b>					

ITEM	DESCRIPTION	QTY	UNIT	RATE (PKRs)	AMOUNT (PKRs)
	<u>Collection</u>				
1	Basement Repair Works				
2	Floor Repair Works				
3	Coping, Internal Walls and Ceiling Repair Works				
4	Existing Door Repair Works				
5	Existing Window Curtain Rods Repair Works				
6	Filling Existing Ground Depression				
<b>Total for Residence Repair Works carried to Grand Summary</b>					

ITEM	DESCRIPTION	QTY	UNIT	RATE (PKRs)	AMOUNT (PKRs)
A	<p><b><u>BILL NO.4-RENOVATION WORKS TO SERVANT QUARTER</u></b></p> <p><u>Note: The Contractor shall at own cost restore all existing landscape works damaged in the course of carrying out the works</u></p> <p><b><u>BASEMENT REPAIR WORKS</u></b></p> <p><u>Clearance of Existing Debris</u></p> <p>Gather, load, cart away all waste materials and dirt in the basement; thoroughly clean floor tiles with approved detergent ; all to the satisfaction of the Engineer.</p> <p><u>Repair Works to Basement</u></p>		JOB		
	<p>B</p> <p>Allow for making works comprising: hacking of loose plaster works; repair of hack off areas in cement and sand (1:3) mortar mixed with approved water-proofing chemical admixture; application of one under coat and three finishing coats of enamel paint as 'Burger' on repaired and non-repaired surfaces; repair of doors and windows including application of one undercoat and three finishing coats of first quality gloss oil paint; repair of electrical and mechanical installation works as directed by the Engineer.</p>		JOB		
	<p><b>Total for cleaning works carried to collection</b></p>				

ITEM	DESCRIPTION	QTY	UNIT	RATE (PKRs)	AMOUNT (PKRs)
	<u>WALLS AND CEILING REPAIR WORKS</u>				
	<u>Provide all necessary labour, materials and scaffolding for repair of staircases, wall cracks and flower pots to the satisfaction of the Engineer:-</u>				
	<u>External Wall</u>				
A	Replace broken/missing granite wall claddings to match existing.	20	SFT		
B	Carefully hack off 12 " wide x 1 " deep along all cracks on walls irrespective of size; place steel mesh reinforcement and pressure-inject cement and sand (1:3) mortar mixed with waterproofing additive; steel float to match existing.	60	RFT		
C	Scrub down walls to remove old paint works; cart away arising to a dumping site approved by the Local Authority; apply wall master of approved quality on all external surfaces including parapet walls.	594	SFT		
	<u>Internal Wall</u>				
D	Scrub down walls to remove dirt and loose paint and cart away arising to a dumping site approved by the Local Authority, all to the satisfaction of the Engineer.	930	SFT		
E	Carefully hack off 4" wide x 1" deep along cracks in existing plaster works, insert reinforcement as per Engineer's drawings and pressure-inject machine-mixed cement and sand (1:3) mortar in approved quality sand. All plaster to be finished smooth with steel float to match existing, all to the satisfaction of the Architect.	60	RFT		
F	Provide materials and labour; apply three coats emulsion paint as "Berger" or other equal and approved on walls and ceiling. Colour and texture to match existing.	1,500	SFT		
	<b>Total for walls repair works carried to collection</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE (PKRs)	AMOUNT (PKRs)
	<u>FLAT ROOF REPAIR WORKS</u>				
A	Carefully remove existing water-proofing felt and cement screed base to expose concrete surface.		JOB		
B	Form 6" diameter outlets for down pipes as directed by the Engineer	4	NO		
C	Flat roof finish comprising: 3" thick cement and sand (1:3) screed mixed with waterproofing additive laid to falls; 2" thick polished water-resistant terazzo complete with dividing strips; 3/10" x 6" first quality ceramic tiles skirting fixed with cement adhesive.	720	SFT		
	<u>Rainwater Disposal</u>				
	<u>The following in heavy gauge PVC pipes</u>				
D	6" Downpipes	105	RFT		
E	Extra over downpipe for 6" diameter and 2ft long swanneck	4	NO		
F	Extra over downpipe for 6" diameter anti splash shoe	4	NO		
	<u>Coping to Parapet Walls as Described</u>				
G	Supply and fix marble coping size 8" x 11/2" thick weathered and throated on both sides; repair disturbed surfaces; all to the approval of the Project Engineer.	60	RFT		
<b>Total for flat roof and ceiling repair works carried to collection</b>					

ITEM	DESCRIPTION	QTY	UNIT	RATE (PKRs)	AMOUNT (PKRs)
A	<p><u>DOORS REPAIR WORKS</u></p> <p><u>The Contractor shall supply and fix all broken panes, hinges and locks (quality to match existing) and thereafter apply three coats of first quality gloss oil paint as 'Berger' or other equal and approved on general metal/wood surfaces</u></p> <p>Allow for repair of all existing doors to the satisfaction of the Engineer.</p>		JOB		
	<b>Total for doors carried to collection</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE (PKRs)	AMOUNT (PKRs)
A	<u>ALLUMINIUM WINDOWS</u>  Vacuum-clean sliding channels; repair and screw loose frames to masonry/concrete; fix missing/broken sliding locks, handles,stay, rubber gaskets,latches and panes to match existing		JOB		
B	<u>Window Sill</u>  Provide materials and fix 8 " x 2 " weathered and throated marble coping laid on cement and sand (1:3) machine-mixed mortar of approved sand. Price quoted to include all necessary scaffolding and ladder.	20	RF		
	<b>Total for Windows carried forward to Summary</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE (PKRs)	AMOUNT (PKRs)
	<u>COLLECTION PAGE</u>				
1	Cleaning Works				
2	Wall Repair Works				
3	Roof Repair Works				
4	Doors Repair Works				
5	Windows Repair Works				
<b>Total for Servant Quarter Repair Works carried to Grand Summary</b>					

ITEM	DESCRIPTION	QTY	UNIT	RATE (PKRs)	AMOUNT (PKRs)
	<p><b><u>BILL NO.5-REPAIR WORKS TO BOUNDARY WALL</u></b></p> <p><u>Note: The Contractor shall at own cost restore all existing landscape works damaged in the course of carrying out the works</u></p> <p><u>Weep Holes</u></p> <p>A Drill hole for 4 " diameter pipe and provide and install 8 " long pipes for draining excess rainwater out of the grass lawns; cart away arising to a dumping site approved by the Government.</p> <p>360 NO</p> <p><u>Wall Surfaces</u></p> <p>B Carefully hack off 12 " wide x 1 " deep chanel along all cracks on walls erespective of size; place steel mesh reinforcement; pressure-inject cement and sand (1:3) mortar with approved waterproofing chemical admixtures added in accordance with the manufacturer's written instructions; smoothen surfaces with steel float to match existing; scrub down the whole of wall surfaces to remove loose paint; apply one undercoat on repaired areas and two finishing coats of emulsion paint as 'Berger or equal and approved on all surfaces.</p> <p>16,200 SFT</p> <p><u>2No. Gates House</u></p> <p>C Provide materials and labour for repair works comprising: waterproofing of flat roof as before described; make good plaster work internally and externally as before described; apply paint on plastered surfaces internally and externally as before described; make good all doors and windows; all to the satisfaction of the Engineer .</p> <p>JOB</p> <p><u>1No. Gate</u></p> <p>D Clean surfaces of existing gates to receive paint; make good damaged/broken parts; apply one under coat and three finishing coats of exterior quality gloss oil paint to metal surfaces</p> <p>JOB</p>				
	<b>Total for boundary wall carried to Grand Summary</b>				

## **ELECTRICAL AND CCTV INSTALLATION WORKS**

## GENERAL SPECIFICATIONS OF MATERIALS AND WORKS

- 2.1 General
- 2.2 Standard of Materials
- 2.3 Workmanship
- 2.4 Procurement of Materials
- 2.5 Shop Drawings
- 2.6 Record Drawings
- 2.7 Regulations and Standards
- 2.8 Setting out Works
- 2.9 Testing on Site
- 2.10 Extent of Contract Works
- 2.11 Conformity with the Specification
- 2.12 Information Required with Tenders
- 2.13 Site Conditions
- 2.14 Topicalization of Components
- 2.15 Surface Finish
- 2.16 Record of Drawings
- 2.17 Maintenance Manual
- 2.18 Factory Tests
- 2.19 Installation
- 2.20 Spare Parts
- 2.21 Tools
- 2.22 Maintenance Period
- 2.23 Maintenance Contract
- 2.24 Transport and Storage

## **2.1 GENERAL**

Bills of quantities shall be the basis of all additions and omissions during the progress of the works.

## **2.2 STANDARD OF MATERIALS**

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

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

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

## **2.3 WORKMANSHIP**

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

Any work that does not in the opinion of the Engineer conform to the best standard practice will be removed and reinstated at the Contractor's expense.

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

## **2.4 PROCUREMENT OF MATERIALS**

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

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

## **2.5 SHOP DRAWINGS**

Before manufacture or Fabrication is commenced the Contractor shall submit Two copies of detailed drawings of all control pillars, meter cubicles, medium voltage switchboards including their components showing all pertinent information including sizes, capacities, construction details, etc, as may be required to determine the suitability of the equipment for the approval of the Engineer. Approval of the detailed drawings shall not relieve the Contractor of the full responsibility of errors or the necessity of checking the drawings himself or of furnishing the materials and equipment and performing the work required by the plans and specifications.

## **2.6 RECORD DRAWINGS**

These diagrams and drawings shall show the completed installation including sizes, runs and arrangements of the installation. The drawings shall be to scale not less than 1:50 and shall include plan views and section.

The drawings shall include all the details which may be useful in the operation, maintenance or subsequent modifications or extensions to the installation.

Three sets of diagrams and drawings shall be provided, all to the approval of the Engineer.

One coloured set of line diagrams relating to operating and maintenance instructions shall be framed and, mounted in a suitable location.

## **2.7 REGULATIONS AND STANDARDS**

All work executed by the Contractor shall comply with the current edition of the “Regulations” for the Electrical Equipment of Buildings, issued by the Institution of Electrical Engineers, UK (IEE), and with the Regulations of the Local Electricity Authority.

Where the two sets of regulations appear to conflict, they shall be clarified with the Engineers. All materials used shall comply with relevant IEE Wiring Regulations.

The equipment shall comply with all relevant statutory instruments and regulations current at the date of tender and in particular the following:

- i) Institution of Electrical Engineers, UK (IEE) Wiring Regulations.
- ii) Regulation under the Electric Power Act.
- iii) Factories Act.
- iv) Any special regulations issued by the local Electricity or Water Undertakings/Authorities.
- v) Pakistan Standards and Quality Control Authority (PSQCA)

The equipment and all components shall comply with all relevant BS standards and codes of practice or other equal and approved standards specifications and codes. Where the equipment or part of it complies with other internationally recognized standards which are less stringent than British Standards or Codes of practice, then the difference is to be stated in writing and must accompany the tender submission.

## **2.8 SETTING OUT WORK**

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

## **2.9 TESTING ON SITE**

The Contractor shall conduct during and at the completion of the installation and, if required, again at the expiration of the maintenance period, tests in accordance with the relevant section of

the current edition of the Regulations for the electrical equipment of buildings issued by the IEE of Great Britain, the Government Electrical Specification and the Electric Supply Company's By-Laws.

- (a) Tests shall be carried out to prove that all single pole switches are installed in the 'live' conductor.
- (b) Tests shall be carried out to prove that all socket outlets and switched socket outlets are connected to the 'live' conductor in the terminal marked as such, and that each earth pin is effectively bonded to the earth continuity system. Tests shall be carried out to verify the continuity of all conductors of each 'ring' circuit.
- (c) Phase tests shall be carried out on completion of the installation to ensure that correct phase sequence is maintained throughout the installation. Triplicate copies of the results of the above tests shall be provided within 14 days of the witnessed tests and the Contractor will be required to issue to the service engineer the requisite certificate upon completion as required by the regulations referred to above.
- (d) Any faults, defects or omissions or faulty workmanship, incorrectly positioned or installed parts of the installation made apparently by such inspections or tests shall be rectified by the Contractor at his own expense.
- (e) The Contractor shall provide accurate instruments and apparatus and all labour required to carry out the above tests. The instruments and apparatus shall be made available to the services engineer to enable him to carry out such tests as he may require.
- (f) The Contractor shall generally attend on other contractors employed on the project and carry out such electrical tests as may be necessary.
- (g) The Contractor shall test to the services engineer's approval and as specified elsewhere in this specification or in standards and regulations already referred to, all equipment, plant and apparatus forming part of the works and before connecting to any power or other supply and setting to work.
- (h) Where such equipment, etc., forms part of or is connected to a system whether primarily or of an electrical nature or otherwise (e.g. air conditioning system) the Contractor shall attend on and assist in balancing, regulating testing and commissioning, or if primarily an electrical or other system forming part of works, shall balance, regulate, test and commission the system to the service engineer's approval.

## **2.10 EXTENT OF CONTRACT WORKS**

The work covered by this specification includes the supply, delivery, installation, setting to work, commissioning to the satisfaction of the engineer and maintenance for a period of six months, of electrical engineering works complete with all necessary ancillary equipment and as indicated.

## **2.11 CONFORMITY WITH SPECIFICATIONS**

The equipment to be supplied shall conform in all respects to the specifications. Unless another standard is specifically mentioned in the specification, all materials and practices employed in the works must, where such standards exist be in accordance with the current BS standards or code of

practices or in accordance with such other authorized standard appropriate to the country of manufacture as in the opinion of the Engineer ensures equivalent or higher quality.

Alternative which deviates in any respect from the specifications may only be submitted in addition to the main offer required by the Specification. Such alternative must be fully detailed and the price indicated may be considered for adoption after the comparison of quotation submitted in accordance with the Specifications.

## **2.12 INFORMATION REQUIRED FROM TENDERS**

Each tender shall be accompanied by 2 sets of technical manuals showing general arrangement and typical details of the equipment offered.

All tender documents and any communications thereof shall be in English language.

## **2.13 SITE CONDITIONS**

The contractor is deemed to have visited the site and if unable to locate it to apply to the Engineer for directions to enable him to do so. The contractor is deemed to have acquainted himself therewith as to its nature, position, means of access, etc and no claim in the connection will be allowed. No claim will be allowed for traveling or other expenses which may be incurred by the contractor in visiting the site or preparing a tender for the contract works.

## **2.14 TOPICALIZATION OF COMPONENTS**

All components shall fully be tropicalized and protected against mould growth.

## **2.15 SURFACE FINISH**

All ferrous metal work shall be either painted or processed to give a rust proof coating. Ferrous metal work to be painted shall first to be either shot blasted or thoroughly wire brushed to remove all scale and oxide and immediately given one brushed coat or two sprayed coats of primer.

After not less than four hours, one brushed or two sprayed undercoats followed by one brushed or two sprayed finishing coats of heat and oil resisting quality paint shall be applied.

Successive coats of paint shall be slightly differing shades. Interior surfaces of electrical equipment enclosures shall be finished white and all external surfaces shall be finished grey (BS 2660, colour 9-097)

Engine crank cases shall not be painted internally unless the paint is resistant to the lubricating oil.

## **2.16 POSITIONS OF ELECTRICAL PLANT AND APPARATUS**

Exact positions of all electrical Equipment and routes of cables shall be as agreed on site with the Engineer.

## **2.17 MCB DISTRIBUTION PANELS AND CONSUMER UNITS**

All cases of MCB Panels and consumer units shall be constructed in heavy gauge sheet with hinged covers.

Removable undrilled gland plates shall be provided on the top and bottom of the cases. Miniature circuit breakers shall be enclosed in moulded plastic with the tripping mechanism and arc chambers separated and sealed from the cable terminals.

The operating dolly shall be trip free with a positive movement in both make and break position. Clear indication of the position of the handle shall be incorporated.

The tripping mechanism shall be on inverse characteristic to prevent tripping in temporary overloads and shall not be affected by normal variation in ambient temperature.

A locking plate shall be provided for each size of breaker; A complete list of circuit details on typed cartridge paper glued to stiff cardboards and covered with a sheet of Perspex, and held in position with four suitable fixings, shall be fitted to the inner face of the lids of each distribution panel. The appropriate MCB ratings shall be stated on the circuit chart against each circuit in use: Ivorine labels shall be secured to the insulation barriers in such a manner as to indicate the number of the circuits shown on the circuit chart.

Insulated barriers shall be fitted between phases, and neutrals in all boards, and to shroud live parts.

Neutral cables shall be connected to the neutral bar in the same sequence as the phase cables are connected to the MCB's. This shall also apply to earth bars when installed.

## **2.18 FUSED SWITCHGEAR AND ISOLATORS**

All fused switchgear and isolators whether mounted on machinery, walls or industrial panels shall conform to the requirements of Pakistan Standards and Quality Control Authority (PSQCA)

All contacts are to be fully shrouded and are to have a breaking capacity on manual operations as required by Pakistan Standards and Quality Control Authority (PSQCA)

Fuse links for fused switches are to be of high rupturing capacity cartridge type, conforming to Pakistan Standards and Quality Control Authority (PSQCA)

Isolators shall be load breaking/fault making isolators.

Fused switches and isolators are to have separate metal enclosures. Mechanical interlocks are to be provided between the door and main switch operating mechanism so arranged that the door may not be opened with the switch in the 'ON' position. Similarly; it shall not be possible to close the switch with the door open except that provision to defeat the mechanical interlock and close the switch with the door in the open position for test purposes. The 'ON' and 'OFF' positions of all switches and isolators shall be clearly indicated by a mechanical flag indicator or similar device. In Triple Pole and Neutral (T.P & N) fused switch units, bolted neutral links are to be fitted.

## 2.19 CONDUITS AND CONDUIT RUNS

Conduit systems are to be installed so as to allow the loop-in system of wiring:

All conduits shall be black rigid super high impact heavy gauge class 'A' PVC in accordance with IEE Regulations. No conduit less than 20mm in diameter shall be used anywhere in this installation.

Conduit shall be installed buried in plaster work and floor screed except when run on wooden or metal surface when they will be installed surface supported with saddles every 600mm. Conduit run in chases shall be firmly held in position by means of substantial pipe hooks driven into wooden plugs.

The Contractor's attention is drawn to the necessity of keeping all conduits entirely separate from other piping services such as water and no circuit connections will be permitted between conduits and such pipes.

All conduit systems shall be arranged wherever possible to be self-draining to switch boxes and conduit outlet points for fittings:

The systems, when installed and before wiring shall be kept plugged with well-fitting plugs and when short conduit pieces are used as plugs, they shall be doubled over and tied firmly together with steel wire; before wiring all conduit systems shall be carried out until the particular section of the conduit installation is complete in every respect.

The sets and bends in conduit runs are to be formed on site using appropriate size bending springs and all radii of bends must not be less than 2.5 times the outside diameter of the conduit. No solid or inspection bends, tees or elbows will be used.

Conduit connections shall either be by a demountable (screwed up) assembly or adhesive fixed and water tight by solution. The tube and fittings must be clean and free of all grease before applying the adhesive. When connections are made between the conduit and switch boxes, circular or non-screwed boxes, care shall be taken that no rough edges of conduit stick out into the boxes.

Runs between draw in boxes are not to have more than two right angle bends or their equivalent. The Contractor may be required to demonstrate to the Engineers that wiring in any particular run is easily withdrawable and the Contractor may, at no extra cost to the contract; be required to install additional draw-in boxes required. If conduit is installed in straight runs in excess of 6000mm, expansion couplings as manufactured by Egatube shall be used at intervals of 6000mm.

Where conduit runs are to be concealed in pillars and beams, the approval of the Structural Engineer, shall be obtained. The Contractor shall be responsible for marking the accurate position of all holes chases etc., on site, or if the Engineer so directs, shall provide the Main Contractor with dimensional drawings to enable him to mark out and form all holes and chases. Should the Contractor fail to inform the main contractor of any inaccuracies in this respect they shall be rectified at the Contractors expense.

It will be the Contractor's responsibility to ascertain from site, the details of reinforced concrete or structural steelwork and the positions of walls, structural concrete and finishes. No reinforced concrete or steelwork may be drilled without first obtaining the written permission of the Structural Engineer.

It shall be the Contractors responsibility to mark out and centre on site the accurate positions where necessary in consultation with the Architect and the Engineer. The Contractor alone shall be responsible for the accuracy of the final position.

## 2.20 CONDUIT BOXES AND ACCESSORIES

All conduit outlets and junction boxes are to be either malleable iron and of standard circular pattern of the appropriate type to suit saddles being used or super high impact PVC manufactured to Pakistan Standards and Quality Control Authority (PSQCA)

Small circular pattern boxes are to be used with conduits up to and including 25mm outside diameter. Rectangular pattern adaptable boxes are to be used for conduits of 32mm outside diameter and larger. For drawing in of cables in exposed runs of conduit, standard pattern through boxes are to be used:

Boxes are to be not less than 50mm deep and of such dimensions as will enable the largest appropriate number of cables for the conduit sizes to be drawn in without excessive bending.

Outlet boxes for lighting fittings are to be of the loop-in type where conduit installation is concealed and the Contractor shall allow one such box per fitting, except where fluorescent fittings are specified when two such boxes per fitting shall be fitted flush with ceiling and if necessary fitted with break joint rings. Pattresses shall be fitted where required to outlets on surface conduit runs.

Adaptable boxes are to of PVC or mild steel (of not less than 12swg) and black enamelled or galvanised finish according to location. They shall be of square or oblong shape location. They shall be of square or oblong shape complete with lids secured by four 2 BA brass roundhead screws; No adaptable box shall be less than 75mm x 75mm x 50mm or larger than 300mm x 300mm x 75mm and shall be adequate in depth in relation to the size of conduit entering it. Conduits shall only enter boxes by means of conduit bushes.

## 2.21 LABELS

Labels fitted to switches and fuse boards; -

- (i) Shall be Ivorine engraved black on white.
- (ii) Shall be secured by Round Head (RH) brass screws of same manufacturing throughout.
- (iii) Shall be indicated on switches: -
  - a) Reference number of switches
  - b) Special current rating
  - c) Item of equipment controlled
- (iv) Shall indicate on Miniature Circuit Breaker (MCB) panels
  - a) Reference number
  - b) Type of board, i.e. lighting, sockets, etc.
  - c) Size of cable supplying panel
  - d) where to isolate feeder cable
- (v) Shall be generally not less than 75mm x 50mm.

## 2.22 EARTHING

The earthing of the installation shall comply with the following requirements; -

- (i) It shall be carried out in accordance with the appropriate sections of the current edition of the Regulations, for the Electrical Equipment of Buildings issued by Institute of Electrical Engineers (IEE) of Great Britain.
- (ii) At all main distribution panels and main service positions a 25mm x 3mm minimum cross-sectional area Copper tape shall be provided and all equipment including the lead sheath and armouring of cables, distribution boards and metal frames shall be bonded thereto.
- (iii) The earth tape in Sub-clause (ii) shall be connected by means of a copper tape or cable of suitable cross-sectional area to an earth electrode which shall be a copper earth rod (see later sub-clause).
- (iv) All tapes to be soft high conductivity copper, untinned except where otherwise specified and where run underground on or through walls, floors, etc., it shall be served with corrosion resisting tape or coated with corrosion compound and braided
- (v) Where the earth electrode is located outside the building a removable test link shall be provided inside the building as near as possible to the point of entry to the tape, for isolating the earth electrode for testing purposes.
- (vi) Earthing of sub-main equipment shall be deemed to be satisfactory where the sub-main cables are Mineral Insulated Copper Cables (M.I.C.C) or conduit with separate earth wire, and installation is carried out in accordance with the figures stated in the current edition of the IEE Regulations.
- (vii) Where an earth rod is specified (see Sub-clause (iii) it shall be proprietary manufacture, solid hand drawn copper of 15mm diameter driven into the ground to a minimum depth of 3.6M. It shall be made up to 1.2m sections with internal screw and socket joints and fitted with hardened steel tip and driving cap.
- (viii) Earth plates will not be permitted
- (ix) Where an earth rod is used the earth resistance shall be tested in the manner described in the current edition of the IEE Regulations, by the Contractor in the presence of the Engineer and the Contractor shall be responsible for the supply of all test equipment.
- (x) Where copper tape is fixed to the building structure it shall be by means of purpose made non-ferrous saddles which space the conductor away from the structure a minimum distance of 20mm. Fixings, shall be made using purpose made plugs; No fixings requiring holes to be drilled through the tape will be accepted.
- (xi) Joints in copper tape shall be tinned before assembly riveted with a minimum of two copper rivets and seated solid.
- (xii) Where holes are drilled in the earth tape for connection to items of equipment the effective cross-sectional area must not be less than required to comply with the IEE regulations.

- (xiii) Bolts, nuts and washers for any fixing to the earth tape must be of non-ferrous material.
- (xiv) Attention is drawn to the need for the earthing metal parts of lighting fittings and for bonding ball joint suspension in lighting fittings.

### **2.23 CABLES AND FLEXIBLE CORDS**

All cables used in this Sub-Contract shall be manufactured in accordance with the current appropriate Local Authority standard Specification which are as follows: -

- (i) Polyvinyl Chloride (P.V.C) Insulated Cables and Flexible Cords
- (ii) Polyvinyl Chloride P.V.C Insulated Armoured Cables
- (iii) Armouring of Electric cables

The successful Contractor will, at the Engineers discretion be required to submit samples of cables for the Engineers approval; the Engineer reserves the right to call for the cables of an alternative manufacture without any extra cost being incurred.

P.V.C. insulated cables shall be 500/1000 volt grade. No cables smaller than 1.5mm<sup>2</sup> shall be used unless otherwise specified. The installation and the finish of cables shall be as detailed in later clauses. The colour of cables shall conform to the details stated in the "Cable Braid and insulation Colours" Clause.

### **2.24 ARMoured P.V.C. INSULATED AND SHEATHED CABLES:**

Shall be 600/1000-volt grade manufactured with copper stranded conductors.

The wire armour of the cable shall be used wholly as an earth continuity conductor and the resistance of the wire armour shall have a resistance not more than twice of the largest current carrying conductor of the cable.

P.V.C./S.W.A./P.V.C. cables shall be terminated using "Telecom" "B" type or approved equal or approved equal glands and a P.V.C. tapered sleeve shall be provided to shroud each gland.

### **2.25 CABLE SUPPORTS, MARKERS AND TILES**

All PVC/SWA/PVC cables run inside the building shall be fixed in rising ducts or on ceilings by means of die cast cable hooks or clamps, of appropriate size to suit cables, fixed by studs and back nuts to their channel sections.

Alternatively, fixing shall be by BICC claw type cleating system with die-cast cleats and galvanized mild steel back straps or similar approved equal method. For one or two cables run together the cleats shall be fixed a special channel section supports or backstraps described above which shall in turn be secured to walls or ceilings of ducts by rawlbolts.

In excessively damp or corrosive atmospheric conditions special finishes may be required and the Contractor shall apply to the Engineer for further instructions before ordering cleats and channels for such areas.

The above type of hooks and clamps and channels or cleats and blackstrap shall also be used for securing cables in vertical ducts.

Cables supports shall be fixed at 600mm maximum intervals, the supports being supplied and erected under this Sub-contract. Saddles shall not be used for supporting cables nor any other type of fixing other than one of the two methods described above or other system which has received prior approval of the Engineer;

Cables are to be kept clear of all pipe work and the Contractor shall work in close liaison with other services Contractors.

The Contractor shall include for the provision of fixing of approved type-coloured slip-on cables end markers to indicate permanently the correct phase and neutral colours on all ends.

Provision shall be made for supplying and fixing approved non-corrosive metal cable markers to be attached to the outside of all PVC/SWA/PVC cables at 15mm intervals indicating cable size and distinction.

Where PVC/SWA/PVC cables are outside the building they shall be laid underground 750mm deep with protecting concrete interlocking cover tiles laid over which shall be provided and laid under this Sub-contract.

All necessary excavations and reinstatement of ground including sanding or trenches will be carried out by the Contractor, unless otherwise stated.

## **2.26 PVC INSULATED CABLES**

Shall be of non-braided type as CMA reference 6491 x 600/1000/1000 volt grade cables, or equal approved.

PVC cables shall conform to the details of the “Cables and Flexible cords” and “Cable Braid and Insulation Colours” clauses.

## **2.27 HEAT RESISTING CABLES**

Final connections to cookers, water heaters, etc., shall be made using butyl rubber insulated cable (Single core 600/1000 Volt).

This type of cable shall be used in all instances where a temperature exceeding 100°F, but not exceeding 150°F is likely to be experienced. Final connections to all lighting fittings (and other equipment where a temperature in excess of 150°C likely to be experienced) shall be made using silicon rubber insulated cable or equal and approved.

## **2.28 FLEXIBLE CORDS**

Shall be in accordance with the “Cable and Flexible Cords” clause. No cord shall be less than 24/0.2mm in size unless otherwise specified.

Circular white twin TRS flex shall be used for plain pendant fittings up to 100 watts. For all other types of lighting fittings the flexible cable shall be silicone rubber insulated.

No polythene insulated flexible cable shall be used in any lighting fitting or other appliance (see “Heat Resisting Cables” Clause 30).

## **2.29 CABLE ENDS AND PHASE COLOURS**

All cable ends connected up in switchgear, MCB panels etc., shall have the insulation carefully cut back and the ends sealed with Hellerman rubber slip on cable end markers.

The markers shall be of appropriate phase colour for switch and all other live feeds to the details of the “Cable Insulation Colours” clause. Black cable with black end markers shall only be used for neutral cables.

### 2.30 CABLE INSULATION COLOURS

Unless otherwise stated in later clauses the insulation colours shall be in accordance with the following table.

Main and Sub-Main System	Insulation Colour	Cable End Marker
Phase	Red	Red
Neutral	Black	Black
Sub-Circuits Single Phase System	Insulation Colour	Cable End Marker
Phase	Red	Red
Neutral	Black	Black

Where other systems are installed the cable colours shall be in accordance with the details stated in the appropriate clause.

### 2.31 SUB-CIRCUIT WIRING

For all lighting and sockets wiring shall be carried out in the “looping in” system and there shall be no joints whatsoever. No lighting circuits shall comprise more than 20 points when protected by 10A MCB. Cables with different cross-section area of copper shall not be used in combination.

Lighting circuits P.V.C. cable.

- (i) 1.5mm<sup>2</sup> for all lighting circuits indicated on the drawing.

Power circuits P.V.C cable (minimum sizes).

- (i) 2.5mm<sup>2</sup> for one, two or three 5Amp sockets wired in parallel.
- (ii) 2.5mm<sup>2</sup> for one 15Amp socket.
- (iii) 2.5mm<sup>2</sup> for maximum of ten switched 13 Amp sockets wired from 30 Amp MCB.

The wiring sizes for lighting circuits and sockets are as specified in the Bills of Quantities (BQ).

Wiring sizes for other appliances shall be as specified in later clauses of this specification.

### 2.32 SPACE FACTOR

The maximum number of cables that may be accommodated in a given size of conduit or trunking or duct is not to exceed the number in Tables B.5 and B.6 or as stated in Regulation B.91, B.117 and B.118 of the IEE Regulations whichever is appropriate.

### **2.33 INSULATION**

The insulation resistance to earth and between poles of the whole wiring system, fittings and lumps, shall not be less than the requirements of the latest edition of the IEE Regulations. Complete tests shall be made on all circuits by the Contractor before the installations are handed over.

A report of all tests shall be furnished by the Contractor to the Engineer. The Engineer will then check test with his own instruments if necessary.

### **2.34 LIGHTING SWITCHES**

These shall be mounted flush with the walls, shall be contained in steel or alloy boxes and shall be of the gangs' ratings and type as specified in the BQ. They shall be as manufactured by M.K. Electrical Ltd., or other equal and approved to PSQA standard.

### **2.35 SOCKETS AND SWITCHED SOCKETS**

They shall be 13- Amp, 3-pin, shuttered, switched and as manufactured by "M.K. Electrical Co. Ltd.", or other approved equal to PSQA standard.

### **2.36 FUSED SPUR BOXES**

These shall be flush, Double Pole (D.P.) switched as in steel/PVC box and of type and make specified in the Bill of Quantities (BQ) complete with pilot light and as manufactured by "M. K. Electrical Company Ltd", or other approved equal.

### **2.37 COOKER OUTLETS**

These shall be flush mounted with 13-A switched socket outlet and neon indicator Lamps.

The cooker control units shall be as manufactured by "M.K. Electrical Company Ltd", or other approved equal

### **2.38 CONNECTORS**

These shall be fitted at all conduit box lighting point outlets for jointing of looped P.V.C cables with flexible cables of specified quality.

### **2.39 LAMP HOLDERS**

Shall be of extra heavy H.O. skirted and shall be provided for every specified lighting fitting and shall be B.C., E.S., or G.E.S as required. All E.S. and G.E.S. holders shall be heavy brass type (except for plain pendants where the reinforced bakelite type shall be used). The screwed cap of the E.S and G.E.S. holders shall be connected to the neutral.

Where lamp holders are supported by flexible cable, the holders shall have “cord grip” arrangements and in the case of metal shades earthing screws shall be provided on each of the holders.

The Contractor must order the appropriate type of holder when ordering lighting fittings, to ensure that the correct types of holders are provided irrespective of the type normally supplied by the manufacturers.

### **2.40 LAMPS**

All lamps shall be suitable for normal stated supply voltage and the number and sizes of lamps detailed on the Bill of Quantities (BQ) shall be supplied and fixed. The Contractor must verify the actual supply voltage with the supply authority before ordering the lamps.

### **2.41 LIGHTING FITTINGS AND STREET LIGHTING LANTERNS**

This Contract shall include for the provision, handling charges, taking the delivery, safe storage, wiring (including internal wiring) assembling and erecting of all lighting fittings as specified in the Bill of Quantities (BQ).

All fittings and pendants shall be fixed to the conduit boxes with brass Round Head (RH) screws. These to be in line with metal finish of fittings. The lighting fittings are detailed for the purpose of establishing a high standard of finish and under no circumstances will substitute fittings be permitted.

In case of rectangular shaped ceiling fittings, the extreme ends of the fittings shall be secured to suitable support in addition to the central conduit box fittings. Supports shall be provided and fixed by the Contractor.

The whole of the metal work of each lighting fittings shall be effectively bonded to earth. In the case of ball and/or knuckle joints short lengths of flexible cable shall be provided, bonded to the metal work on either side of the joints. If the above provisions are not made by the manufacturers -, the Contractor shall include cost of additional work necessary in his tender. See “Flexible Cords” clause for details of internal wiring of lighting fittings.

Minimum size of internal wiring shall be 20/0.20mm (23/0067). Each lighting fitting shall be provided with number type and size of lamps as detailed in the Bill of Quantities (BQ). It is to be noted that some fittings are suspended.

Normally, the units shall be lined up on vertical centre lines, but where it is necessary to mount units at low level they shall be lined up horizontally.

#### **2.42 POSITIONS OF POINTS AND SWITCHES**

Enquiry shall be made as to the exact positions of all MCB panels, lighting points, socket outlets etc, before work is actually commenced. The Contractor must approach the Architect with regard to the final layout of all lights on the ceiling and walls.

The Contractor must consult with the Engineer in liaison with the Clerk of Works, or the General Foreman on site regarding the positions of all points before fixing any conduit etc. The Contractor shall be responsible for all alterations made necessary by the non-compliance with the clause.

#### **2.43 CURRENT OPERATED EARTH LEAKAGE CIRCUIT BREAKER**

Current operated earth leakage circuit breaker shall conform to B.S. 4293:68 rated at 240 volts D.P. 50 cycles/Hz A.C. Mains.

The breaker shall be provided with test switch and fitted in weather proof enclosure for surface mounting. These shall be as manufactured by Crabtree, Siemens or other equal and approved.

When switches are arranged in their formation all necessary horizontal and vertical barriers shall be provided to ensure segregation from adjacent units. Means of locking the switch in the "OFF" position shall be provided.

#### **2.44 STEEL CONDUITS AND STEEL TRUNKING**

Conduits shall be of heavy gauge class "B" welded to Standard relevant PSQCA standard. In no case will conduit smaller than 20mm diameter be used on the works. Conduits installed within buildings shall be black enamelled finish except where specified otherwise. Where installed externally or in damp conditions they shall be galvanised. Conduit fittings, accessories or equipment used in conjunction with galvanised conduits shall also be galvanised or otherwise as approved by the service engineer.

Metal trunking shall be fabricated from mild steel of not less than 16 Steel Wire Gauge (SWG). All sections of trunking shall be rigidly fixed together and attached to the framework or fabric or the building at intervals of not less than 1.2m. Joint trunking shall not overhang fixing points by more than 0.5m.

All trunking shall be made electrically continuous by means of 25 x 3mm copper links across each joint and where the trunking is galvanised, the links shall be made by galvanised flat iron strips.

All trunking fittings (i.e. Bends, tees, etc) shall leave the main through completely clear of obstructions and continuously open except through walls and floors at which points suitable fire resisting barriers shall be provided as may be necessary. The inner edge of bends and tees shall be chamfered where cables larger than 35mm<sup>2</sup> are employed.

Where trunking passes through ceilings and walls the cover shall be solidly fixed to 150mm either side of ceilings and floors and 50mm either side of walls.

Screws and bolts securing covers to trunking or sections of covers together shall be arranged so that damage to cables cannot occur either when fixing covers or when installing cables in the trough.

Where trunking is used to connect switchgear or fuseboards, such connections shall be made by trunking fittings manufactured for this purpose and not by multiple conduit couplings.

Where vertical sections of trunking are used which exceed 4.5m in length, staggered tie off points shall be provided at 4.5m intervals to support the weight of cables.

Unless otherwise stated, all trunking systems shall be painted as for conduit.

Where a wiring system incorporates galvanised conduit and trunking, the trunking shall be deemed to be galvanised unless specified otherwise.

The number of cables to be installed in trunking shall be such as to permit easy drawing in without damage to the cables, and shall in no circumstances be such that a space factor of 45% is exceeded.

Conduit and trunking shall be mechanically and electrically continuous. Conduit shall be tightly screwed between the various lengths so that they butt at the socketed joints. The internal edges of conduit and all fittings shall be smooth, free from burrs and other defects.

Oil and any other insulating substance shall be removed from the screw threads; where conduits terminate in fuse-gear, distribution boards, adaptable boxes, non-spouted switchboxes, etc., they shall, unless otherwise stated, be connected thereto by means of smooth bore male brass bushes, compression washers and sockets. All exposed threads and abrasions shall be painted using an oil paint for black enamelled tubing and galvanizing paint for galvanised tubing immediately after the conduits are erected. All bends and sets shall be made cold without altering the section of the conduit.

The inner radius of the bend shall not be less than four (4) times the outside diameter of the conduit. Not more than two right angle bends will be permitted without the inter-position of a draw-in-box. Where straight runs of conduit are installed, draw-in-boxes shall be provided at distances not exceeding 15m. No tees, elbows, sleeves, either of inspection or solid type, will be permitted.

Conduit shall be swabbed out prior to drawing in cables, and they shall be laid so as to drain of all condensed moisture without injury to end connections.

Conduits and trunking shall be run at least 150mm clear of hot water and steam pipes, and at least 75mm clear of cold water and other services unless otherwise approved by the services engineer.

All boxes shall conform to relevant PSQCA standard, to be of malleable iron, and black enamelled or galvanised according to the type of conduit specified. All accessory boxes shall have threaded brass inserts.

Box lids where required shall be heavy gauge metal, secured by means of zinc plated or cadmium plated steel screws.

All adaptable boxes and lids of the same size shall be interchangeable.

Boxes used on surface work are to be tapped or drilled to line up with the conduit fixed in distance type saddles allowing clearance between the conduit and wall without the need for setting the conduit.

Where used in conjunction with mineral insulated copper sheathed cable, galvanised boxes shall be used and painted after erection.

Draw-in boxes in the floors are generally to be avoided but where they are essential, they must be grouped in positions approved by the services engineer and covered and by the suitable floor traps, with non-ferrous trays and covers.

The floor trap covers are to be recessed and filled in with a material to match the floor surface.

The Contractor must take full responsibility for the filling in of all covers, but the filling in material will be supplied and the filling carried out by the main building contractor.

Where buried in the ground outside the building the whole of the buried conduit is to be painted with two coats of approved bitumastic composition before covering up.

Where run on the surface, unpainted fittings and joints shall be painted with two coats of oil bound enamel applied to rust and grease free metalwork.

# **ELECTRICAL INSTALLATION WORKS**

**Note:** This criterion shall be used to evaluate the bidders proposed to carry out the specialized works who shall be domestic subcontractors to the main bidder on award of the contract.

a) TECHNICAL EVALUATION OF ELECTRICAL WORKS

Technical evaluation shall be done by comparing each tender to the technical requirements in the tender document

Item	Description	COMPLIANT YES/NO
1.	<p><b>Compliance with Technical Specifications</b></p> <p><i>(Note: See compliance to technical specifications in the <b>TECHNICAL SCHEDULE OF ITEMS TO BE SUPPLIED</b> Section of this Document)</i></p>	
2.	<p><b>Qualification and Experience of Key Personnel</b></p> <p><b>Academic Qualification and Experience (Provide evidence)</b></p> <p><b>a) Project Manager</b></p> <p>Holder of at least a degree in Electrical Engineering with 5 years' experience in Electrical Engineering field</p>	
	<p><b>b) Site Agent</b></p> <p>Holder of at least a diploma in Electrical Engineering with 5 years' experience in Electrical Engineering field</p>	
	<p><b>c) At least 3 No artisans</b></p> <ul style="list-style-type: none"> <li>• Holder of at least a certificate in Electrical Engineering with 5 years' experience in Electrical Engineering field</li> </ul>	
3.	<p><b>Experience of the firm in similar services: Electrical Installation works</b></p> <p>a) Provide One (1No.) project of similar nature, complexity or magnitude) between the Period 2021 – 2026: <b>(Provide evidence)</b></p>	
4.	<p><b>Adequacy of tools and equipment</b></p> <p>The tenderer <b><i>must</i></b> show proof of ownership or leasing of the following equipment: -</p> <p><b>a) Relevant Equipment (at least 3No.)</b></p> <ul style="list-style-type: none"> <li>• Phase Sequence Meter</li> <li>• Earth Loop Impedance Tester</li> <li>• Earth Resistance Tester</li> <li>• Insulation Resistance Tester</li> <li>• Clamp meter/multimeter</li> </ul>	
	<b>QUALIFIED YES / NO</b>	

**PARTICULAR SPECIFICATIONS  
OF  
MATERIALS AND WORKS**

## PARTICULAR SPECIFICATIONS

### 1. SITE LOCATION

The site of the proposed works is at **PROPOSED RENOVATION WORKS TO CHANCERY AND RESIDENCE AT KENYA HIGH COMMISSION IN ISLAMABAD, PAKISTAN, PLOT NO. 1-3, STREET NO.27, RAMNA 5, DIPLOMATIC ENCLAVE (PHASE II)**

### 2. DESCRIPTION OF THE PROJECT

The works to be carried out comprise the following:

- i) Supply, installation, testing and commissioning of Electrical Works
- ii) Produce test result, warranty certification, reports and as installed drawings.

### 3. REGULATIONS

The contractor shall, in execution and completion of the works in the detailed design for which he is responsible, comply with the provisions of the following as necessary and relevant;

- i) International Standards Organization
- ii) Latest Edition of IEE Wiring Regulation

### 4. WORKING DRAWINGS

The Contractor shall submit to the Project Manager working drawings for the proposed system for approval. The drawings will show the locations of and identifiers for all cable routing and terminations, telecommunication outlets/connectors. Location of Fire Alarm Panel, Distribution Boards and Data switches.

### 5. LED LIGHT FITTINGS

Bidders <b>MUST</b> fill the proposed solution and attach <b>HIGHLIGHTED</b> datasheets/brochures to assess their conformity/compliance with each of the technical specifications.		
ITEM	MINIMUM SPECIFICATIONS	PROPOSED SOLUTION
p.f	$\geq 0.9$	
Frequency	45 – 55 Hz	
Operating Temp. Range	10° - 40°C	
Operating Voltage Range	150 Vac to 300 Vac	
THD	$\leq 15\%$	
Colour Temperature	4000 – 6500K	
Median Useful Life	L70B50 at 40,000 Hours	

## 6. CLIMATIC CONDITION

The following climate conditions can apply at the site of the contract works and all the plant, equipment, apparatus, materials and installations shall be suited for these conditions:

Mean maximum temperature	36 Centigrade.
Mean minimum temperature	16 Centigrade.
Range of relative humidity	26% - 53%
Salt content in the atmosphere	0.08%
Altitude	490 metres above sea level
Solar radiation	320.5 mean max. Langleys.

High rainfall occurs during most periods of the year and the contractor shall be deemed to have taken account of this factor both in his process and in his planning of the execution of the contract works.

Equipment de-rating factors for the temperature and altitude shall be stated.

**TECHNICAL SCHEDULE  
OF  
ITEMS TO BE SUPPLIED**

## **TECHNICAL SCHEDULE**

1. The technical schedule shall be submitted by tenderers to facilitate and enable the Project Manager to evaluate the tenders, especially where the tenderer intends to supply or has based his tender sum on equipment which differs in manufacture, type or performance from the specifications indicated by the Project Manager.
2. This schedule shall form part of the technical evaluation criterion, and tenderers are therefore advised to complete the schedule as they shall be considered non responsive.

<b>NO.</b>	<b>DESCRIPTION</b>	<b>MAKE</b>	<b>MODEL NO.</b>
1.	Armoured Cables		
2.	Switch Plate		
3.	Socket Outlet		
4.	DP Switch		
5.	Heat Detector		
6.	Smoke Detector		
7.	Wall Sounder		
8.	Call Unit		
9.	Fire Alarm Panel		
10.	Light Fittings		

## **COMPLIANCE WITH TECHNICAL SPECIFICATIONS**

*Tenderers shall submit offers that comply with the requirements of the tendering documents, including the basic technical design as indicated in the Drawings and Specifications.*

*Tenderers shall be required;*

- a) *On compliance with Technical Specifications, bidders shall supply equipment/items which comply with the technical specifications set out in the bid document. In this regard, the bidders will be required to submit relevant technical brochures/catalogues with the tender document, highlighting (using a mark-pen or highlighter) the Catalogue Number/model 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:*
- Standards of manufacture;*
  - Performance ratings/characteristics;*
  - Material of manufacture;*
  - Electrical power ratings; and*
  - All other requirements as indicated in the technical specifications of the bid.*

The bid will then be analyzed, using the information in the technical brochures, to determine compliance with key technical specifications for the works/items as indicated in the tender document.

The tenderer shall fill in the Technical Schedule as specified in the tender document for Equipment and Items indicating the Model/Make/Manufacturer and catalogue numbers of the Items/Equipments they propose to supply.

Bidders not complying with any of the key technical specifications shall be considered noncompliant to the technical specifications while those meeting all the key technical specifications shall be considered compliant.

Compliance in this section shall be as shown below:

Description	COMPLIANT / NON-COMPLIANT
<p>Compliance with Technical Specifications</p> <p><i>(Note:</i></p> <ol style="list-style-type: none"> <li><i>1) Tender Evaluation Committee to evaluate compliance to all <u>technical specifications of items in the technical schedule as detailed in the Particular specs of this document</u></i></li> <li><i>2) Bidders who do not highlight catalogue number and model of the proposed items shall be considered non-compliant.</i></li> <li><i>3) Non-compliance to any of the specifications shall render the whole system non-compliant</i></li> </ol>	

### SCHEDULE OF UNIT RATES

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

**SCHEDULE OF UNIT RATES**

NO.	DESCRIPTION	UNIT RATE (PKR)
1.	PVC/SWA/PVC Copper cables per meter a) 4.0 mm sq. 3 core b) 6.0 mm sq. 3 core c) 10.0 mm sq. 4 core d) 35.0 mm sq. 4 core e) 150 mm sq 4 Core	
2.	IP 65 rated Isolators as SCHNEIDER, 3 Phase a) 32A b) 20 A	
3.	IP 65 rated Isolators as SCHNEIDER, Single Phase a) 32A b) 20 A	
4.	Distribution Boards a) 8 Ways TPN b) 12 Ways TPN c) 16 Ways TPN	
5.	Industrial Sockets outlets, 5 pin a) 32A b) 20 A	
6	Industrial Sockets outlets, 3 pin c) 32A d) 20A	

## **ICT & SECURITY INSTALLATION WORKS**

**Note:** This criterion shall be used to evaluate the bidders proposed to carry out the specialized works who shall be domestic subcontractors to the main bidder on award of the contract.

## 1 TECHNICAL EVALUATION OF THE INSTALLATION WORKS

Technical evaluation shall be done by comparing each tender to the technical requirements in the tender document

Item	Description	COMPLIANT YES/NO
1.	<b>Compliance with Technical Specifications</b> <i>(Note: See compliance to technical specifications in the <u>TECHNICAL SCHEDULE OF ITEMS TO BE SUPPLIED</u> Section of this Document)</i>	
2.	<b>Qualification and Experience of Key Personnel</b> <b>Academic Qualification and Experience (Provide evidence)</b> <b>a) Project Manager</b> Holder of at least a degree in Electrical Engineering or Information Technology with 5 years' experience in ICT field	
	<b>b) Site Agent</b> Holder of at least a diploma in Electrical Engineering or Information Technology with 5 years' experience in ICT field	
	<b>c) At least 3 No artisans</b> <ul style="list-style-type: none"> <li>• Holder of at least a certificate in Electrical Engineering or Information Technology with 5 years' experience in ICT field</li> </ul>	
3.	<b>Experience of the firm in similar services: ICT Installation works</b> a) Provide One (1No.) project of similar nature, complexity or magnitude between the Period 2021 – 2026: <b>(Provide evidence)</b>	
4.	<b>Adequacy of tools and equipment</b> The tenderer <b><i>must</i></b> show proof of ownership or leasing of the following equipment: - <b>a) Relevant Equipment (at least 3No.)</b> <ul style="list-style-type: none"> <li>• Punch-down Tool</li> <li>• RJ45 Crimping Tool</li> <li>• LAN Cable Tester</li> <li>• Fusion Splicer</li> </ul>	
	<b>QUALIFIED YES / NO</b>	

**PARTICULAR SPECIFICATIONS  
OF  
MATERIALS AND WORKS**

## PARTICULAR SPECIFICATIONS

### 1. SITE LOCATION

The site of the proposed works is at **Proposed Renovation Works to Chancery and Residence at Kenya High Commission in Islamabad, Pakistan. Plot No. 1-3, Street No.27, Ramna 5, Diplomatic Enclave (Phase II)**

### 2. DESCRIPTION OF THE PROJECT

The works to be carried out comprise the following;

- i) Supply, installation, testing and commissioning of ICT and Security Installation Works
- ii) Produce test result, warranty certification, reports and as installed drawings.

### 3. REGULATIONS

The contractor shall, in execution and completion of the works in the detailed design for which he is responsible, comply with the provisions of the following as necessary and relevant;

- a. International Standards Organization.
- b. Latest Edition of Britain Institution of Electrical Engineers (IEE) Wiring Regulation (BS 7671).

### 4. WORKING DRAWINGS

The Contractor shall submit to the Project Manager working drawings for the proposed system for approval. The drawings will show the locations of and identifiers for all cable routing and terminations, telecommunication outlets/connectors. Location of core switch and Edge switches.

### 5. CLIMATIC CONDITION

The following climate conditions can apply at the site of the contract works and all the plant, equipment, apparatus, materials and installations shall be suited for these conditions:

- |                                  |                            |
|----------------------------------|----------------------------|
| • Mean maximum temperature       | 36 Centigrade.             |
| • Mean minimum temperature       | 16 Centigrade.             |
| • Range of relative humidity     | 26% - 53%                  |
| • Salt content in the atmosphere | 0.08%                      |
| • Altitude                       | 490 metres above sea level |
| • Solar radiation                | 320.5 mean max. Langleys.  |

High rainfall occurs during most periods of the year and the contractor shall be deemed to have taken account of this factor both in his process and in his planning of the execution of the contract works.

Equipment de-rating factors for the temperature and altitude shall be stated.

## 6. PTZ CAMERA

Bidders **MUST** fill the proposed solution and attach **HIGHLIGHTED** datasheets/brochures to assess their conformity/compliance with each of the technical specifications.

ITEM	MINIMUM SPECIFICATIONS	PROPOSED SOLUTION
Type	Pan Tilt and Zoom	
Image Sensor	5MP 1 / 2.8" Progressive CMOS	
Frames Rate	30 Frames Per Second	
Compression	H.265 HEVC	
Connectivity	Wired UPOE 802.3af Class 0	
Focal Length	Automatic Varifocal (2.7 to 13.5 mm)	
Lens	30x Optical Zoom, Auto Focus	
Illumination	150 m Smart IR LED Illuminator	
Storage	Local Storage with 64GB SD Card	
Impact Protection	IK10	
Max Power	51W	
Wide Dynamic Range	120dB	
Interoperability	ONVIF Profile S/G	
Accessories	Pole Mount Adapter, UPOE Injector	

## 7. DOME CAMERA

Bidders **MUST** fill the proposed solution and attach **HIGHLIGHTED** datasheets/brochures to assess their conformity/compliance with each of the technical specifications.

ITEM	MINIMUM SPECIFICATIONS	PROPOSED SOLUTION
Type	Dome	
Image Sensor	5MP 1 / 2.8" Progressive CMOS	
Frames Rate	30 Frames Per Second	
Compression	H.265 HEVC	
Connectivity	Wired PoE 802.3af Class 4	
Focal Length	Automatic Varifocal (2.7 to 13.5 mm)	
Illumination	50m Range Smart IR LED Illuminator	
Storage	Local Storage with 64GB SD Card	
Ingress Protection	IP67	
Impact Protection	IK10	
Max Power	25.5W	
Wide Dynamic Range	120dB	
Interoperability	ONVIF Profile G/S	

## 8. BULLET CAMERA

Bidders <b>MUST</b> fill the proposed solution and attach <b>HIGHLIGHTED</b> datasheets/brochures to assess their conformity/compliance with each of the technical specifications.		
ITEM	MINIMUM SPECIFICATIONS	PROPOSED SOLUTION
Type	Bullet	
Image Sensor	5MP 1 / 2.8” Progressive CMOS	
Frames Rate	30 Frames Per Second	
Compression	H.265 HEVC	
Connectivity	Wired PoE 802.3af Class 4	
Focal Length	Automatic Varifocal (2.7 to 13.5 mm)	
Illumination	60m Range Smart IR LED Illuminator	
Storage	Local Storage with 64GB SD Card	
Ingress Protection	IP67	
Impact Protection	IK10	
Max Power	25.5W	
Wide Dynamic Range	120dB	
Interoperability	ONVIF Profile G/S	

## 9. FLOOR SWITCH

Bidders <b>MUST</b> fill the proposed solution and attach <b>HIGHLIGHTED</b> datasheets/brochures to assess their conformity/compliance with each of the technical specifications.		
ITEM	MINIMUM SPECIFICATIONS	PROPOSED SOLUTION
Mounting	Rack Mount	
Switching	Layer 2	
Ports	12/24 No.10/100/1000 Mbps RJ45 PoE+	
	2 No. 10G SFP+ (1No. for 12 port switch)	
Switching Capacity	208 Gbps	
Power Budget	60W Per Port (UPOE)	
Advanced Features	1 No. RJ 45 Management Port	

## 10. CAT 6A PATCH PANEL

Bidders <b>MUST</b> fill the proposed solution and attach <b>HIGHLIGHTED</b> datasheets/brochures to assess their conformity/compliance with each of the technical specifications.		
ITEM	MINIMUM SPECIFICATIONS	PROPOSED SOLUTION
Port Density	24 No.	
Port Type	RJ45 Connector	
Cable Type	CAT 6A Shielded Twisted Pair	

## 11. FIBRE PATCH PANEL

Bidders <b>MUST</b> fill the proposed solution and attach <b>HIGHLIGHTED</b> datasheets/brochures to assess their conformity/compliance with each of the technical specifications.		
ITEM	MINIMUM SPECIFICATIONS	PROPOSED SOLUTION
Port Density	12 No.	
Port Type	LC Connector	
Cable Type	8 Core Multimode Fibre Cable	

## 12. UPS

Bidders <b>MUST</b> fill the proposed solution and attach <b>HIGHLIGHTED</b> datasheets/brochures to assess their conformity/compliance with each of the technical specifications.		
ITEM	MINIMUM SPECIFICATIONS	PROPOSED SOLUTION
Mounting	Rack Mount	
Power	3 kVA	
Output Voltage	± 5%	
Output Frequency	50 Hz	
Topology	Line Interactive	
Transfer Time	<10ms	
Battery Type	Maintenance Free	
Battery Recharge	≤ 3 Hours	
Battery Life	5 Years	
Battery Capacity	490 Ah	
Control Panel	LCD Status Console	
Serviceability	Replaceable Battery	

## 13. VIDEO MANAGEMENT SERVER

Bidders <b>MUST</b> fill the proposed solution and attach <b>HIGHLIGHTED</b> datasheets/brochures to assess their conformity/compliance with each of the technical specifications.		
ITEM	MINIMUM SPECIFICATIONS	PROPOSED SOLUTION
Mounting	Rack Mounted	
Processor	Intel Xeon E-Series 3.4 GHz 8 Cores	
RAM	16GB	
Storage	512 GB Hot Plug SSD	
Operating System	Windows 10	
Software	Network Management	
	MAXPRO Video Management System	

## 14. DISPLAY MONITOR

Bidders <b>MUST</b> fill the proposed solution and attach <b>HIGHLIGHTED</b> datasheets/brochures to assess their conformity/compliance with each of the technical specifications.		
ITEM	MINIMUM SPECIFICATIONS	PROPOSED SOLUTION
Size	60"	
Type	LED	
Aspect Ratio	16:9	
Resolution	4K (3840 x 2160)	

## **15. CABLES**

### **15.1. STP CABLE**

The STP cable shall be category 6A compliant STP cable, with the following specifications;

- a. 4-pair cables with 100-ohm impedance.
- b. Compliant to standards such as TIA/EIA – 268-B. 2-1 and IEC 61156-5
- c. Made of polyethylene insulation
- d. Pulling force should support up to 50N/mm<sup>2</sup>
- e. Low Smoke Zero Halogen outer sheath

### **15.2. OPTICAL FIBRE CABLE**

The fibre cable shall be 8 core multimode fibre with the following specifications: -

- a. Cable size: 8 core.
- b. Termination: SC Duplex connectors.
  - a. Rated Index: Nominal 62.5/125 micro. m

## **16. TESTING AND COMMISSIONING OF THE SYSTEMS**

Upon completion of the installation, all cabling links must be tested for the following parameters, using Level Three testers: -

### **a. Category 6A Cable Tests**

- i. Wire Map
- ii. Length
- iii. Insertion Loss (Attenuation)
- iv. NEXT Loss
- v. PSNEXT Loss
- vi. ELFEXT Loss, pair-to-pair
- vii. PSELFEXT Loss
- viii. Return Loss
- ix. ACR (Attenuation to crosstalk ratio)
- x. PSACR
- xi. Propagation Delay
- xii. Delay Skew

### **b. Fibre Optic Cable Tests**

- i. Link attenuation (insertion loss)
- ii. Length

Any failing link must be diagnosed and corrected. The corrective action shall be followed with a new test to prove that the corrected link meets the performance requirements.

The results should be recorded in one or several measure books showing test results of the cable components. In addition, the measurements must be recorded on two soft copies (CD-ROM).

**All components must be tested and a Completion Certificate issued stating the following:**

- i. Number of outlets
- ii. Type of cable

- iii. Date completed
- iv. Type of Warranty

In addition, an "as-built" package must be submitted with the following information

- i. Updated floor plans
- ii. Wire/cable routing schematic
- iii. Facility assignment records
- iv. Horizontal cable test results
- v. Fibre Backbone test results

#### **17. CAT 6 PATCH PANELS (AS MITEL OR APPROVED EQUIVALENT)**

The Contractor shall provide factory made CAT 6 patch panels, complete with cable management and front designation strips, 110 PCB mounted connectors and integral RJ mounted jack sockets.

#### **18. FIBER PATCH PANELS (AS MITEL OR APPROVED EQUIVALENT)**

All Backbone Fiber links to individual floors should be terminated on Fiber Patch Panels. Connector interfaces should support LC Connectors .

#### **19. BACK BONE**

Backbone cabling inclusive of switches and all necessary accessories shall be carried out in readiness for the termination of edge switches.

The Backbone cabling shall be flexible and allow for easy 'add on's' for future expansions. Hence enough capacity shall be allowed for future expansion.

#### **20. DOCUMENTATION**

The contractor shall avail documentation (2 copies) detailing the layout and devices or components of the system and must include all information for maintenance technicians to run, service, extend or maintain the network. In particular, the documentation must be structured and contain the following:

- a. Synopsis of the cabling (primary and secondary)
- b. Charts of the distribution highlighting the details of the elements that have been installed
- c. Detailed map of socket layout (2 Soft copies on flush drive shall be availed)
- d. Reports on measurements (2 Soft copies on flush drive shall be availed)

The flush drives provided shall include the software tools required to view, inspect and print any selection of test reports.

#### **21. WARRANTY AND SUPPORT**

The Contractor will be required to give a per link warranty of at least fifteen (15) years for the structured cabling infrastructure and must provide a site certification certificate from the manufacturer of the cabling infrastructure not more than 30 days after completion of tests.

In the event of failure of the core switch, the contractor will be required to deliver any necessary parts on the next business day after determining that parts replacement is required,

during the standard work week (8 hours a day, 5 days a week). This support will be carried out by a field engineer and will run for a period of **Twelve Months** from the date of commissioning of the LAN.

The contractor will be required to provide a **Twelve Months** warranty on the edge switches from the date of commissioning of the LAN.

## **22. ADDITIONAL NOTES**

Tenderers should take note of the following

- a. The network should be capable of carrying data, voice and video. Quality of Service (QoS) should be considered as part of installation and configuration of the network.
- b. All active LAN equipment should be from the same manufacturer for seamless integration, management and maintenance.
- c. Each floor should have a telecommunication Closet to house the necessary structured cabling components and active equipment.

**TECHNICAL SCHEDULE  
OF  
ITEMS TO BE SUPPLIED**

**TECHNICAL SCHEDULE**

1. The technical schedule shall be submitted by tenderers to facilitate and enable the Project Manager to evaluate the tenders, especially where the tenderer intends to supply or has based his tender sum on equipment which differs in manufacture, type or performance from the specifications indicated by the Project Manager.
2. This schedule shall form part of the technical evaluation criterion, and tenderers are therefore advised to complete the schedule as they shall be considered non responsive.

NO.	DESCRIPTION	MAKE	MODEL NO.
1.	PTZ Camera		
2.	Dome Camera		
3.	Bullet Camera		
4.	Floor Switch		
5.	UPS		
6.	IP Based Door Fingerprint Biometric & Card Reader		

## COMPLIANCE WITH TECHNICAL SPECIFICATIONS

*Tenderers shall submit offers that comply with the requirements of the tendering documents, including the basic technical design as indicated in the Drawings and Specifications.*

*Tenderers shall be required;*

*a) On compliance with Technical Specifications, bidders shall supply equipment/items which comply with the technical specifications set out in the bid document. In this regard, the bidders will be required to submit relevant technical brochures/catalogues with the tender document, highlighting (using a mark-pen or highlighter) the Catalogue Number/model 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;*
- (iv) Electrical power ratings; and*
- (v) All other requirements as indicated in the technical specifications of the bid.*

The bid will then be analyzed, using the information in the technical brochures, to determine compliance with key technical specifications for the works/items as indicated in the tender document.

The tenderer shall fill in the Technical Schedule as specified in the tender document for Equipment and Items indicating the Model/Make/Manufacturer and catalogue numbers of the Items/Equipments they propose to supply.

Bidders not complying with any of the key technical specifications shall be considered noncompliant to the technical specifications while those meeting all the key technical specifications shall be considered compliant.

Compliance in this section shall be as shown below:

Description	COMPLIANT / NON-COMPLIANT
<p>Compliance with Technical Specifications</p> <p><i>(Note:</i></p> <ul style="list-style-type: none"> <li><i>1) Tender Evaluation Committee to evaluate compliance to all technical specifications of items in the technical schedule as detailed in the Particular specs of this document</i></li> <li><i>2) Bidders who do not highlight catalogue number and model of the proposed items shall be considered non-compliant.</i></li> <li><i>3) Non-compliance to any of the specifications shall render the whole system non-compliant</i></li> </ul>	

### SCHEDULE OF UNIT RATES

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

SCHEDULE OF UNIT RATES

NO.	DESCRIPTION	UNIT RATE (PKR)
1.	1500 VA UPS	
2.	24U Network Cabinet	
3.	48 Port Floor Switch	

# **BILLS OF QUANTITIES**

## BILLS OF QUANTITIES

### PRICING OF PRELIMINARIES ITEMS

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

The Bills of Quantities are divided generally into three sections:

(a) Preliminaries – Bill No.1

Contractor's preliminaries are as per those described in Contract Preliminaries and General Conditions of Contract. The Contractor shall study the conditions and make provision to cover their cost in this Bill. The number of preliminary items to be priced by the Tenderer has been limited to tangible items such as site office, temporary works and others. However, the Tenderer is free to include and price any other items he deems necessary taking into consideration conditions he is likely to encounter on site.

(b) Installation Items – Other Bills

- (i) The brief description of the items in these Bills of Quantities should in no way modify or supersede the detailed descriptions in the contract Drawings, conditions of contract and specifications.

(c) Summary

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

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

### SPECIAL NOTES TO THE BILLS OF QUANTITIES

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

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

5. The grand total of prices in the price summary page must be carried forward to the **Grand Summary Page**.
6. Tenderers must enclose, together with their submitted tenders, detailed coloured manufacturer's Brochures detailing Technical Literature and specifications on all the equipment they intend to offer.

**STATEMENT OF COMPLIANCE**

1. I confirm compliance of all clauses of the **General Conditions, General Specifications and Particular Specifications** in this tender.
2. I confirm I have not made and will not make any payment to any person, which can be perceived as an inducement to win this tender.

Signed: \_\_\_\_\_ *for and on behalf of the Tenderer*

Date: \_\_\_\_\_

Official Rubber Stamp: \_\_\_\_\_

## BILL No. 1: PRELIMINARIES

Item	Description	Qty	Unit	Rate (PKR)	AMOUNT (PKR)
	<p>The contractor must visit the site to familiarize with these works and also assess the amount of work involved. The work shall be carried out such that there shall be minimal interference with the normal operation of the facility. The contractor shall allow in the rates working in odd hours and tight schedule as shall be agreed upon with the management of the facility.</p>				
1	<p>This is a <b>Firm-Price Contract</b> and the contractor must allow in his tender for the increase in the cost of labour and/or materials during the duration of the contract. No claims will be allowed for increased costs arising from the fluctuations in duties and/or day to day currency fluctuations.</p>	1	Item		
2	<p>The Contractor shall, when required, provide for approval at no extra cost, <b>samples of all materials</b> 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.</p>	1	Item		
3	<p>The Contractor shall carry out such <b>tests</b> of the Contract Works as required by British Standard Specifications as customary. No testing or commissioning shall be undertaken except in the presence of and to the satisfaction of the Engineer. (Contractor's own preliminary and proving tests exempted).</p>	1	Item		
4	<p>The Contractor shall allow for <b>Working Drawings</b> as may be necessary. The Working Drawings shall be complete in such detail not only that the Contract Works can be executed on site but also that the Engineer can approve the Contractor's proposals, detailed designs and intentions in the execution of the Contract Works.</p>	1	Item		
5	<p>The Contractor shall allow for <b>Record Drawings</b> and <b>Maintenance Manual</b> of the installed Contract Works.</p>	1	Item		
Total Amount Carried Forward to The Summary Page					

**SCHEDULE 1: BASEMENT FLOOR - CHANCERY OFFICE**

Item	DESCRIPTION	Qty	Unit	Rate (PKR)	AMOUNT (PKR)
	<b>Supply, install, test &amp; commission the following</b>				
	<b>The contractor must visit the site to familiarize with these works and also assess the amount of work involved. The work shall be carried out such that there shall be minimal interference with the normal operation of the facility. The contractor shall allow in the rates working in odd hours and tight schedule as shall be agreed upon with the management of the facility.</b>				
	<b><u>LIGHTING POINTS</u></b>				
1.01	Lighting point wired in 3x1.5 mm <sup>2</sup> single core PVC cables drawn in 20mm heavy gauge conduits concealed in walls and floors excluding the light fitting itself.				
	a) One way switching	87	No		
	b) Two way switching for staircase lighting	6	No		
	c) Unswitched	3	No		
	<b><u>SWITCHES</u></b>				
1.02	10 Amps concealed Screws, Ivory type Switch Plates, flush mounted on walls as <b>CLIPSAL</b> to match the existing				
	a) 1gang 2 way	4	No		
	b) Intermediate switch	2	No		
	<b><u>LIGHTING FITTINGS</u></b>				
1.03	Light Fittings complete with all accessories and lamps as follows:				
	a) Retrofitting of the 4x36watts flourescent tubes with 4x18Watts LED Tubes into the existing 600mm x 600mm lighting fixtures as PHILLIPS or approved equivalent	2	No		
	b) 1200mm, 2x18W batten LED fitting as PHILLIPS or approved equivalent	4	No		
	c) 1200mm, 2x36W TCW060 Waterproof LED fitting as PHILLIPS or approved equivalent	4	No		
	d) 180mm Diameter, Circular Ceiling Downlight as PHILLIPS CORELINE or approved equivalent	73	No		
	e) 75mm Diameter, Circular Ceiling Downlight as PHILLIPS CORELINE or approved equivalent	0	No		
	f) Self-contained Exit sign with 8W LED lamp for nonmaintained emergency lighting 3 hour duration as as PHILLIPS or approved equivalent	3	No		
	g) 12x5watts E14 LED cadle lamp chandelier as ASFLOOR or approved equivalent	8	No		
	h) Wall brackets to approval for main staircase lighting	2	No		
	<b><u>SOCKET OUTLET</u></b>				
1.04	10 Amps concealed Screws, Ivory type Switch Plates, flush mounted on walls as <b>CLIPSAL</b> or approved equivalent to match the existing				
	a) Single	10	No.		
	<b><u>OTHER POWER POINTS</u></b>				
1.05	Radial Power Points wired in 3 x 2.5mm <sup>2</sup> SC PVC insulated CU cables drawn in 25 mm Ø HG PVC conduits concealed in building fabric complete with all the necessary accessories excluding 20A Dual Pole Switch for Hand driers (Average length per point = 30LM)	2	No		
	<b>Total carried forward Next page</b>				

**SCHEDULE 1 CONT'D: BASEMENT FLOOR - CHANCERY OFFICE**

Item	DESCRIPTION	Qty	Unit	Rate (PKR)	AMOUNT (PKR)
	<b>Supply, install, test &amp; commission the following</b>				
	<b>Sub total b/f from previous page</b>				
1.06	Radial Power Point wired in 3 x 2.5mm <sup>2</sup> SC PVC insulated CU cables drawn in 25 mm Ø HG PVC conduits concealed in building fabric complete with all the necessary accessories excluding 20A Double Pole Switch for Indoor Air Conditioning Machine (Average length per point = 30LM)	10	No		
1.07	20 Amps double pole switches with neon indicator as <b>CLIPSAL</b> or approved equivalent	10	No		
1.08	Radial Power circuit comprising of 4 core 6mm <sup>2</sup> PVC/SWA/PVC armoured cable drawn in 50mm x 25mm powder coated steel trunking complete with all necessary accessories excluding 45A TPN Isolator for outdoor VRF Air Conditioning Machine on the roof top	35	LM		
1.09	45 Amps TPN waterproof isolator as <b>CLIPSAL</b> or approved equivalent	1	No		
1.10	The following MCBs as Schneider or approved equivalent for item above. i) 10A SP MCB ii) 20A SP MCB iii) 32A SP MCB iv) 45A SP MCB v) Blanking Plate	10 10 1 1 5	No No No No No		
	<b><u>FIRE DETECTION AND ALARM SYSTEM</u></b>				
1.11	Fire alarm points wired in 1.5mm <sup>2</sup> 2 Core <b>Heat resistant</b> screened PVC copper cables drawn in <b>existing</b> concealed HG PVC conduits	1	No		
1.12	Addressable optical smoke detector as Menvier or equal and approved.	1	No		
1.15	Addressable photo thermal sensor as Menvier or equal and approved.	1	No		
1.13	Fire break glass Manual Addressable Resettable call point incorporating integral short circuit isolator and reset key as Menvier or Approved Equivalent	4	No		
1.14	Addressable Electronic Fire Alarm sounder complete with Red Flashing beacon as MENVIER or approved equivalent.	1	No		
	<b><u>EXISTING WORKS</u></b>				
	<b><u>Electrical Installation works</u></b>				
1.15	Terminating where necessary, testing and commissioning of all other electrical installations on this floor done by others. i.e. lighting points, power points, fittings etc.	1	Lot		
	<b><u>Fire Alarm System</u></b>				
1.16	Terminating where necessary, testing and commissioning of the Fire Detection and Alarm system installations on this floor done by others	1	Lot		
	<b><u>Distribution Boards</u></b>				
1.17	Labelling of the Distribution Boards and associated circuits as per the design drawings using TRAFFOLYTE LABELS or approved equivalent	1	Lot		
	<b>Total Carried Forward to summary Page</b>				

**SCHEDULE 2: GROUND FLOOR - CHANCERY OFFICE**

Item	DESCRIPTION	Qty	Unit	Rate (PKR)	AMOUNT (PKR)
	<b>Supply, install, test &amp; commission the following</b>				
	<b>The contractor must visit the site to familiarize with these works and also assess the amount of work involved. The work shall be carried out such that there shall be minimal interference with the normal operation of the facility. The contractor shall allow in the rates working in odd hours and tight schedule as shall be agreed upon with the management of the facility.</b>				
	<b><u>LIGHTING POINTS</u></b>				
2.01	Lighting point wired in 3x1.5 mm <sup>2</sup> single core PVC cables drawn in 20mm heavy gauge conduits concealed in walls and floors excluding the light fitting itself.				
	a) Two way switching for staircase lighting	6	No		
	<b><u>SWITCHES</u></b>				
2.02	10 Amps concealed Screws, Ivory type Switch Plates, flush mounted on walls as <b>CLIPSAL</b> to match the existing				
	a) 1gang 2 way	4	No		
2.02	b) Intermediate switch	2	No		
	<b><u>LIGHTING FITTINGS</u></b>				
2.03	Light Fittings complete with all accessories and lamps as follows:				
	a) Retrofitting of the 4x36watts flourescent tubes with 4x18Watts LED Tubes into the existing 600mm x 600mm lighting fixtures as PHILLIPS or approved equivalent	15	No		
	b) 1200mm, 2x18W batten LED fitting as PHILLIPS or approved equivalent	4	No		
	c) 1200mm, 2x36W TCW060 Waterproof LED fitting as PHILLIPS or approved equivalent	4	No		
	d) 180mm Diameter, Circular Ceiling Downlight as PHILLIPS CORELINE or approved equivalent	4	No		
	e) 75mm Diameter, Circular Ceiling Downlight as PHILLIPS CORELINE or approved equivalent	10	No		
	f) Self-contained Exit sign with 8W LED lamp for nonmaintained emergency lighting 3 hour duration as as PHILLIPS or approved equivalent	1	No		
	g) 12x5watts E14 LED cadle lamp chandelier as ASFLOOR or approved equivalent	7	No		
	h) Wall brackets to approval for main staircase lighting	2	No		
	<b><u>SOCKET OUTLET</u></b>				
2.04	10 Amps concealed Screws, Ivory type Switch Plates, flush mounted on walls as <b>CLIPSAL or approved equivalent</b> to match the existing				
	a) Single	19	No.		
	b) Twin	4	No.		
2.05	150mm x 200mm x 500mm(WxDxH), Powder Coated 14 SWG Steel Power white pedestal to mount 2 No. twin Switched socket outlet and 2 No. Data/telephone outlets	2	No.		
	<b><u>OTHER POWER POINTS</u></b>				
2.06	Radial Power Points wired in 3 x 2.5mm <sup>2</sup> SC PVC insulated CU cables drawn in 25 mm Ø HG PVC conduits concealed in building fabric complete with all the necessary accessories excluding 20A Double Pole Switch for Hand driers (Average length per point = 30LM)	2	No		
	<b>Total carried forward Next page</b>				

**SCHEDULE 2 CONT'D: GROUND FLOOR - CHANCERY OFFICE**

Item	DESCRIPTION	Qty	Unit	Rate (PKR)	AMOUNT (PKR)
	<b>Supply, install, test &amp; commission the following</b>				
	<b>Sub total b/f from previous page</b>				
2.07	Radial Power Point wired in 3 x 2.5mm <sup>2</sup> SC PVC insulated CU cables drawn in 25 mm Ø HG PVC conduits concealed in building fabric complete with all the necessary accessories excluding 20A Double Pole Switch for Indoor Air Conditioning Machine (Average length per point = 30LM)	2	No		
2.08	20 Amps double pole switches with neon indicator as <b>CLIPSAL</b> or approved equivalent to match the existing	4	No		
	<b><u>CABLE TRUNKING</u></b>				
2.09	25mm x 25mm deep single compartment PVC trunking, white in colour, for cable management of the surface mounted cables ( <b>PROVISIONAL QTY</b> ).	51	LM		
2.10	The following MCBs as Schneider or approved equivalent for item above. i) 10A SP MCB ii) 20A SP MCB iii) 32A SP MCB iv) 45A SP MCB v) Blanking Plate	1 2 1 2 6	No No No No No		
	<b><u>FIRE DETECTION AND ALARM SYSTEM</u></b>				
2.11	Fire break glass Manual Addressable Resettable call point incorporating integral short circuit isolator and reset key as Menvier or Approved Equivalent	1	No		
2.12	Fire break glass Manual Addressable Resettable call point incorporating integral short circuit isolator and reset key as Menvier or Approved Equivalent	1	pkt		
2.13	Removal of protective covers on the existing smoke and Heat detector done by others.	35	No		
	<b><u>EXISTING WORKS</u></b>				
	<b><u>Electrical Installation works</u></b>				
2.14	Terminating where necessary, testing and commissioning of all other electrical installations on this floor done by others. i.e. lighting points, power points, fittings etc.	1	Lot		
	<b><u>Fire Alarm System</u></b>				
2.15	Terminating where necessary, testing and commissioning of the Fire Detection and Alarm system installations on this floor done by others	1	Lot		
	<b><u>Distribution Boards</u></b>				
2.16	Labelling of the Distribution Boards and associated circuits as per the design drawings using TRAFFOLYTE LABELS or approved equivalent	1	Lot		
	<b>Total Carried Forward to summary Page</b>				

**SCHEDULE 3: FIRST FLOOR - CHANCERY OFFICE**

Item	DESCRIPTION	Qty	Unit	Rate (PKR)	AMOUNT (PKR)
	<b>Supply, install, test &amp; commission the following</b>				
	<b>The contractor must visit the site to familiarize with these works and also assess the amount of work involved. The work shall be carried out such that there shall be minimal interference with the normal operation of the facility. The contractor shall allow in the rates working in odd hours and tight schedule as shall be agreed upon with the management of the facility.</b>				
	<b><u>LIGHTING POINTS</u></b>				
3.01	Lighting point wired in 3x1.5 mm <sup>2</sup> single core PVC cables drawn in 20mm heavy gauge conduits concealed in walls and floors excluding the light fitting itself. a) Two way switching for staircase lighting	6	No		
	<b><u>SWITCHES</u></b>				
3.02	10 Amps concealed Screws, Ivory type Switch Plates, flush mounted on walls as <b>CLIPSAL</b> to match the existing a) 1gang 2 way	0	No		
3.02	b) Intermediate switch	2	No		
	<b><u>LIGHTING FITTINGS</u></b>				
3.03	Light Fittings complete with all accessories and lamps as follows: a) Retrofitting of the 4x36watts flourescent tubes with 4x18Watts LED Tubes into the existing 600mm x 600mm lighting fixtures as PHILLIPS or approved equivalent	20	No		
	b) 1200mm, 2x18W batten LED fitting as PHILLIPS or approved equivalent	4	No		
	c) 1200mm, 2x36W TCW060 Waterproof LED fitting as PHILLIPS or approved equivalent	4	No		
	d) 180mm Diameter, Circular Ceiling Downlight as PHILLIPS CORELINE or approved equivalent	4	No		
	e) 75mm Diameter, Circular Ceiling Downlight as PHILLIPS CORELINE or approved equivalent	30	No		
	f) Self-contained Exit sign with 8W LED lamp for nonmaintained emergency lighting 3 hour duration as as PHILLIPS or approved equivalent	1	No		
	g) 12x5watts E14 LED cadle lamp chandelier as ASFLOOR or approved equivalent	3	No		
	h) Wall brackets to approval for main staircase lighting	2	No		
	<b><u>SOCKET OUTLET</u></b>				
3.04	10 Amps concealed Screws, Ivory type Switch Plates, flush mounted on walls as <b>CLIPSAL or approved equivalent</b> to match the existing a) Single	2	No.		
	b) Twin	5	No.		
3.05	150mm x 200mm x 500mm(WxDxH), Powder Coated 14 SWG Steel Power white pedestal to mount 2 No. twin Switched socket outlet and 2 No. Data/Telephone outlets	2	No.		
	<b><u>OTHER POWER POINTS</u></b>				
3.05	Radial Power Points wired in 3 x 2.5mm <sup>2</sup> SC PVC insulated CU cables drawn in 25 mm Ø HG PVC conduits concealed in building fabric complete with all the necessary accessories excluding 20A Dual Pole Switch for Hand driers (Average length per point = 30LM)	3	No		
	<b>Total carried forward Next page</b>				

**SCHEDULE 3 CONT'D: FIRST FLOOR - CHANCERY OFFICE**

Item	DESCRIPTION	Qty	Unit	Rate (PKR)	AMOUNT (PKR)
	<b>Supply, install, test &amp; commission the following</b>				
	<b>Sub total b/f from previous page</b>				
3.06	Radial Power Point wired in 3 x 2.5mm <sup>2</sup> SC PVC insulated CU cables drawn in 25 mm Ø HG PVC conduits concealed in building fabric complete with all the necessary accessories excluding 20A Double Pole Switch for Indoor Air Conditioning Machine (Average length per point = 30LM)	0	No		
3.07	20 Amps double pole switches with neon indicator as <b>CLIPSAL</b> or approved equivalent to match the existing	3	No		
	<b><u>CABLE TRUNKING</u></b>				
3.08	25mm x 25mm deep single compartment PVC trunking, white in colour, for cable management of the surface mounted cables ( <b>PROVISIONAL QTY</b> ).	51	LM		
3.09	The following MCBs as Schneider or approved equivalent for item above.				
	i) 10A SP MCB	2	No		
	ii) 20A SP MCB	3	No		
	iii) 32A SP MCB	1	No		
	v) Blanking Plate	3	No		
	<b><u>FIRE DETECTION AND ALARM SYSTEM</u></b>				
3.10	Fire break glass Manual Addressable Resettable call point incorporating integral short circuit isolator and reset key as Menvier or Approved Equivalent	1	No		
3.11	Removal of protective covers on the existing smoke and Heat detector done by others.	30	No		
	<b><u>EXISTING WORKS</u></b>				
	<b><u>Electrical Installation works</u></b>				
3.12	Terminating where necessary, testing and commissioning of all other electrical installations on this floor done by others. i.e. lighting points, power points, fittings etc.	1	Lot		
	<b><u>Fire Alarm System</u></b>				
3.13	Terminating where necessary, testing and commissioning of the Fire Detection and Alarm system installations on this floor done by others	1	Lot		
	<b><u>Distribution Boards</u></b>				
3.14	Labelling of the Distribution Boards and associated circuits as per the design drawings using TRAFFOLYTE LABELS or approved equivalent	1	Lot		
	<b>Total Carried Forward to summary Page</b>				

**SCHEDULE 4: ROOF TOP - CHANCERY OFFICE**

Item	DESCRIPTION	Qty	Unit	Rate (PKR)	AMOUNT (PKR)
	<b>Supply, install, test &amp; commission the following</b>				
	<b>The contractor must visit the site to familiarize with these works and also assess the amount of work involved. The work shall be carried out such that there shall be minimal interference with the normal operation of the facility. The contractor shall allow in the rates working in odd hours and tight schedule as shall be agreed upon with the management of the facility.</b>				
	<b><u>LIGHTING POINTS</u></b>				
4.01	Lighting point wired in 3x1.5 mm <sup>2</sup> single core PVC cables drawn in 20mm heavy gauge conduits concealed in walls and floors excluding the light fitting itself.				
	a) One way switching for staircase lighting	4	No		
	<b><u>SWITCHES</u></b>				
4.02	10 Amps concealed Screws, Ivory type Switch Plates, flush mounted on walls as <b>CLIPSAL</b> to match the existing				
	a) 1gang 1 way	2	No		
4.02	a) 1gang 2 way	1	No		
	a) 2gang 2 way	1	No		
	<b><u>LIGHTING FITTINGS</u></b>				
4.03	Light Fittings complete with all accessories and lamps as follows:				
	a) 1200mm, 2x18W batten LED fitting as PHILLIPS or approved equivalent	2	No		
	b) 1200mm, 2x36W TCW060 Waterproof LED fitting as PHILLIPS or approved equivalent	2	No		
	c) Self-contained Exit sign with 8W LED lamp for nonmaintained emergency lighting 3 hour duration as PHILLIPS or approved equivalent	1	No		
	d) Wall brackets to approval for main staircase lighting	2	No		
	<b><u>SOCKET OUTLET</u></b>				
4.04	10 Amps concealed Screws, Ivory type Switch Plates, flush mounted on walls as <b>CLIPSAL or approved equivalent</b> to match the existing				
	a) Single	2	No.		
	b) Twin	4	No.		
	<b><u>OTHER POWER POINTS</u></b>				
4.05	Radial Power Point wired in 3 x 2.5mm <sup>2</sup> SC PVC insulated CU cables drawn in 25 mm Ø HG PVC conduits concealed in building fabric complete with all the necessary accessories excluding 20A Double Pole Switch for Indoor Air Conditioning Machine (Average length per point = 30LM)	2	No		
4.06	20 Amps double pole switches with neon indicator as <b>CLIPSAL</b> or approved equivalent to match the existing	2	No		
4.07	Radial Power Point wired in 3 x 2.5mm <sup>2</sup> SC PVC insulated CU cables drawn in 25 mm Ø HG PVC conduits concealed in building fabric complete with all the necessary accessories excluding 20A Double Pole Switch water pressurizing pump (Average length per point = 30LM)	1	No		
4.08	32 Amps SPN waterproof isolator as <b>CLIPSAL</b> or approved equivalent for above item	1	LM		
	<b>Total carried forward Next page</b>				

**SCHEDULE 4 CONTENT'D: ROOF TOP - CHANCERY BUILDING**

Item	DESCRIPTION	Qty	Unit	Rate (PKR)	AMOUNT (PKR)
	<b>Supply, install, test &amp; commission the following</b>				
	<b>Sub total b/f from previous page</b>				
4.09	<b><u>CABLE TRUNKING</u></b> 25mm x 25mm deep single compartment PVC trunking, white in colour, for cable management of the surface mounted cables ( <b>PROVISIONAL QTY</b> ).	9	LM		
4.10	<b><u>CABLE TRAY</u></b> 300mm x 50mm deep single compartment cable tray complete with appropriate cover constructed from 14 SWG Galvanised steel complete with all coupling and earthing accessories for AC out door units to accommodate both electrical cabling and copper tubes.	140	LM		
4.11	The following MCBs as Schneider or approved equivalent for item above. i) 10A SP MCB ii) 20A SP MCB iii) 32A SP MCB iv) 45A TPN MCB v) Blanking Plate	1 1 1 1 6	No No No No No		
4.12	<b><u>FIRE DETECTION AND ALARM SYSTEM</u></b> Fire alarm points wired in 1.5mm <sup>2</sup> 2 Core <b>Heat resistant</b> screened PVC copper cables drawn in <b>existing</b> concealed HG PVC conduits	5	No		
4.13	Addressable optical smoke detector as Menvier or equal and approved.	3	No		
4.14	Fire break glass Manual Addressable Resettable call point incorporating integral short circuit isolator and reset key as Menvier or Approved Equivalent	1	No		
4.15	Addressable Electronic Fire Alarm sounder complete with Red Flashing beacon as MENVIER or approved equivalent.	1	No		
4.16	<b><u>EXISTING WORKS</u></b> <b><u>Electrical Installation works</u></b> Terminating where necessary, testing and commissioning of all other electrical installations on this floor done by others. i.e. lighting points, power points, fittings etc.	1	Lot		
4.17	<b><u>Distribution Boards</u></b> Labelling of the Distribution Boards and associated circuits as per the design drawings using TRAFFOLYTE LABELS or approved equivalent	1	Lot		
	<b>Total Carried Forward to summary Page</b>				

**SCHEDULE 5: GROUND FLOOR - OFFICIAL RESIDENCE**

Item	DESCRIPTION	Qty	Unit	Rate (PKR)	AMOUNT (PKR)
	<p><b>Supply, install, test &amp; commission the following</b></p> <p>The contractor must visit the site to familiarize with these works and also assess the amount of work involved. The work shall be carried out such that there shall be minimal interference with the normal operation of the facility. The contractor shall allow in the rates working in odd hours and tight schedule as shall be agreed upon with the management of the facility.</p> <p><b>LIGHTING FITTINGS</b></p> <p>5.01 Light Fittings complete with all accessories and lamps as follows:  <b>a)</b> Replace the brown incandescent bulbs/compact fluorescent bulbs with ( 5-20)watts LED GU10 bulbs into the existing lighting fixtures as PHILLIPS or approved equivalent 40 No  <b>b)</b> 1200mm, 2x18W batten LED fitting as PHILLIPS or approved equivalent 4 No  <b>c)</b> 1200mm, 2x36W TCW060 Waterproof LED fitting as PHILLIPS or approved equivalent 4 No  <b>d)</b> 180mm Diameter, Circular Ceiling Downlight as PHILLIPS CORELINE or approved equivalent 10 No  <b>e)</b> 75mm Diameter, Circular Ceiling Downlight as PHILLIPS CORELINE or approved equivalent 10 No</p> <p><b>OTHER POWER POINTS</b></p> <p>5.02 Radial Power Points wired in 3 x 2.5mm<sup>2</sup> SC PVC insulated CU cables drawn in 25 mm Ø HG PVC conduits concealed in building fabric complete with all the necessary accessories excluding 20A Double Pole Switch for Kitchen Hoods (Average length per point = 30LM) 1 No</p> <p>5.03 20 Amps double pole switches with neon indicator as <b>CLIPSAL</b> or approved equivalent to match the existing 2 No</p> <p><b>EXISTING WORKS</b></p> <p><b>Electrical Installation works</b></p> <p>5.04 Terminating where necessary, testing and commissioning of all other electrical installations on this floor done by others. i.e.lighting points,power points, fittings etc. 1 Lot</p> <p><b>Fire Alarm System</b></p> <p>5.05 Terminating where necessary, testing and commissioning of the Fire Detection and Alarm system installations on this floor done by others 1 Lot</p> <p><b>Distribution Boards</b></p> <p>5.06 Labelling of the Distribution Boards and associated circuits as per the design drawings using TRAFFOLYTE LABELS or approved equivalent 1 Lot</p>				
	<b>Total carried forward Next page</b>				

**SCHEDULE 6: OTHER WORKS**

Item	DESCRIPTION	Qty	Unit	Rate (PKR)	AMOUNT (PKR))
	<p>Supply, install, test &amp; commission the following complete with all fixing necessary accessories</p> <p>The contractor must visit the site to familiarize with these works and also assess the amount of work involved. The work shall be carried out such that there shall be minimal interference with the normal operation of the facility. The contractor shall allow in the rates working in odd hours and tight schedule as shall be agreed upon with the management of the facility.</p>				
6.01	1 Metre High, Lighting Bollards to match the existing, complete with all accessories and lamps in the official residence compound	4	No		
6.02	Relocation of Lighting Bollards to an appropriate location as directed on site within the official residence compound	3	No		
6.03	Spray painting of existing 1 Metre High, Lighting Bollards using marine-grade paint in an appropriate colour to match existing finishes within the official residence compound.	12	No		
6.04	Circuit comprising 2 core 4mm <sup>2</sup> PVC/SWA/PVC armoured copper cables complete with appropriate cable glands and lugs from the control pillar to the lighting fittings	60	LM		
6.05	The following for items above:-				
	a) Trenching to a depth of a minimum of 600mm	50	LM		
	b) Tiling with 'HATARI' tiles	50	LM		
	c) Back filling of the trenches	50	LM		
	<b>CABLE TRAY</b>				
6.06	300mm x 50mm deep single compartment cable tray complete with appropriate cover constructed from 14 SWG Galvanised steel complete with all coupling and earthing accessories for to along the perimeter wall adjacent of the Generators.	100	LM		
6.07	400mm High Lighting Bollards to match the existing, complete with all accessories and lamps on the drive way of the Chancery.	10	No		
6.08	Ground mounted Spot Lights for the flower gardens at the Chancery as Micro Mark or approved equivalent constructed as below: Constructed of rust proof aluminium. Tempered glass lens. Adjustable head. Size: (HxDia.) 323x98mm. Lamp: 50W aluminium reflector GU10. Quote MM73000/MM30468 for replacement lamp. IP65.	10	No		
6.09	Circuit comprising 2 core 4mm <sup>2</sup> PVC/SWA/PVC armoured copper cables complete with appropriate cable glands and lugs from the control pillar to the lighting fittings drawn in 50mm diameter HG PVC conduit.	80	LM		
<b>Total Carried Forward to the summary page</b>					

**SCHEDULE 7: IP BASED CCTV INSTALLATION WORKS.**

Item	DESCRIPTION	Qty	Unit	Rate (PKR)	AMOUNT (PKR)
	<b>Supply, install, test &amp; commission the following complete with all fixing necessary accessories</b>				
7.01	Outdoor PTZ for Exit and Parking area. as specified in particular specifications for camera type C	1	No		
7.02	PTZ controller as specified in the particular specifications for controller	1	No		
7.03	Indoor dome camera for as specified in particular specifications for camera type A.	6	No		
7.04	4 Pair Cat6E UTP Cables for Cameras	500	LM		
7.05	18U Lockable, wall mount data cabinet as described in particular specifications	2	No.		
7.06	8U Lockable, wall mount data cabinet as described in particular specifications	1	No.		
7.06	Cable managers as Siemon or Approved Equivalent for the existing data cabinet and the additional 1 No. cabinet	6	No.		
7.07	Rack mounted, 240V, 50Hz 3000VA, APC Smart-UPS RM SMT3000RM2U(240V) un-interrupted power supply unit (UPS) with USB and Serial Port or equal and approved equivalent	2	No.		
7.08	48 port (RJ-45) data patch panel for UTP cable termination as Siemon or approved equivalent.	4	No.		
7.09	1M RJ45-RJ45 Cat 6 UTP factory terminated patch cord as Siemon or approved equivalent to be used in cabinet.	24	No.		
<b>Total Carried Forward to the summary page</b>					

SUMMARY PAGE FOR ELECTRICAL & ICT WORKS

ITEM	DESCRIPTION	AMOUNT (PKR))
1.00	Preliminaries	
2.00	Schedule 1: Basement Floor of the Chancery	
3.00	Schedule 2: Ground Floor of the Chancery	
4.00	Schedule 3: First Floor of the Chancery	
5.00	Schedule 4: Rooftop Floor of the Chancery	
6.00	Schedule 5: Official Residence	
7.00	Schedule 6: External works	
8.00	Schedule 7: CCTV works	
9.00	Contingency Sum	640,000.00
<b>TOTAL FOR ELECTRICAL &amp; ICT WORKS CARRIED TO MAIN SUMMARY</b>		

TOTAL AMOUNT IN WORDS: - .....

.....

Tenderer's Name and Stamp.....

.....

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

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

Signature of witness..... Date.....

## LIFT (ELEVATOR) INSTALLATION WORKS

## GENERAL SPECIFICATIONS FOR LIFTS INSTALLATION WORKS

### 1. REGULATIONS

All Apparatus and materials supplied and work carried out shall comply with the provisions of the following documents: -

- (a) The latest Edition of Institute of Electrical Engineers of UK (I.E.E) Regulations.
- (b) The Electric Power Act of Pakistan and the Rules made thereof.
- (c) EN81 and BS C.P: 407 (1972).
- (d) Any other regulations governing lift and escalators installations in Pakistan.
- (e) Pakistan Standards and Quality Control Authority (PSQCA) standards on lifts installations.

### 2. BUILDER'S WORK BY LIFT CONTRACTOR

#### A. Lifts Shaft

- (i) The dimensions of the lift shafts **SHALL BE AS MEASURED ON SITE BEFORE SUBMISSION OF TENDER**. It shall be the responsibility of the lift Contractor to verify the dimensions of the lifts shaft before placing any orders for importation. The Employer/employer's representative will bear neither responsibility nor liability for any approximate dimensions issued – as a guide to the Contractor.
- (ii) The lift Contractor shall provide cut-outs for hall buttons, hall position indicators, hall lanterns, shaft ventilations and fire man's switch.  
  
It shall be the responsibility of the lift Contractor to provide, properly position and fix the hall buttons, hall indicators, hall lanterns, fire man's switches, door frames, sills and architraves.
- (iii) The lift Contractor shall provide the necessary scaffolding for erection of any relevant equipment and hoarding to secure the work area from general public and maintain safety of the people and other installations in the building.
- (iv) The lift Contractor shall provide temporary electricity supply for erection and shaft lighting, and thereafter a permanent supply from an appropriate isolator.

#### B. Lift Pits

The lift contractor shall provide and fix ladders where such facility may be required as stipulated in BS 5655, and terminal and over travel limit switches.

**C. Lift Motor Room**

The lift Contractor shall provide the following in the lift motor room:

- (i) Cut-outs for roping, safety gear ropes, selector tapes (where provided) cabling etc. in the lift room floor.
- (ii) Lifting beam in the form of a rolled steel joist if required.
- (iii) General lighting cable ducts and conduits and power and ventilation equipment.

**D. Access**

On the outer side of the access door to the Motor Room shall be written in red letters:

**“DANGERS 415 VOLTS – LIFT MOTOR ROOM – NO UNAUTHORIZED PERSON ALLOWED INSIDE”**

**E. Builder’s Work**

The lift Contractor shall provide for:

- (i) All chasing, shaft ventilation and making good
- (ii) All drilling and plugging of holes in floors, walls, ceiling and roofs for security services, and for equipment requiring screw or bolt fixing.
- (iii) Any purpose made fixing brackets

**3. FIREMAN’S SWITCH FOR THE LIFTS**

A fireman’s control switch shall be provided at main entrance lobby. The Fireman ‘s switch shall be of the type approved by the Engineer.

Operation of the Fireman’s switch shall stop the lift car on the next landing but without opening the car and landing doors and immediately return the lift to the ground floor irrespective of any other calls and park lift with doors open. The car will then become in-operative.

**4. EMERGENCY ALARM SYSTEM**

An emergency alarm system and an intercom shall be installed between the car, the motor room, and the reception desk on the ground floor.

The alarm system shall be clearly labeled “Emergency Alarm”. On pushing an alarm button, the system should ring simultaneously in the car, Motor room and the reception desk.

The lift Contractor shall carry out the wiring in the lift car and between machine and the reception desk. The power supply for the alarm system shall be derived from a self-recharging unit.

**5. EMERGENCY DOOR KEYS**

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

#### **6. CALL STATION AND OPERATING PANEL BUTTONS**

The call station, distributed between the lifts on each landing, and operating panel buttons shall be micro-motion push button.

#### **7. INTERFERENCE SUPPRESSION**

The lift motor and auxiliary controls shall be suppressed so as not to interfere with local radio and television reception and closed-circuit television or Electro mechanical equipment within the building. The suppression shall be carried out in accordance with B.S. 800 and all suppression devices incorporated shall comply with B.S. 5655.

#### **8. CAR EMERGENCY LIGHTING**

The lift car shall be provided with an emergency light fitting operating from a self-recharging battery unit. The emergency light will be built in the car-operating panel.

#### **9. TEST**

Both on completion of his work on the lift and at the end of the guarantee period, the lift Contractor shall carry out all the tests as required and in accordance with B.S 5655 part 7 in the presence of the Engineer and shall provide all the necessary instruments, labour and materials to do so at his cost.

Damage occurring, as a result of these tests will be made good by the Lifts Contractor to the Engineer's satisfaction at his expense.

4No. (Four) copies of the test certificates for the lift should be forwarded to the Engineer within 4 days of completion of the last test.

#### **10. TRAINING**

The tenderer shall provide in his tender for the attachment on site, for training in the maintenance of the lifts, of 2No.technicians during the dismantling, installation, testing and commissioning period.

#### **11. PROTECTION AGAINST POWER/VOLTAGE FLUCTUATIONS, SURGE AND TRANSIENT CURRENTS**

The lift equipment and all its controls shall be protected against power/ voltage fluctuations, surges and transient currents. The contractor shall provide for and install all the necessary equipment for this protection.

#### **12. INITIAL STATUTORY INSPECTION**

The tenderer shall allow in his tender for the initial statutory inspection of the lifts by an Approved Government Lift Inspector during the commissioning of the new lift, and

thereafter for inspection at intervals of six (6) months periodic time during the 12 months defects liability period. One of the inspections shall be done after the expiry of the defects liability period on confirming that all the defects (if any) have been corrected by the lift contractor.

The employer and the contractor shall, at each inspection, each retain a copy of the lift inspection certificates while the original will be submitted to the relevant authority/entity.

### **13. INITIAL MAINTENANCE**

The tenderer shall allow in his tender for the initial routine service maintenance of the new lifts once a month during the 12 months defects liability period and shall carry out all necessary adjustments and repairs, cleaning, greasing and oiling of moving parts.

During the initial maintenance of the new lift, the tenderer shall also allow in his tender 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 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.

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

A monthly report of any works done upon the installation shall be supplied to the Engineer.

### **14. REGISTRATION OF THE NEW LIFTS**

The tenderer shall allow in his tender for the registration of the new lifts with the relevant authority/entity including payments of any fees that may be required. It is the responsibility of the Contractor to avail the registration certificate to the client once the registration has been done.

### **15. INTERIOR LIFT CAR FINISHES**

The interior lift car finishes including ceiling, floor, cabin panels, car door, landing door and architraves shall as per the EXISTING lift car on site.

### **16. LIFTS MONITORING SYSTEM**

This is to be a software-based system with two (2No.) 32-inch colour monitors and key boards (**in parallel – two locations - for the client**) to monitor and control security functions at all times. They shall be located at **main reception** desk of the chancery and at **Lift Machine room**.

# **PARTICULAR SPECIFICATIONS**

## **1.0 LOCATION OF SITE**

The site of the proposed works is at **Proposed Renovation Works to Chancery and Residence at Kenya High Commission in Islamabad, Pakistan. Plot No. 1-3, Street No.27, Ramna 5, Diplomatic Enclave (Phase II)**

## **2.0 DESCRIPTION OF THE WORKS**

The works comprises the completion of the installation of the EXISTING 1No. microprocessor control-based lift including associated builders and electrical works.

The works shall involve but not limited to **replacement** of Lift motor, the microprocessor control board and any other necessary components for complete operation of the lift.

## **3.0 CLIMATE CONDITIONS**

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

- Mean maximum temperature 36 Centigrade.
- Mean minimum temperature 16 Centigrade.
- Range of relative humidity 26% - 53%
- Salt content in the atmosphere 0.08%
- Altitude 490 metres above sea level
- Solar radiation 320.5 mean max. Langleys.

Extremely heavy rainfall is experienced at certain periods of the year and the contractor shall be deemed to have taken account of this factor both in his prices and his planning of the execution of the contract works.

## **4.0 GENERAL REQUIREMENTS**

The lift Contractor shall supply, deliver unload, hoist, fix and erect, test and commission all the equipment, plant and materials in accordance with all specifications contained in this document to provide a complete and operable installation.

The lift Contractor shall become liable for defects and be responsible for the initial maintenance of the lift installed all as specified here in.

## 5.0 TECHNICAL SPECIFICATION FOR THE LIFT

### LIFT

No. of Units:	1 (1 No.)
Load:	To be obtained on site before submission of tender
Speed:	Minimum - 1.0 m/s
Drive:	AC gearless closed loop digital VVVF (microprocessor controlled)
Control System:	Electronic. Fully software based microprocessor controlled system
No. of Stops:	3 stops (LG, GF, 1 <sup>st</sup> Floors).
Travelling Cable:	Install travelling cable to serve interface for fire alarm system, C.C.T.V and Audio System (systems installed by others)
Lift Pit:	To be obtained on site before submission of tender
Head Room:	To be obtained on site before submission of tender
Normal Operation:	<b>Simplex function.</b>
Power Requirements:	415V ac, 3 phases, at 50Hz
Machinery:	Gearless Machine Room
Travel Height:	To be obtained on site before submission of tender
Shaft Size:	To be obtained on site before submission of tender

#### **Other main facilities and functions to be included:**

- : Car door operation shall be fully automatic with (infra-red)
- : electronic door sensors
- : Car position indicator with floor numbers on every floor
- : Door button – re-open
- : Voice guidance system (voice synthesizer)
- : Emergency power operation and system backing (To ensure lift stops and opens doors at the nearest floor landing in case of power failure)
- : Intercom facility – 3 way
- : Alarm power unit and bell complete with a maintained back-up power supply
- : Safe landing with deviation of not more than 3mm
- : Floor position indicator on every floor
- : Independent service key operation
- : Signal floor lantern with sounders or car arrival chimes on all floors.
- : All the lift call buttons and car operation panels must have **buttons for the disabled** (Braille for the blind and button for wheel chair users)
- : Remote control car stop (emergency)
- : Cabin ventilation shall be tropicalised high Capacity cylinder type operation.
- : Car extract fan should be powerful, quiet, drought free and multi-directional complete with maintained back-up power supply

	: Shall incorporate an Audio Visual car overload device.
	: Shall have forced ventilation key switch.
<b>Code Compliance:</b>	The lift shall comply with BS 5655 or European Specification equivalent code EN 81-20, EN 81-50 and KS 2169 -1
<b>Structural Openings:</b>	The lift Contractor shall set the landing doors at 10mm from the finished floor levels so as to get a fall away from the landing to prevent water from <b>flowing down the lift shafts when washing up.</b>
<b>Entrances:</b> operated	The lifts car shall have automatic high speed power doors
<b>Mirror:</b>	Three Quarters of height and full width on rear side of lift
<b>Door Operation:</b>	Heavy duty variable frequency driven door operators on a frame above the lift car.  Fully adjustable door open and close speeds - Micro-processor controlled.  Full curtain electronic infrared 3 dimensional detectors.  An electro mechanical type tested interlock shall be provided, fitted on the landing door and operated by the door lock cam on the lift car to prevent movement of the lift car until the landing door is both mechanically and electronically locked.
<b>Hand rails:</b>	hand rails to be provided on the three panel sides. Lower rails for wheel chair users also to be incorporated.
<b>Lighting:</b>	Indirect Lighting shall be fitted in the car to a level of 150 lux. The
<b>Emergency light:</b>	Emergency light in the lift cars shall be <b>6 watts complete with a maintained back-up power supply</b>
<b>Signal Hall Lanterns:</b>	LCD displays and different tones for up and down motions.
<b>Signal fixtures:</b>	Wide angle view car position indicator unit with high reliable LED technology.
<b>Floor buttons:</b>	Micro motion with ring illumination Brushed stainless steel plate with Braille indication and button for wheel chair users.

**Car position indicators:** Car position indicators shall be digital LCD type & Buzzers.

**Car direction indicators:** Car direction indicators shall have polycarbonate Covers and 160° angle view.

**Manual operation:** Provision shall be made for manual raising and Lowering by means of spokeless Wheel. This wheel shall be mounted on the drive motor or provided at the controls for the machine-room less lifts. This facility should be availed at the control panel

**Painting:** All parts of the control equipment, switchgear trunking bed plates and closed sections of metal parts which will not be accessible for painting after erection shall be given three coats of paint at the manufacture's works. All bright surfaces shall be coated with lacquer or other protective coating before leaving the manufacturer's works. Metal works in the lift shaft shall be painted on site with three coats of best quality oil paint. The lifts machine and other machinery located in the lifts motor room shall be painted with three coats of best quality oil paint one coat being applied after erection.

**Facilities for the Disabled:** Shall comply to EN81

**Communication & Monitoring Equipment wiring:** The lifts shall be fully equipped with an industry standard interface (LON, BACnet etc..) for Building management system interconnection for remote monitoring and control. The lifts shall also have an interface for integration with the facility's access control system.

## 6.0 INFORMATION TO BE SUPPLIED BY THE TENDERER

The tenderer shall visit the site and fill in the following information pertaining to the Lift.

ITEM	DESCRIPTION	REMARKS/FINDINGS
1	Type of Drive Motor (Geared or Gealeless)	
2	Size of the Drive Motor (kW)	
3	Country of Manufacture	
4	Power Factor	
5	Starting Current A (Amps)	
6	Running Current B (Amps)	

ITEM	DESCRIPTION	REMARKS/FINDINGS
7	Duration of Starting Current (Seconds)	
8	Lift Capacity ( Kg/Persons)	
9	Lift Speed (m/s)	
10	Landing Doors Type	
11	Landing Doors Safety Features	
12	Dimensions of Lift Car (WxD) (mm)	
13	Shaft size dimensions (WxD) (mm)	
14	Structural Openings (WxH) (mm)	
15	Headroom (Height) (mm)	
16	Travel Height (mm)	
17	Cabin floor finish	
18	Hand rails	
19	Brand, Make and Rating of Voltage stabilizer	

# **BILLS OF QUANTITIES**

## BILLS OF QUANTITIES

### PRICING OF PRELIMINARIES ITEMS

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

The Bills of Quantities are divided generally into three sections:

(a) Preliminaries – Bill No.1

Contractor's preliminaries are as per those described in Contract Preliminaries and General Conditions of Contract. The Contractor shall study the conditions and make provision to cover their cost in this Bill. The number of preliminary items to be priced by the Tenderer has been limited to tangible items such as site office, temporary works and others. However, the Tenderer is free to include and price any other items he deems necessary taking into consideration conditions he is likely to encounter on site.

(b) Installation Items – Other Bills

- (i) The brief description of the items in these Bills of Quantities should in no way modify or supersede the detailed descriptions in the contract Drawings, conditions of contract and specifications.

(c) Summary

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

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

### SPECIAL NOTES TO THE BILLS OF QUANTITIES

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

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

5. The grand total of prices in the price summary page must be carried forward to the **Grand Summary Page**.
6. Tenderers must enclose, together with their submitted tenders, detailed coloured manufacturer's Brochures detailing Technical Literature and specifications on all the equipment they intend to offer.

**STATEMENT OF COMPLIANCE**

1. I confirm compliance of all clauses of the **General Conditions, General Specifications and Particular Specifications** in this tender.
2. I confirm I have not made and will not make any payment to any person, which can be perceived as an inducement to win this tender.

Signed: \_\_\_\_\_ *for and on behalf of the Tenderer*

Date: \_\_\_\_\_

Official Rubber Stamp: \_\_\_\_\_

## BILL No. 1: PRELIMINARIES

Item	Description	Qty	Unit	Rate (PKR)	AMOUNT (PKR)
	<p>The contractor must visit the site to familiarize with these works and also assess the amount of work involved. The work shall be carried out such that there shall be minimal interference with the normal operation of the facility. The contractor shall allow in the rates working in odd hours and tight schedule as shall be agreed upon with the management of the facility.</p>				
1	<p>This is a <b>Firm-Price Contract</b> and the contractor must allow in his tender for the increase in the cost of labour and/or materials during the duration of the contract. No claims will be allowed for increased costs arising from the fluctuations in duties and/or day to day currency fluctuations.</p>	1	Item		
2	<p>The Contractor shall, when required, provide for approval at no extra cost, <b>samples of all materials</b> 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.</p>	1	Item		
3	<p>The Contractor shall carry out such <b>tests</b> of the Contract Works as required by British Standard Specifications as customary. No testing or commissioning shall be undertaken except in the presence of and to the satisfaction of the Engineer. (Contractor's own preliminary and proving tests exempted).</p>	1	Item		
4	<p>The Contractor shall allow for <b>Working Drawings</b> as may be necessary. The Working Drawings shall be complete in such detail not only that the Contract Works can be executed on site but also that the Engineer can approve the Contractor's proposals, detailed designs and intentions in the execution of the Contract Works.</p>	1	Item		
5	<p>The Contractor shall allow for <b>Record Drawings</b> and <b>Maintenance Manual</b> of the installed Contract Works.</p>	1	Item		
Sub-Total Amount Carried Forward to The Lift Works Summary Page					

**PRICE FOR THE PASSEGER LIFT**

Item	Description	Qty	Unit	Rate (PKR)	AMOUNT (PKR)
	<p><b><u>NOTES</u></b></p> <p><b>A</b> <i>The make of the lift on site is HYUNDAI that was partially installed</i></p> <p><b>B</b> <i>The Lift is Machine room type</i></p> <p><b>C</b> <i>The lift has 3No. Stops (Basement, Ground and First floor)</i></p> <p><b>D</b> <i>Bidder is STRONGLY advised to visit the site before quoting for these works to ascertain the scope of the works as well as the size of the lift shaft (hoist way) and capacity of the lift plus any other necessary detail that may assist in tendering.</i></p> <p><b><u>ADDITIONAL NOTES</u></b></p> <p>(a) State the Foreign currency, if any, on which the tender is based .....</p> <p>(b) State the exchange rate applied .....</p>				
7.01	<p><b>Supply, install, test &amp; commission the following complete with all fixing necessary accessories</b></p> <p><b>A</b> Lift traction motor</p> <p><b>B</b> lift drive, controller and associated cabling.</p> <p><b>C</b> Audio announcer in the car that announces the floor level to passengers.</p> <p><b>D</b> Over voltage and under voltage protection.</p> <p><b>E</b> Braking system assembly and signalization.</p> <p><b>F</b> Evacuation Automatic Rescue Device (ARD) system</p> <p><b>G</b> Landing Operating Panel (L.O.P)</p> <p><b>H</b> Car Operating Panel (COP)</p> <p><b>I</b> Car and counterweight buffers.</p> <p><b>J</b> Lift landing doors complete with sills</p> <p><b>K</b> Shaft lighting and painting</p> <p><b>L</b> Fireman’s switch and to be fully activated</p> <p><b>M</b> Intercom wiring</p> <p><b>N</b> Mirror in the car (At the rear panel)</p> <p><b>P</b> Any other item/system to operationalise the lift (LIST)</p> <p>    i)</p> <p>    ii)</p> <p>    iii)</p> <p>    iv)</p> <p>    ETC</p>	1	Lot		
7.02	<p><b>Inspect, service and complete the installation, test &amp; commission the following complete with all fixing necessary accessories of the following</b></p> <p><b>A</b> Assembly of lift car which comprise of car frame, , light curtain, car lighting and car ceiling</p> <p><b>B</b> Lift guide rails, guide shoes and guide brackets and in addition align the rails where necessary</p> <p><b>C</b> Roping of lift car, counterweight and over speed governor.</p> <p><b>D</b> Any other item/system to operationalise the lift (LIST)</p> <p>    i)</p> <p>    ii)</p> <p>    iii)</p> <p>    iv)</p> <p>    ETC</p>	1	Lot		
<p><b>Sub-Total Amount Carried Forward to The Lift Works Summary Next Page</b></p>					

**PRICE FOR THE PASSEGER LIFT**

Item	Description	Qty	Unit	Rate (PKR)	AMOUNT (PKR)
	<b>Sub total b/f from previous page</b>				
	<b>Supply, install, test &amp; commission the following complete with all fixing necessary accessories</b>				
7.03	Lift Monitoring system as described in the general and particular system elsewhere in this document (Page lift - )	1	Item		
7.04	Training 2No.technicians during the dismantling (where necessary), installation, testing and commissioning period.	1	Item		
7.05	Appropriate device for lift protection against power/voltage fluctuations, surges and transient currents.	1	No		
7.06	Install travelling cable to serve interface for fire alarm system, C.C.T.V and Audio System (systems installed by others)	1	Item		
7.07	Price for full service maintenance of <b>1 No. lift</b> during 12 months defects liability period for whole period @ Kshs. ....per month	1	Item		
7.08	Allow for any associated electrical works including provision of shaft lighting for <b>1 No. Lift</b>	1	Item		
7.09	Price for 4 sets of operation and maintenance manuals as described in the specifications.	1	Item		
7.1	Price for 2 sets of record drawing as described in the specifications.	1	Item		
<b>Sub-Total Amount Carried Forward to The Lift Works Summary Page</b>					

SUMMARY PAGE FOR LIFT WORKS

ITEM	DESCRIPTION	AMOUNT (PKR)
1.00	Preliminaries	
2.00	Sub-total for the lift	
3.00	<b>Contingency Sum</b>	1,000,000.00
<b>TOTAL FOR LIFT WORKS CARRIED TO MAIN SUMMARY</b>		

TOTAL AMOUNT IN WORDS: - .....

.....

Tenderer's Name and Stamp.....

.....

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

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

Signature of witness..... Date.....

## **MECHANICAL INSTALLATION WORKS**

## GENERAL MECHANICAL SPECIFICATION

### 2.01 **General**

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

### 2.02 **Quality of Materials**

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

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

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

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

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

### 2.03 **Regulations and Standards**

The Works shall comply with the current editions of the following:

- a) The United Kingdom Chartered Institute of Building Services Engineers (CIBSE) Guides.
- b) British Standard and Codes of Practice as published by the British Standards Institution (BSI)
- c) The Electricity Power Supply Authority By-laws.
- d) Local Authority By-laws.

### 2.04 **Electrical Requirements**

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

The supply power up to and including local isolators as well as all other wiring and connections to equipment shall form part of this contract and be the responsibility of the contractor.

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

The starting current of all electric motors and equipment shall not exceed the maximum permissible starting currents.

All electrical plant and equipment supplied by the contractor shall be rated for the supply voltage and frequency obtained in country. Any equipment that is not rated for the above voltages and frequencies shall be rejected by the Engineer.

**2.05 Transport and Storage**

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

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

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

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

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

**2.06 Site Supervision**

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

**2.07 Installation**

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

**2.08 Testing**

**2.08.1 General**

The contractor's attention is drawn to "Preliminaries and General Conditions".

**2.08.2 Material Tests**

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

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

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

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

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

### 2.08.3 Manufactured Plant and Equipment – Work Tests

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

The contractor shall give two weeks' notice to the Engineer of the manufacturer's intention to carry out such tests and inspections. The Engineer or his/her representative shall be entitled to witness such tests and inspections. The cost of such tests and inspections shall be borne by the contractor.

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

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

### 2.08.4 Pressure Testing

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

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

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

### 2.09 **Colour Coding**

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

### 2.10 **Welding**

#### 2.10.1 Preparation

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

#### 2.10.2 Method

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

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

#### 2.10.3 Welding Code and Construction

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

a) Pipe Welding

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

b) General Welding

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

2.10.4 Welders Qualifications

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

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

## PARTICULAR SPECIFICATIONS FOR AIR-CONDITIONING SYSTEM

### 1. Scope of Works

The works to be carried out comprises of the supply, delivery, installation, setting to work, testing and commissioning of all materials and equipment called for in this specification.

The tenderer shall include for all appurtenances and appliances not particularly called for in this specification or on the contract drawings but which are necessary for the completion and satisfactory functioning of the system.

No claim for extra payment shall be accepted from the contractor for non-compliance with the above requirements.

If in the opinion of the tenderer there exists difference between the specification and the contract drawings, the tenderer shall clarify the difference with the engineer before tendering.

### 2. Climatic Conditions

The local climatic conditions apply and all the materials and equipment used shall be suitable for these conditions

### 3 SYSTEMS DESIGN DATA

The air-conditioning systems are designed to maintain the following internal conditions with ambient conditions of 40°C DB and 65% RH

- Internal Temperature  $23 \pm 1^{\circ}\text{C}$
- Relative Humidity  $50 \pm 10\%$

The equipment described here under covers the specific requirements of equipment to be used for this contractor work and shall be used in conjunction with the accompanying contract drawings.

It shall be deemed that the tenderer has based his tender on plant and equipment which is equal in performance to that stated within the specification.

### 4 Refrigeration Piping

Refrigerant pipe work shall be approved copper tubing and fittings, and shall be properly sized in conformity with the system manufacturer specifications. Pipework shall be joined together by soldering/brazing and shall be complete with all necessary joints, reducers and accessories.

The Ozone friendly refrigerant flow shall be controlled with either a capillary tube or thermostatic expansion valve. Installation shall be carried out by competent and qualified craftsmen. The Engineer may demand proof of qualifications and experience in installation of refrigeration systems.

Pipe work shall be tested for leaks after installation to the Engineers satisfaction. It shall be properly anchored, insulated and no vibration of pipes shall be allowed during the running of the systems. An electronic leak detector shall be used to test for leaks.

### 5 VARIABLE REFRIGERANT FLOW (VRF) SYSTEM

The VRF system shall be a cooling only with reduced energy and maintenance costs. The system shall be complete with flexible and user friendly central management system that will be integrated to building management system. The system shall be capable of more personalized & accurate calculations of energy consumption. The required capacity and the relating technical parameters for the indoor units shall be electronically relayed to the system management and outdoor unit.

### 6 Inverter Controlled Outdoor Unit

The outdoor units shall be installed and mounted slab using appropriate and approved anti-vibration mounting/base. They shall be complete with hermetically sealed compressors and inverter controlled. Safety devices shall include overload/surge protection among others.

The machine to be designed for enhanced corrosion resistance and long-lasting performance should bring durability and long-lasting performance even in environments that are packed with corrosive elements.

The air conditioning unit shall allow for minimum 36 indoor units of different capacity and types to be connected to a single refrigerant circuit. It shall have an outdoor unit capacity ratio of 50-130% with nominal cooling load as stated in the bill of quantities and capacity control in the range of 10 - 130% according to the indoor cooling load.

The Unit shall be complete with the following properties and specifications:

- Corrosion resistant proven by certified tests. The outdoor fins shall be covered with corrosion resistant material such as “LG black ocean coating” or equal and approved. The aluminium fins shall be coated with epoxy resin and hydrophilic film to minimize corrosion.
- Casing constructed of 18 gauge zinc coated mild steel, zinc phosphate bonderized, coated with oven baked polyester paint and weatherized for outdoor installation. It shall have weep holes on base to allow ease of drainage. It shall have permanently attached base rails with 3-way forklift access and lifting holes.
- Hermetically sealed compressors mounted to unit base with rubber isolated hold down bolts, uniform in oil and pressures and shall have internal overload protection.
- Advanced compressor oil management system and Compact flow selector unit
- TCC link: state-of-the-art communication bus system with automatically configured addressing and shall be Building management system (BMS) compatible.
- Heat exchanger capacity controls
- Precise inverter frequency controls with intelligent power drive unit (IPDU)
- New oil returning system (refrigerant oil control system)
- High and low pressure units
- An innovation of installation with automatic address settings for indoor units with twin multiplex transmission system of no polarity.
- Condensate discharge pipe work
- Service access valves
- Voltage Surge Protector
- Auto dust removal characteristics

## **7 Indoor Cooling Unit (Evaporator)**

The indoor unit shall be connected to the door lock card system (card key-tag) through a dry contact. Each coil unit shall consist of a cooling coil, air circulating fan, fan-guard and a thermostatic expansion valve. A timer unit shall be mounted in the control panel to both the de-frosting intervals and defrosting periods, both of which shall be variable. The units shall operate with brushless DC motor type energy efficient fan motors.

The evaporator unit shall be of capacity as specified under the specified conditions, and shall be of the dry expansion type, and preferably of similar make as that of the condensing units. The unit shall be high static pressure ducted unit, cassette type, high wall mounted or ceiling mounted as will be specified by the Engineer. The coil shall be manufactured from seamless copper tubing with aluminium fins mechanically bonded to the tubes.

The panel shall be interlocked such, that on energizing the heater, the compressor, condenser and evaporator fan shall be de-energized and only re-energized when the heater is switched off by a evaporator mounted thermostat. A manual overriding switch shall by-pass the timer switch.

The air-circulating fan shall be manufactured from rigid aluminium sheet and finished in white casing. A drip tray with 25mm diameter connections shall be incorporated in the base of the casing.

The Unit shall be complete with the following:

- 1 No. air purifying filter
- Built-in drain pump to automatically drain water.
- Refrigeration pipe work with flared connections
- Fixing brackets/wall mounting kit/ground mounting kit
- Thermostat to control room temperature
- High and low pressure units
- Condensate discharge pipe work in Black PVC, 25mm diameter
- Service access valves
- Voltage Surge Protector
- Pulsed modulating valves (PMV) to permit linear variation of refrigerant flow in any circuit directly proportional to the thermal load.

## 8 Control Panel

Each system shall be provided for with a purpose made control panel fabricated from mild steel sheet of minimum SWG18 with a hinged door and then powder coated after manufacture. It shall be provided with an integral lock. It shall be complete with;

- ❖ Isolator and contactors and MCBs
- ❖ Controlling thermostat with temp range from  $-10^{\circ}\text{C}$  to  $+30^{\circ}\text{C}$
- ❖ 80mm dial thermometer with temp range from  $-10^{\circ}\text{C}$  to  $+30^{\circ}\text{C}$
- ❖ Motor starters and current overload relays
- ❖ Phase failure relay with over and under voltage protection
- ❖ Timer switch for defrost control
- ❖ Push buttons for start and stop
- ❖ Audible and visual high temperature alarm with manual reset

The panel shall also have green light running indicators, red "door open" light and equipment circuit trip lights.

## 9 System Controls Unit

The control unit shall be installed in the control room with electric wiring to all indoor and outdoor units.

Controls Unit for each system shall incorporate complete controls to ensure continuous system services. Such controls shall include protection against any possible motor overload and over-heat, central control and monitoring for all the indoor units, individual temperature setting for each indoor unit, group control, set lock for each indoor unit and shall have self-diagnosis function (display system errors).

The control unit shall control the duty and standby outdoor units to work alternately for twelve hours. This will be achieved by opening and closing of solenoid valves which will close or open the refrigerant pipes to achieve this operation.

The unit shall have a lock release to allow for control of the system by using wireless and wired remote control at the place where the indoor unit is installed. It shall also have a setup of a weekly and detailed schedule of the individual air conditioner.

The control unit shall have an open network controls designed for building management systems. It shall also have diagnostic software that will enable download of all operating parameters and instant analysis for commissioning and service. The control system shall be complete with;

- Weekly timer for a 7 day timer complete with day omit
- Infrared wireless remote controller
- Remote temperature sensor for all indoor units
- Network/protocol adaptor kit to enable integration with artificial intelligence network
- External master on/off control board
- Error output control board and Power peak cut control board
- Touch screen controller for full control of up to 256 indoor units
- Intelligent server and software package to allow connection to touch screen controller
- Energy monitoring interface

**BILLS OF QUANTITIES - PROPOSED RENOVATION WORKS AT KENYA HIGH COMMISSION,  
ISLAMABAD**

Item	Description	Qty	Unit	Rate (PKR)	Cost (PKR)
	<b>CHANCERY OFFICE</b>				
	<b>GENERAL GUIDELINES</b> The contractor must visit the site to familiarize with these works and also assess the amount of work involved. The work shall be carried out such that there shall be minimal interference with the normal operation of the facility. The contractor shall allow in the rates working in the odd hours and tight schedule as shall be agreed upon with the management of the facility.				
	<b>SANITARY APPLIANCES</b> Price for supply, delivery to site, install, test and commission the following sanitary appliances complete with all the accessories including all connections to the services, waste, jointing to water supply overflows, supports and all plugging and screwing to walls and floors.  (i) All sanitary fittings shall be in approved colour.  (ii) The Model and Ref No. indicated is only a guide to the type and quality of fittings.  (iii) Equivalent and Approved models may be acceptable.				
	<b>Water Closet (WC) Demolition</b>				
A	Allow for careful removal of the existing floor mounted water closet pan and cistern and handover to the client.	12	No.	-	-
	<b>Water Closet Suite - Chancery Offices Washrooms</b>				
B	Supply and install close-coupled water closet suite with 'P'-trap in approved colour complete with horizontal outlet to BS 3402 with 6 litre dual-flush ceramic cistern and fittings including siphon, 15mm diameter side inlet ball valve, 20mm diameter side overflow, plastic flush bend, dual flush system, inlet connection, chrome-plated flush button and heavy plastic seat and cover with metal top fixed (chrome plated) hinges. All to be as Duravit D-Code (Horizontal outlet) CAT No. 2111090000 water closet or equal and approved.	13	No.	-	-
	<b>Grab Rails</b>				
C	4No. Grab rails for the disabled toilet consisting of 1No. hinged support rail with toilet roll holder 770mm long manufactured in nylon coated aluminium with grip and mounted on a wall fixing plate plate size 230x100 mm, 3No. 600mm grab rails with covered wall plates. To be as Cera Grab rails or equal and approved.	2	Set	-	-
	<b>Wash Hand Basin (WHB) Bottle Traps</b>				
D	Allow for careful removal of the existing flexible drainage connector and replace with bottle trap and a rigid 32mm diameter pipe to the existing pipe wash hand basin size 550 x 500mm with one tap hole, 32mm diameter chrome plated chain waste, pedestal, chain stay hole and heavy duty plastic bottle trap (32mm 'P' trap) with 75mm seal. As Duravit D-Code series or approved equivalent.	13	Item	-	-
<b>Total Carried Forward to Collection Page</b>					-

Item	Description	Qty	Unit	Rate (PKR)	Cost (PKR)
	<b>Kitchen Sink (DBDD) Drainage Repair</b>				
A	Allow for 2No. kitchen sinks drainage repair for both first floor and ground floor.	1	Item	-	-
	<b>Flexible Tubings for all New Fittings</b>				
B	15mm diameter x 300mm long flexible connectors complete with integral chrome plated angle valve as Cobra or equal and approved.	15	No	-	-
	<b>Paper Dispenser</b>				
C	Tissue paper dispenser for dispensing 275mm paper tissue. The dispenser shall include a casing having a narrow dispensing slot in the bottom surface. The dispenser should have a proper mechanism to prevent excessive quantities of tissue. The paper dispenser as mediclinics #PR2787 or equal approved colour.	5	No.	-	-
	<b>Arabic Shower</b>				
D	Supply and install chrome plated arabic shower for ground floor male washroom. To replace the leaking arabic shower.	1	No.	-	-
<b>Total Carried Forward to Collection Page</b>					-

Item	Description	Qty	Unit	Rate (PKR)	Cost (PKR)
	<b>GUARD HOUSES</b>				
	<b>SANITARY APPLIANCES</b>				
	Price for supply, delivery to site, install, test and commission the following sanitary appliances complete with all the accessories including all connections to the services, waste, jointing to water supply overflows, supports and all plugging and screwing to walls and floors.				
	(i) All sanitary fittings shall be in approved colour.				
	(ii) The Model and Ref No. indicated is only a guide to the type and quality of fittings.				
	(iii) Equivalent and Approved models may be acceptable.				
	<b>Water Closet (WC) Demolition</b>				
A	Allow for careful removal of the existing floor mounted asian type water closet pan and cistern and handover to the client.	2	No.	-	-
	<b>Squatting Water Closet Suite - Guard House</b>				
B	Supply and install squatting water closet suite with 'S'-trap in approved colour complete with horizontal outlet to BS 3402 with 6 litre dual-flush plastic cistern and fittings including siphon, 15mm diameter side inlet ball valve, 20mm diameter side overflow, plastic flush bend, dual flush system, inlet connection, chrome-plated flush button. All to be as Proson Dual Flush water closet or equal and approved.	2	No.	-	-
	<b>Wash Hand Basin (WHB) - Guard House</b>				
C	Supply and install pedestal wash hand basin size 550 x 500mm with one tap hole, 32mm diameter chrome plated chain waste, pedestal, chain stay hole and heavy duty plastic bottle trap (32mm 'P' trap) with 75mm seal. As Duravit D-Code series or approved equivalent.	2	No.	-	-
	<b>Basin Taps for Guard House</b>				
D	Chrome plated non-conculsive time delay press action pillar tap complete with all accessories. The tap to be as Cobra or Vado or equal and approved.	2	No.	-	-
	<b>Splash Area Fittings</b>				
E	15mm diameter chrome plated bib tap for the splash area and to be as Cobra ref.107EC taps or equal and approved.	2	No.	-	-
	<b>Flexible Tubings</b>				
F	15mm diameter x 300mm long flexible connectors complete with integral chrome plated angle valve as Cobra or equal and approved.	4	No	-	-
	<b>Robe Hook</b>				
G	Chrome plated double robe hook mounted by concealed screws to door or wall as shall be directed. To be as Vado accessories or equal and approved.	2	No.	-	-
	<b>Toilet Roll Holder</b>				
H	Chrome plated wall mounted single spidle toilet roll holder as Vado accessories or equal and approved.	2	No.	-	-
<b>Total Carried Forward to Collection Page</b>					-

Item	Description	Qty	Unit	Rate (PKR)	Cost (PKR)
A	<p><b>Mirror</b> 6mm thick polished plate glass silver backed mirror with bevelled edges, size 610 x610mm, Plugged and screwed to wall with 4No. chrome plated dome capped screws. The mirror shall rest against a layer of 5mm thick foam.</p>	2	No.	-	-
B	<p><b>Soap Dispenser</b> Wall mounted soap dispenser with a capacity of about 1.2 litre having a press action soap release mechanism complete with fixing screws. Allow for initial soap supply. To be as Mediclinics vertical soap dispenser DJ0111C or approved equivalent.</p>	2	No	-	-
<b>Total Carried Forward to Collection Page</b>					-

Item	Description	Qty	Unit	Rate (PKR)	Cost (PKR)
	<b>DSQ ROOMS</b>				
	<b>SANITARY APPLIANCES</b>				
	Price for supply, delivery to site, install, test and commission the following sanitary appliances complete with all the accessories including all connections to the services, waste, jointing to water supply overflows, supports and all plugging and screwing to walls and floors.				
	(i) All sanitary fittings shall be in approved colour.				
	(ii) The Model and Ref No. indicated is only a guide to the type and quality of fittings.				
	(iii) Equivalent and Approved models may be acceptable.				
	<b>Squatting Water Closet Suite - DSQs</b>				
A	Supply and install squatting water closet suite with 'S'-trap in approved colour complete with horizontal outlet to BS 3402 with 6 litre dual-flush plastic cistern and fittings including siphon, 15mm diameter side inlet ball valve, 20mm diameter side overflow, plastic flush bend, dual flush system, inlet connection, chrome-plated flush button. All to be as Proson Dual Flush water closet or equal and approved.	1	No.	-	-
	<b>Wash Hand Basin (WHB)</b>				
B	Supply and install pedestal wash hand basin size 550 x 500mm with one tap hole, 32mm diameter chrome plated chain waste, pedestal, chain stay hole and heavy duty plastic bottle trap (32mm 'P' trap) with 75mm seal. As Duravit D-Code series or approved equivalent.	1	No.	-	-
	<b>Basin Taps</b>				
C	Supply and install new wash hand basin star handle tap and stainless steel grating. The tap and fittings to be as Vado fittings or equal and approved.	1	No.	-	-
	<b>Instant Water Heater</b>				
D	Supply and install new instant water heater to be installed under the wash hand basin countertop. The instant water heater and fittings to be as Lorenzetti Versatile undersink water heater or equal and approved.	1	No.	-	-
	<b>Flexible Tubings</b>				
E	15mm diameter x 300mm long flexible connectors complete with integral chrome plated angle valve as Cobra or equal and approved.	2	No	-	-
	<b>Robe Hook</b>				
F	Chrome plated double robe hook mounted by concealed screws to door or wall as shall be directed. To be as Vado accessories or equal and approved.	2	No.	-	-
	<b>Toilet Roll Holder</b>				
G	Chrome plated wall mounted single spidle toilet roll holder as Vado accessories or equal and approved.	1	No.	-	-
<b>Total Carried Forward to Collection Page</b>					-

Item	Description	Qty	Unit	Rate (PKR)	Cost (PKR)
A	<p><b>Mirror</b> 6mm thick polished plate glass silver backed mirror with bevelled edges, size 610 x610mm, Plugged and screwed to wall with 4No. chrome plated dome capped screws. The mirror shall rest against a layer of 5mm thick foam.</p>	1	No.	-	-
B	<p><b>Soap Dish</b> Chrome plated wall mounted corner soap rack with two racks. To be as Vado Accessories or approved equivalent.</p>	1	No	-	-
C	<p><b>Towel Rail</b> Chrome plated 600mm long towel rail and brackets as one piece. To be as Vado accessories or equal and approved.</p>	1	No.	-	-
D	<p><b>Stop Cork and Splash Tap for DSQ Shower</b> Chrome plated shower stop cork and 15mm diameter chrome plated bib tap as Cobra ref.107EC CP taps or equal and approved.</p>	1	No.	-	-
E	<p><b>Instantaneous Shower Heater</b> Instant electric shower head heater with embedded rod type sheathed element. Electrically insulated with electronic temperature control complete with wide rose and overflow to withstand a working pressure of upto 400kpa. It shall have a heating capacity of about 5.5kw and complete with extension shower arm and 4mm<sup>2</sup> electric supply cable to neon lit DP switch, all to be as "Lorenzetti" or equal and approved</p>	1	No.	-	-
<b>Total Carried Forward to Collection Page</b>					-

Item	Description	Qty	Unit	Rate (PKR)	Cost (PKR)
	<b>Hosereel Fire Protection</b>				
	Supply and install the following fire fighting installation and equipment as described and shown on the contract drawings or as shall be instructed by the Engineer. Tenderers should allow for all fittings, jointings couplings including unions and clamps where necessary for the proper functioning of the installation when pricing.				
	<b>Hosereel</b>				
A	20mm diameter 30m long swinging type hose reel complete with delivery valve, mild steel feed pipe, isolation valve, guide and all other accessories complying with BS EN671-1 as "NAFFCO" or equal and approved.	7	No.	-	-
	<b>Associated Pipework</b>				
	Supply and installation of galvanized mild steel piping and fittings with screwed & socketed joint to heavy grade class "B" to BS. 1387. The thickness to comply with heavy gauge class C galvanized pipe standards.				
	<b>GMS Pipework, Class B</b>				
B	25mm diameter pipework	36	Lm	-	-
C	50mm diameter pipework	60	Lm	-	-
	<b>Bends</b>				
D	25mm diameter bend	28	No.	-	-
E	50mm diameter bend	12	No.	-	-
	<b>Tees</b>				
F	50mm diameter equal tee	8	No.	-	-
	<b>Valves</b>				
G	25mm diameter approved medium pressure screw down full way non-rising stem wedge gate valve to BS 1952, with wheel and head joints to steel tubing. The gate valve to be as PEGLER or approved equivalent.	7	No.	-	-
H	Ditto but 50mm diameter valve	1	No.	-	-
	<b>Reducers</b>				
I	50 x 25mm diameter reducer	7	No.	-	-
	<b>Unions</b>				
J	25mm diameter union	7	No.	-	-
	<b>Painting</b>				
K	Allow for painting of the hose reel installation with 3 coats of super gloss paint on a etching primer coat to the approval of the Project Engineer.	1	Item	-	-
<b>Total Carried Forward to Collection Page</b>					-

Item	Description	Qty	Unit	Rate (PKR)	Cost (PKR)
	<p><b><u>Portable Fire Extinguishers</u></b></p> <p>Install, test and commission the following portable fire extinguishers and conforming to BS EN 3 and <b>LPCB Approved</b>, internally coated with polyolefin based thermosetting polymer resin as NAFFCO or approved equivalent.</p>				
A	<p><b>Carbon Dioxide Gas Fire Extinguisher</b></p> <p>5kg carbon dioxide gas portable fire extinguisher complete with pressure gauge, initial charge and mounting brackets.</p>	3	No	-	-
B	<p><b>Dry Chemical Powder Fire Extinguisher</b></p> <p>9kg dry chemical powder portable fire extinguisher complete with pressure gauge, initial charge and mounting brackets.</p>	3	No	-	-
C	<p><b>Fire Notices</b></p> <p>Allow for fire signage for the hose reel system, fire exits and fire instructions as described in the particular specifications and to the Project Engineer's approval.</p>	3	No	-	-
D	<p><b>Automatic Dry Chemical Powder Fire Extinguisher</b></p> <p>15kg automatic dry chemical powder fire extinguisher complete with pressure gauge, initial charge, glass bulb, sprinkler head and mounting base. The operating temperature of the bulb shall be 68°C. The unit shall be mounted on the concrete slab ceiling using purpose-made screws and to be as NAFFCO or equal and approved.</p>	2	No	-	-
E	<p><b>Hosereel Pumpset</b></p> <p>A set of submersible pumps for pumping water to hosereels. The pump shall be capable of delivering 5m<sup>3</sup> per hour against a head of 45 meters. The pump shall be complete with gate valves, non-return valves, flow switch and 10 meters long power cable. The pump to be as Pedrollo model or approved equivalent.</p>	1	Set	-	-
F	<p><b>Hosereel Pumpset Control Panel</b></p> <p>Control panel for the submersible pumps above complete with wiring and all associated electrical wiring. The control to include a float switch cable from the panel to the underground water tank.</p>	1	No.	-	-
G	<p><b>Underground Water Tank Fittings - Suction Pipes</b></p> <p>Provide 50mm diameter suction PPR PN20 pipe connections to existing concrete water tank. The suction pipes to be approximately 5 meters long and to include the bends to the tank and 40mm diameter foot valve and strainer.</p>	3	Item	-	-
H	<p><b>Underground Water Tank Cleaning</b></p> <p>Allow for emptying water from the existing underground water tank and carefully and thoroughly cleaning the water tank to the satisfaction of the project engineer.</p>	1	Item	-	-
<b>Total Carried Forward to Collection Page</b>					-

**COLLECTION PAGE FOR INTERNAL PLUMBING AND DRAINAGE WORKS**

Item	Description		Amount (PKR)
1	Total carried forward from page M-1	.....	-
2	Total carried forward from page M-2	.....	-
3	Total carried forward from page M-3	.....	-
4	Total carried forward from page M-4	.....	-
5	Total carried forward from page M-5	.....	-
6	Total carried forward from page M-6	.....	-
7	Total carried forward from page M-7	.....	-
8	Total carried forward from page M-8	.....	-
<b>Total Plumbing and Drainage Works Carried to Summary Page</b>			-

**AIR CONDITIONING INSTALLATION**

<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Rate (PKR)</b>	<b>Amount (PKR)</b>
	<p><b>GROUND AND FIRST FLOOR CHANCERY OFFICE</b></p> <p><b>NEW SPLIT AIR CONDITIONING SYSTEM</b></p> <p>Supply, installation, testing and commissioning of the following <b>new</b> split air conditioning units. All the units shall have cooling and heating capabilities (<b>Heat Pump</b>). These new unit will replace the existing non-functioning air conditioners both indoor units and outdoor units The indoor unit shall be heat pump air conditioning unit. The air conditioning unit shall be supplied complete with room thermometer, room thermostat controls and wireless remote control device. It shall charged with R410A refrigerant or any other non ozone depleting refrigerant. The unit shall be such that if the power supply goes off, it will start automatically after power is restored within three minutes delay. The outdoor unit shall have matching capacity with the indoor unit. The unit shall be "LG" Model or equal and approved. The indoor unit shall have the following capacity:</p> <p>The following are the <b>high wall</b> indoor units capacity:</p>				
A	5.3KW (18,000 Btu/hr)	12	No.	-	-
B	7.1KW (24,000 Btu/hr)	2	No.	-	-
C	10.5KW (36,000 Btu/hr)	1	No.	-	-
	The following are the <b>cassette type</b> indoor units capacity:				
D	7.1KW (24,000 Btu/hr)	3	No.	-	-
	The following are the <b>ducted type</b> indoor units capacity:				
E	10.5KW (36,000 Btu/hr)	1	No.	-	-
F	14.2KW (48,000 Btu/hr)	1	No.	-	-
	<b>Refrigeration Pipework</b>				
G	Refrigeration liquid line pipework including 25mm Amaflex insulation. Include connection to existing copper pipes	40	LM	-	-
H	Refrigeration gas line pipework including 25mm Amaflex insulation. Include connection to existing copper pipes	40	LM	-	-
	<b>Drainage</b>				
I	Allow 25mm PVC drainage pipework and fittings from the indoor units to the existing drainage pipes.	20	Item	-	-
<b>Total Carried Forward to Collection Page for New Air Conditioning Works</b>					<b>-</b>

Item	Description	Qty	Unit	Rate (PKR)	Amount (PKR)
A	<b>Refrigerant</b> Allow R410A refrigerant for charging air conditioning system or any other non-ozone depleting refrigerant.	1	Item	-	-
B	<b>New Surge Protector</b> Supply and install power surge protector as Solatek to suite or equal and approved.	20	No.	-	-
C	<b>Electrical Works</b> Allow for associated electrical works from the local isolator provided by others within one meter to the air conditioning units and wiring from indoor unit to outdoor unit.	1	Item	-	-
<b>Total Carried Forward to Collection Page for New Air Conditioning Works</b>					-

Item	Description	Qty	Unit	Rate (PKR)	Amount (PKR)
	<p><b>GROUND AND FIRST FLOOR CHANCERY OFFICE</b></p> <p><b>SERVICING OF SPLIT AIR CONDITIONING SYSTEM</b></p> <p>Service the following existing split air conditioning units. All the units have cooling and heating capabilities (<b>Heat Pump</b>). These shall involve changing of the air filters, installing new surge protector and making air conditioners both indoor units and outdoor units to functioning properly.</p> <p>The following are the high wall indoor units capacity:</p>				
A	5.3KW (18,000 Btu/hr)	6	No.	-	-
B	7.1KW (24,000 Btu/hr)	4	No.	-	-
C	10.5KW (36,000 Btu/hr)	1	No.	-	-
	The following are the ducted type indoor units capacity:				
D	10.5KW (36,000 Btu/hr)	1	No.	-	-
E	14.2KW (48,000 Btu/hr)	3	No.	-	-
	The following are the cassette type indoor units capacity:				
F	7.1KW (24,000 Btu/hr)	1	No.	-	-
	<b>Trunking for Refrigeration Pipework on the Roof</b>				
G	Supply and install 300x50mm plastic trucking for concealing the insulated refrigerant pipework.	12	LM	-	-
	<b>Refrigerant</b>				
H	Allow R410A refrigerant for charging air conditioning system or any other non-ozone depleting refrigerant.	1	Item	-	-
	<b>Surge Protector - New</b>				
I	Supply and install power surge protector as Solatek to suite or equal and approved.	16	No.	-	-
<b>Total Carried Forward to Collection Page for Air Conditioning Works Servicing</b>					-

Item	Description	Qty	Unit	Rate (PKR)	Amount (PKR)
	<p><b>DSQ, GUARD HOUSES, CONSULAR OFFICE (DRIVERS) AND EXTRA FOR OFFICIAL RESIDENCE</b></p> <p><b>NEW SPLIT AIR CONDITIONING SYSTEM</b></p> <p>Supply, installation, testing and commissioning of the following <b>new</b> split air conditioning units. All the units shall have cooling and heating capabilities (<b>Heat Pump</b>). These new unit will replace the existing non-functioning air conditioners both indoor units and outdoor units The indoor unit shall be heat pump air conditioning unit. The air conditioning unit shall be supplied complete with room thermometer, room thermostat controls and wireless remote control device. It shall charged with R410A refrigerant or any other non ozone depleting refrigerant. The unit shall be such that if the power supply goes off, it will start automatically after power is restored within three minutes delay. The outdoor unit shall have matching capacity with the indoor unit. The unit shall be "LG" Model or equal and approved. The indoor unit shall have the following capacity:</p> <p>The following are the <b>high wall</b> indoor units capacity:</p>				
A	5.3KW (18,000 Btu/hr)	7	No.	-	-
	<b>Refrigeration Pipework</b>				
B	Refrigeration liquid line pipework including 25mm Amaflex insulation.	14	LM	-	-
C	Refrigeration gas line pipework including 25mm Amaflex insulation.	14	LM	-	-
	<b>Drainage</b>				
D	Allow 25mm PVC drainage pipework and fittings from the indoor units to the existing drainage pipes.	7	Item	-	-
	<b>Refrigerant</b>				
E	Allow R410A refrigerant for charging air conditioning system or any other non-ozone depleting refrigerant.	1	Item	-	-
	<b>New Surge Protector</b>				
F	Supply and install power surge protector as Solatek to suite or equal and approved.	7	No.	-	-
	<b>Electrical Works</b>				
G	Allow for associated electrical works from the local isolator provided by others within one meter to the air conditioning units and wiring from indoor unit to outdoor unit.	1	Item	-	-
	<b>Sweep Fans</b>				
H	Allow for replacement of the existing sweep fan with <b>new</b> 1200mm sweep fans for DQS and exit guard house.	8	No.	-	-
<b>Total for New Air Conditioning Works Carried Forward to Collection Page</b>					-

**COLLECTION PAGE FOR AIR CONDITIONING WORKS**

<b>Item</b>	<b>Description</b>		<b>Amount (PKR)</b>
1	Total carried forward from page M-10	.....	-
2	Total carried forward from page M-11	.....	-
3	Total carried forward from page M-12	.....	-
4	Total carried forward from page M-13	.....	-
<b>Total Split Air Conditioning Works Carried to Summary Page</b>			-

Item	Description	Qty	Unit	Rate (PKR)	Cost (PKR)
	<b>MECHANICAL VENTILATION - GROUND AND FIRST FLOOR WASHROOMS</b>				
	<b>Ductwork for Roof</b>				
A	Galvanised mild steel ductwork 22 SWG, 0.8mm thick complete with bends, transformation pieces, offsets, joints, branches, gaskets, supports, sleeves, stiffeners, splitters, turning vanes, test holes, access doors and any other accessories necessary for the complete laying of the ductwork.	36	SM	-	-
	<b>Air Extract Fans - Installation Only</b>				
B	Allow for installation of <b>existing</b> air extract fans on the roof for the common washrooms. The contractor to allow for servicing of the existing air extract fan.	2	Item	-	-
	<b>Servicing of Existing Ductwork and Grilles</b>				
C	Allow for servicing of the existing air extract ductwork from the roof to the washrooms including the balancing of the system.	1	No.	-	-
	<b>External Weather Louvres</b>				
D	Supply and install 450mm x 450mm high external weather louvers with a weather resistant external cover complete with galvanized coated wire mesh screen on the front face and frame fabricated from extruded aluminium sections. As "TROX" or equal and approved.	2	No.	-	-
E	Supply and install fully wired PIR presence detector sensor	5	No.	-	-
	<b>Associated Electrical Works</b>				
F	Allow for electrical works including wiring and fitting from the local isolator provided by others within 5 metres to the fan units. It shall include a push and turn safety switch near the fan for isolation during maintenance.	1	Item	-	-
	<b>Flexible Connector</b>				
G	Allow for flexible connections of rubber bellows or Neoprene for connection of the fan unit to the ductwork.	2	Set	-	-
	<b>Testing and Commissioning</b>				
H	Allow for testing and commissioning of all the installations and to the satisfaction of the project Engineer.	1	Item	-	-
<b>Total Cost for Mechanical Ventilation Works Carried Forward to Collection Page</b>					-

**COLLECTION PAGE FOR MECHANICAL VENTILATION WORKS**

Item	Description		Amount (PKR)
1	Total carried forward from page M-15	.....	-
<b>Total Mechanical Ventilation Works Carried to Summary Page</b>			-

**PROPOSED RENOVATION WORKS AT KENYA HIGH COMMISSION, ISLAMABAD**

**SUMMARY PAGE FOR MECHANICAL WORKS - PHASE II**

Item	Description		Cost (PKR)
1	Total for Sanitary Fittings, Plumbing and Drainage Works	.....	-
2	Total for Split Air Conditioning Works	.....	-
3	Total for Mechanical Ventilation Works	.....	-
4	<b>Contingency Sum</b>	.....	<b>750,000.00</b>
	<b>Sub-total</b>	.....	-
	<b>Total Cost for Mechanical Works</b>		-

Amount in words.....

.....

Tenderer's Name and Stamp

.....

Address .....

Period To Execute The Works .....

Tenderer's V.A.T No .....

Tenderer's P.I.N No .....

Telephone No. ....

Mobile No. ....

Tenderer's Signature ..... Date.....

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

ITEM	DESCRIPTION	QTY	UNIT	RATE (PKRs)	AMOUNT (PKRs)
	<u>PROVISIONAL SUMS</u>				
	<u>The provisional sums below are part of this contract. Tenderers to note that these sums shall be expended on instruction of the Engineer. The sums must be carried forward to Grand Summary failure to which the tender shall be rejected.</u>				
	<u>Signages</u>				
A	Allow for a sum of PKRs 1,000,000.00 (Pakistan Rupees One Million) only for Signage Works to be designed later by the Project Engineer.		SUM		1,000,000.00
	<u>Landscape Works</u>				
B	Allow for PKRs. 2,500,000.00 (Pakistan Rupees Two Million Five Hundred Thousand) only for Landscape Works.		SUM		2,500,000.00
	<u>New Storm Water Drainage</u>				
C	Provide for PKRs 2,500,000.00 (Pakistani Rupees Two Million) only for construction of new Storm Water Drainage.		SUM		2,500,000.00
	<u>Contingency</u>				
D	Allow for a sum of PKRs 6,000,000.00 (Pakistan Rupees Six Million) only for contingencies		SUM		6,000,000.00
	<b>Total for Provisional Sums carried forward to Grand Summary</b>				<b>12,000,000.00</b>

ITEM	DESCRIPTION	AMOUNT (PKRs)
<u>GRAND SUMMARY</u>		
A	Preliminaries	
B	Repair Works to Chancery	
C	Repair Works to Residence	
D	Repair Works to Servant Quarter	
E	Repair Works to Boundary wall	
F	Electrical Works	
G	Lift Installation	
H	Mechanical Works	
J	Provisional Sums	12,000,000.00
	Sub-total (1)  <u>LESS</u> Discount on account of estimated value of Office Block/Chancery re-usable paving blocks salvaged during demolition of drive way.	
	<b>TOTAL TENDER SUM CARRIED TO FORM OF TENDER</b>	

Amount in words: Pakistani Rupees.....

.....only

Contractor's Name.....

Address.....

Signature.....

Rubberstamp.....

Date.....