



TENDER DOCUMENT

**PROPOSED RENOVATION AND MAINTENANCE OF
BIOSAFETY LEVEL 3 (BSL-3) LABORATORIES AT NATIONAL
PUBLIC HEALTH LABORATORY (BLOCK-B) AT THE
DEPARTMENT OF LABORATORY SERVICES, MINISTRY OF
HEALTH**

AMREF HEALTH AFRICA IN KENYA

TENDER NO.: AMREF/23/08/2022/012

LOT NUMBER THREE (3)

(GENERAL ELECTRICAL WORKS, CCTV AND ACCESS CONTROL SYSTEM)

INTRODUCTION

Amref Health Africa hereinafter referred to as the Client, Employer and Project Manager intends to invite contractors to tender for the Proposed Renovation and Maintenance of Biosafety Level 3 (BSL-3) laboratories, National TB Reference Laboratory (NTRL) and National HIV Reference Lab (NHRL) at National Public Health Laboratory (Block-B) at the Department of Laboratory Services, Ministry of Health.

Proposed Renovation and Maintenance of Biosafety Level 3 (BSL-3) laboratories will comprise supply, installation, testing and commissioning of general electrical works, CCTV and access control systems.

The BSL-3 is a highly specialized containment laboratory designed to handle epidemics of global public health concern and other Valuable Biological Materials (VBM) for both virology and Multidrug-Resistant TB (MDR TB). These containment laboratories are operated by Building Management System (BMS) and Heating, Ventilation and Air Conditioning (HVAC) Systems to achieve containment conditions.

This system is housed in National HIV Reference Laboratory and National TB Reference Laboratory.

SIGNATURE AND SPECIAL NOTES

Supplied as part of the contract for;

Proposed Renovation and Maintenance of Biosafety Level 3 (BSL-3) laboratories, National TB Reference Laboratory (NTRL), and National HIV Reference Lab (NHRL) at National Public Health Laboratory (Block-B) at the Department of Laboratory Services, Ministry of Health.

PREPARED & ISSUED BY:

Amref Health Africa
P.O Box 30125 - 00100
Nairobi

The contract for the above-mentioned works entered into on the day of 20 by the undersigned parties, refers to these Bills of Quantities consisting and the Ministry of Works general specification dated 1976, (together with any amendments thereto issued since the date of publication) which shall be read and construed as part of the said contract.

.....
CONTRACTOR

.....
CLIENT
AMREF HEALTH AFRICA

Date:

Date:

SPECIAL NOTES

The contractor is required to check the pages of these Bills of Quantities together with all collections and summaries and should he find any missing or should the contractor be in doubt of the precise meaning of any items of figures, for any reason whatsoever, he must inform the PROJECT MANAGER in order that the correct meaning may be decided before the date for submission of Tenders.

No liability will be admitted or claim allowed in respect of errors in the contractor's tender due to mistakes in the Bills of Quantities which should have been rectified in the manner described above.

The Bills of Quantities and General Specifications shall be read and construed together and wherever descriptions in the Bills of Quantities do not agree with descriptions in the General Specifications, then the Bills of Quantities shall override.

In the event of any discrepancies arising between the Bills of Quantities and actual works the site measurements shall generally take precedence. However, such discrepancies between any contract documents shall immediately be referred to the PROJECT MANAGER in accordance with Clause 22 of the conditions of Contract. The discrepancies shall then be treated as a variation and be dealt with in accordance with Clause 22 of the said Conditions.

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PART A: TECHNICAL REQUIREMENTS

SECTION 1: Invitation to Tender

1. Amref Health Africa invites sealed bids from eligible candidates Proposed Renovation and Maintenance of Biosafety Level 3 (BSL-3) laboratories, National TB Reference Laboratory (NTRL) and National HIV Reference Lab (NHRL) at National Public Health Laboratory (Block-B) at the Department of Laboratory Services, Ministry of Health as listed below;

Lot	Description
1	Builders and Associated Mechanical Works (Renovations) at the National TB Reference Laboratory (NTRL) and National HIV Reference Lab (NHRL) at National Public Health Laboratory (Block-B) at the Department of Laboratory Services, Ministry of Health.
2	Maintenance of Biosafety Level 3 (BSL-3) Building Management System (BMS) and Heating, Ventilation and Air Conditioning System (HVAC System) at the National Public Health Laboratory (Block-B) at the Department of Laboratory Services, Ministry of Health.
3	Supply, installation, testing and commissioning of General Electrical Works, CCTV and Access Control Works at the National Public Health Laboratory (Block-B) at the Department of Laboratory Services, Ministry of Health.

2. This tender document is only for **Lot Number Three (3)**.
3. Interested eligible bidders may obtain further information from the **Amref Health Africa website** www.amref.org
4. Complete sets of tender documents can be downloaded from Amref Health Africa website; <http://amref.org/ways-to-give/tenders/> by interested bidders upon payment of non-refundable fee of **KES 2000 Per Lot**. The payment should be made through the following Bank account(s): **Kenya Commercial Bank, Kipande House Branch, Account No: 1111429243 OR National Bank of Kenya, Wilson Branch, Account No: 01020058235400**.
5. Candidates will then attach the original banking/deposit slip to the tender documents as proof of purchase. Candidates interested in buying more than one lot **Must** pay for each lot separately and attach the original banking/deposit slips respectively to the tender document.
6. Completed tender documents for preliminary, technical requirements and filled BOQ are to be enclosed in a plain envelope marked with the tender reference number and tender name. **Please note that only one complete tender document per lot is required (Do not provide additional copies per lot)**.
7. Tenders must be delivered to the address below not later than **Wednesday 7th September, 2022 at 12.00 noon** and must be accompanied by a tender security of **KES 368,754.00** in the Currency specified in the tender document in the form of a bank guarantee from a reputable bank and must be delivered with the Tender Documents in the technical bid, **(bid bonds from insurance companies will NOT be accepted)**.

8. Tenders should be dropped at the Amref Health Africa - KCO Big Tender Box at the Main Reception. Tenders will be opened at 12 noon on the closing date in the presence of the Tenderers' representatives who choose to attend at the Amref Health Africa Large Lecture room. Electronic bidding will not be permitted. No bids will be accepted after 12 noon on the closing day.

Prices quoted should be inclusive of VAT and all other applicable taxes and must be in Kenya Shillings and shall remain valid for 90 days from the closing date of the tender.

NOTE: Global Fund grants are tax exempt. Bidders will be required to submit quotations inclusive of 16% VAT. Payment(s) to the successful bidder(s) shall be made in total exclusive of VAT and tax exemption certificate will be issued accordingly. Successful applicants shall be required to submit proforma invoice and valid tax compliance certificate upon receipt of LPO for processing of specific VAT exemption certificate.

Pre-Bid Conference

Interested eligible bidders are also invited for a pre-bid conference to be on **Friday 26th August, 2022** starting **9 a.m. to 11 a.m.** To access the Link for registration for the pre-bid conference, log onto Amref Health Africa website <http://amref.org/ways-to-give/tenders/>

Amref Health Africa reserves the right to accept or reject any or all bids and is not bound to give reasons for its decision.

Site Visit

Interested bidders will be required to visit the two sites of BSL-3 laboratories; National TB Reference Laboratory (NTRL) and National HIV Reference Laboratory (NHRL) at National Public Health Laboratory (Block-B) at the Department of Laboratory Services, Ministry of Health in order to obtain the site visit certificate.

The schedule for site visit will be as indicated below.

Lot	Description	Date & Time of Site Visit	Contact Person
1	Builders and Associated Mechanical Works (Renovations) at the National TB Reference Laboratory (NTRL) and National HIV Reference Lab (NHRL).	Date: 30 th August,2022 Time: 9a.m. – 2p.m	0720490447-Peter
2	Maintenance of Biosafety Level 3 (BSL-3) Building Management System (BMS) and Heating, Ventilation and Air Conditioning System (HVAC System).	Date: 30 th August,2022 Time: 9a.m. – 2p.m	0720490447-Peter
3	Supply, installation, testing and commissioning of General Electrical Works, CCTV and Access Control Works	Date: 30 th August,2022 Time: 9a.m. – 2p.m.	0720490447-Peter

Specific Instructions

- 8.1** Bidders must quote for all items and quantities as indicated per Lot in order to qualify for evaluation.
- 8.2** The final bound tender document must be serially paginated (All pages in the document from top page (immediately after top cover) to the last page (one before back cover) including table of content, separators, brochures, bank deposit slip and any other attachments) in a continuous ascending order from the first page to the last in this format; 1,2,3.....n where n is the last page.
- 8.3** Bids will be evaluated on Lot by Lot basis.

SECTION II: Instructions to Tenderers

1. General/Eligibility/Qualifications/Joint venture/Cost of tendering.
 - 1.1 The Employer as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The successful tenderer will be expected to complete the Works by the Intended Completion Date specified in the tender documents.
 - 1.2 All tenderers shall provide the Qualification Information, a statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or has not been associated in the past, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the Works, and any of its affiliates, shall not be eligible to tender.
 - 1.3 All tenderers shall provide in the Form of Tender and Qualification Information, a preliminary description of the proposed work method and schedule as necessary.
 - 1.4 In the event that pre-qualification of potential tenderers has been undertaken, only tenders from pre-qualified tenderers will be considered for award of Contract. These qualified tenderers should submit with their tenders any information updating their original pre-qualification applications or, alternatively, confirm in their tenders that the originally submitted pre-qualification information remains essentially correct as of the date of tender submission.
 - 1.5 Where no pre-qualification of potential tenderers has been done, all tenderers shall include the following information and documents with their tenders, unless otherwise stated:
 - a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the tender to commit the tenderer.
 - b) total monetary value of construction work performed for each of the last five years:
 - c) experience in works of a similar nature and size for each of the last five years, and details of work under way or contractually committed; and names and addresses of clients who may be contacted for further information on these contracts;
 - d) major items of construction equipment proposed to carry out the Contract and an undertaking that they will be available for the Contract.
 - e) qualifications and experience of key site management and technical personnel proposed for the Contract and an undertaking that they shall be available for the Contract.
 - f) reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for years specified in the technical requirement;
 - g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
 - h) authority to seek references from the tenderer's bankers;
 - i) information regarding any litigation, current or during the last five years, in which the tenderer is involved, the parties concerned and disputed amount; and

- j) proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price.

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

- a) the tender shall include all the information listed in clause 1.5 above for each joint venture partner;
- b) the tender shall be signed so as to be legally binding on all partners;
- c) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- d) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of all partners of the joint venture; and
- e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

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

- a) annual volume of construction work of at least 2.5 times the estimated annual cash flow for the Contract;
- b) experience as main contractor in the construction of at least two works of a nature and complexity equivalent to the Works over the last 5 years (to comply with this requirement, works cited should be at least 70 percent complete);
- c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed as required for the Works;
- d) a Contract manager with at least five years' experience in works of an equivalent nature and volume, including no less than three years as Manager; and
- e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than 4 months of the payment flow under this Contract.

1.8 The figures for each of the partners of a joint venture shall be added together to determine the tenderer's compliance with the minimum qualifying criteria of clause 1.7 (a) and (e); however, for a joint venture to qualify, each of its partners must meet at least 25 percent of minimum criteria 1.7 (a), (b) and (e) for an individual tenderer, and the partner in charge at least 40 percent of those minimum criteria. Failure to comply with this requirement will result in rejection of the joint venture's tender. Subcontractors' experience and resources will not be taken into account in determining the tenderer's compliance with the qualifying criteria, unless otherwise stated.

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

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

- 1.11 The tenderer, at the tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the tenderer's own expense.
- 1.12 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 1.13 The price to be charged for the tender document shall be **Kshs. 2,000.00/= Per Lot.**
- 1.14 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase through the website.

2. Tender Documents

- 2.1 The complete set of tender documents comprises the documents listed below and any addenda issued in accordance with Clause 2.4.
- a) These Instructions to Tenderers
 - b) Form of Tender and Qualification Information
 - c) Conditions of Contract
 - d) Appendix to Conditions of Contract
 - e) Specifications
 - f) Bills of Quantities
 - g) Forms of Securities
- 2.2 The tenderer shall examine all Instructions, Forms to be filled and Specifications in the tender documents. Failure to furnish all information required by the tender documents, or submission of a tender not substantially responsive to the tendering documents in every respect will be at the tenderer's risk and may result in rejection of his tender.
- 2.3 Enquiries from prospective tenderers shall be addressed during the Pre-bid conference to be held on **Friday 26th August, 2022** starting **9 a.m.** to **11 a.m.**
- 2.4 Before the deadline for submission of tenders, the Employer may modify the tendering documents by issuing an addendum. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing or email to all tenderers. Prospective tenderers shall acknowledge receipt of each addendum in writing to the Employer.
- 2.5 To give prospective tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend, as necessary, the deadline for submission of tenders, in accordance with Clause 4.2 here below.

3. Preparation of Tenders

- 3.1 All documents relating to the tender and any correspondence shall be in English language.
- 3.2 The final bound tender document must be serially paginated (All pages in the document from top page (immediately after top cover) to the last page (one before back cover) including table of

content, separators, brochures, bank deposit slip and any other attachments) in a continuous ascending order from the first page to the last in this format; 1,2,3.....n where n is the last page.

- 3.3 The document should be clearly arranged with separators and bound.
- 3.4 The tender submitted by the tenderer shall comprise the following:
 - (a) These Instructions to Tenderers, Form of Tender, Conditions of Contract,
 - (b) Appendix to Conditions of Contract and Specifications;
 - (c) Tender Security;
 - (d) Priced Bill of Quantities;
 - (e) Qualification Information Form and Documents;
 - (f) Alternative offers where invited; and
 - (g) Any other materials required to be completed and submitted by the tenderers.
- 3.5 The tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause relevant to the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the tenderer.
- 3.6 The rates and prices quoted by the tenderer shall only be subject to adjustment during the performance of the Contract if provided for in the Appendix to Conditions of Contract and provisions made in the Conditions of Contract.
- 3.7 The unit rates and prices shall be in Kenya Shillings.
- 3.8 Tenders shall remain valid for a period of Ninety (90) from the date of submission. However, in exceptional circumstances, the Employer may request that the tenderers extend the period of validity for a specified additional period. The request and the tenderers' responses shall be made in writing. A tenderer may refuse the request without forfeiting the Tender Security. A tenderer agreeing to the request will not be required or permitted to otherwise modify the tender, but will be required to extend the validity of Tender Security for the period of the extension, and in compliance with Clause 3.9 to 3.13 in all respects.
- 3.9 The tenderer shall furnish, as part of the tender, a Tender Security in the amount and form specified in the appendix to invitation to tenderers. This shall be in the amount not exceeding two percent (2%) of the tender price.
- 3.10 The format of the Tender Security should be in accordance with the form of Tender Security included in Section V - Standard forms or any other form acceptable to the Employer. Tender Security shall be valid for 90 days beyond the validity of the tender.
- 3.11 Any tender not accompanied by an acceptable Tender Security shall be rejected. The Tender Security of a joint venture must define as "Tenderer" all joint venture partners and list them in the following manner: a joint venture consisting of "....." ".....", and ".....".

3.12 The Tender Securities of unsuccessful tenderers will be returned within 28 days of the end of the tender validity period specified in Clause 3.8.

3.13 The Tender Security of the successful tenderer will be discharged when the tenderer has signed the Contract Agreement and furnished the required Performance Security.

3.14 The Tender Security may be forfeited

- (a) if the tenderer withdraws the tender after tender opening during the period of tender validity;
- (b) if the tenderer does not accept the correction of the tender price, pursuant to Clause 5.7;
- (c) in the case of a successful tenderer, if the tenderer fails within the specified time limit to;
 - (i) sign agreement, or
 - (ii) furnish the required Performance Security

3.15 Tenderers shall submit offers that comply with the requirements of the tendering documents, including the basic technical design as indicated in the Specifications. Alternatives will not be considered, unless specifically allowed in the invitation to tender. If so allowed, tenderers wishing to offer technical alternatives to the requirements of the tendering documents must also submit a tender that complies with the requirements of the tendering documents, including the basic technical design as indicated in the Specifications. In addition to submitting the basic tender, the tenderer shall provide all information necessary for a complete evaluation of the alternative, including design calculations, technical specifications, breakdown of prices, proposed construction methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated tender conforming to the basic technical requirements shall be considered.

3.16 The tenderer shall only submit one completed tender document per lot as described in Clause 3.4 of these Instructions to Tenderers, and containing the Form of Tender, and **clearly marked with the tender reference number and tender name**. (Do not provide additional copies per lot).

3.17 The submitted tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the tenderer, pursuant to Clause 1.5 (a) or 1.6 (b), as the case may be. All pages of the tender where alterations or additions have been made shall be initialled by the person or persons signing the tender.

3.18 Clarification of tenders shall be made during the Pre-bid conference to be held on **Friday 26th August, 2022** starting **9 a.m.** to **11 a.m.**

3.19 The tender security shall be in the amount of **KES 368,754.00**.

4. Submission of Tenders.

- 4.1 The tenderer shall seal the original of the tender in one envelope, duly marked. The envelope shall:
- (a) be addressed to the Employer at the address provided in the invitation to tender;
 - (b) bear the tender name and tender reference number of the Contract as defined in the invitation to tender; and
 - (c) provide a warning not to open before the specified time and date for tender opening.
- 4.2 Tenders shall be delivered to the Employer at the address specified above not later than the time and date specified in the invitation to tender. However, the Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Sub-Clause 2.5 in which case all rights and obligations of the Employer and the tenderers previously subject to the original deadline will then be subject to the new deadline.
- 4.3 Any tender received after the deadline prescribed in clause 4.2 will be returned to the tenderer unopened.
- 4.4 Tenderers may modify or withdraw their tenders by giving notice in writing before the deadline prescribed in clause 4.2. Each tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with clause 3.15 and 4.1, with the outer and inner envelopes additionally marked "MODIFICATION" and "WITHDRAWAL", as appropriate. No tender may be modified after the deadline for submission of tenders.
- 4.5 Withdrawal of a tender between the deadline for submission of tenders and the expiration of the period of tender validity specified in the invitation to tender or as extended pursuant to Clause 3.8 may result in the forfeiture of the Tender Security pursuant to Clause 3.13.
- 4.6 Tenderers may only offer discounts to, or otherwise modify the prices of their tenders by submitting tender modifications in accordance with Clause 4.4 or be included in the original tender submission.
5. Tender Opening and Evaluation
- 5.1 The tenders will be opened by the Employer, including modifications made pursuant to Clause 4.4, in the presence of the tenderers' representatives who choose to attend at the time and in the place specified in the invitation to tender. Envelopes marked "WITHDRAWAL" shall be opened and read out first. Tenderers' and Employer's representatives who are present during the opening shall sign a register evidencing their attendance.
- 5.2 The tenderers' names and proof of purchase of each tender and any alternative tender (if alternatives have been requested or permitted), tender modifications and withdrawals, and such other details as may the Employer, at its discretion may consider appropriate will be announced at the opening. The Employer shall prepare a tender opening report.
- 5.3 Information relating to the examination, clarification, evaluation, and comparison of tenders and recommendations for the award of Contract shall not be disclosed to tenderers or any other third parties out of the context of the evaluation committee until the award to the successful tenderer has

been announced. Any effort by a tenderer to influence the Employer's officials, processing of tenders or award decisions shall result in the rejection of his tender.

- 5.4 To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion, may ask any tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or email but no change in the price or substance of the tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered in the evaluation of the tenders in accordance with Clause 5.7.
- 5.5 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender (a) meets the eligibility criteria defined in Clause 1.7;(b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the tendering documents. A substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tendering documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the works; (b) which limits in any substantial way, inconsistent with the tendering documents, the Employer's rights or the tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders.
- 5.6 If a tender is not substantially responsive, it will be rejected, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 5.7 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:
- (a) where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.
 - (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities, the amount as stated in the Form of Tender shall prevail.
 - (d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the corrected Work (i.e. Corrected tender sum less Prime Cost and Provisional Sums).
 - (e) The Error Correction Factor shall be applied to all Works (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.

- (f) the amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and, with concurrence of the tenderer, shall be considered as binding upon the tenderer. If the tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security may be forfeited in accordance with clause 3.13.

5.8 The Employer will evaluate and compare only the tenders determined to be substantially responsive in accordance with Clause 5.5.

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

- (a) making any correction for errors pursuant to clause 5.7;
- (b) excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including Dayworks where priced competitively.
- (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with clause 3.14; and
- (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with clause 4.6.

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

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

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

6. Award of Contract

6.1 Subject to Clause 6.2, the award of the Contract will be made to the tenderer whose tender has been determined to be substantially responsive to the tendering documents and who has offered the lowest evaluated tender price, provided that such tenderer has been determined to be (a) eligible in accordance with the provision of Clauses 1.2, and (b) qualified in accordance with the provisions of clause 1.7 and 1.8.

- 6.2 Notwithstanding clause 6.1 above, the Employer reserves the right to accept or reject any tender, and to cancel the tendering process and reject all tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the action.
- 6.3 The tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or email. This notification (hereinafter and in all Contract documents called the “Letter of Acceptance”) will state the sum (hereinafter and in all Contract documents called the “Contract Price”) that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. At the same time the other tenderers shall be informed that their tenders have not been successful. The contract shall be formed on the parties signing the contract.

- 6.4 The Agreement will incorporate all agreements between the Employer and the successful tenderer.
- 6.5 The LPO together with the contract will be send to the successful tenderer if they acknowledge receipt and acceptance of the offer within 5 days following the date of notification of award. After receipt of the Letter of Acceptance, the successful tenderer shall deliver to the Employer a Performance Security in the amount stipulated in the Appendix to Conditions of Contract and in the form stipulated in the Tender documents. The Performance Security shall be in the amount and specified form.
- 6.6 Failure of the successful tenderer to comply with the requirements of clause 6.5 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Tender Security.
- 6.7 Preference where allowed in the evaluation of tenders shall not be allowed for contracts not exceeding one year (12 months).
- 6.8 The tender evaluation shall be carried out within a maximum of 30 calendar days from the day of opening the tender.
- 6.9 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 6.10 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 6.11 Where contract price variation is allowed, the valuation shall not exceed 15% of the original contract price.
- 6.12 Price variation request shall be processed by the procuring entity within 14 days of receiving the request.
- 6.13 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 6.14 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 6.15 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.
7. Corrupt and Fraudulent practices
- 7.1 The procuring entity requires that tenderers observe the highest standards of ethics during procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt and fraudulent practices.

SECTION III: Tender Evaluation Criteria

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

1. Preliminary Evaluation
2. Technical Evaluation
3. Financial Evaluation
4. Due diligence

STAGE 1: Preliminary Evaluation

Bids will be evaluated based on the below criteria and the bids **lacking any of the documents** below will be considered as non-responsive and therefore will be eliminated at this stage.

PRELIMINARY EVALUATION OF MANDATORY REQUIREMENTS				
Mandatory Requirements				
No.	Particulars	Marks	Compliant	Non-compliant
1.	Copy of Certificate of Incorporation/Certificate of Registration.	1 or 0		
2.	Copy of valid KRA Tax Compliance certificate.	1 or 0		
3.	Duly filled business questionnaire.	1 or 0		
4.	Duly filled Form of Tender.	1 or 0		
5.	Must submit current CR12 from the Registrar of Companies (generated within the last 12 months) or copies of identification cards for Sole Proprietors/Partnerships. <i>(Must specify the shareholding)</i>	1 or 0		
6.	Must attach original deposit/banking slip as proof of purchase of tender documents <i>(If applying for more than one LOT, provide specific original banking slip for each LOT).</i>	1 or 0		
7.	Must provide a copy of pre-tender site visit certificate signed and stamped by the Heads National TB Reference Laboratory or National HIV Reference Laboratory.	1 or 0		
8.	Must provide the following National Construction Authority certificate accompanied by the respective valid annual practising licence: <ol style="list-style-type: none"> i. Class of Electrical; CCTV and Access Control Installation Works (Security) system. (NCA 6 and above) Foreign firms must provide; <ol style="list-style-type: none"> i. A current CR12 from the Registrar of Companies (generated within the last 12 months) ii. A letter on commitment to secure the Electrical Works certificate (NCA 6 and above) if awarded the contract. 			

9.	Must provide a copy of valid business Trading License relevant to this tender.	1 or 0		
10.	Must provide the following Energy and Petroleum Regulatory Authority (EPRA) certificate accompanied by the respective valid annual practising licence: i. Electrical Installation Works; (Class C 1 and above) Foreign firms must provide; i. A current CR12 from the Registrar of Companies (generated within the last 12 months) ii. A letter on commitment to secure the Electrical Installation Works certificate (Class C 1 and above) if awarded the contract.	1 or 0		
11.	Must provide tender security from a reputable bank amounting to KES 368,754.00 (Original Tender security must be attached for each Lot purchased).	1 or 0		
12.	Must submit copies of 2 audited financial reports (2019 and 2020) and each must be signed by the auditor and the firms Directors. (<i>Where there is a provision for more than one Directors all of them must sign</i>)	1 or 0		
13.	Must provide complete certified bank statements for the last 3 months (1 st May 2022 – 31 st July 2022) (<i>signed and stamped by the bank on each and every page</i>)	1 or 0		
14.	ENSURE that all pages of the final bound tender document are sequentially paginated in the format 1, 2,3 starting with 1 on top page. <i>[All pages in the document from top page (immediately after top cover) to the last page (one before back cover) including table of content, separators, brochures, bank deposit slip and any other attachments) must be serially paginated in a continuous ascending order from the first page to the last in this format; 1,2,3.....n where n is the last page.]</i>	1 or 0		

Key:

1 –} Compliant

0 –} Non-compliant

Note: All the above documents numbered 1 to 14 should be packaged and arranged in that order under the preliminary evaluation criteria section of the tender document.

STAGE 2: Technical Evaluation

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

1. In accordance with clause 2.2 of Instruction to Tenderers, the tenderers will be required to provide evidence for eligibility of the award of the tender by satisfying the employer of their eligibility under sub clause 2.1 of Instructions to Tenderers and their capability and adequacy of resources to effectively carry out the subject contract.
2. In order to comply with provisions of clause 2.2 of Instruction to Tenderers, the tenderers shall be required;
 - a) To fill the Standard Forms provided in the bid document for the purposes of providing the required information. The tenderers may also attach the required information if they so desire;
 - b) To supply equipment/items which comply with the technical specifications set out in the bid document. In this regard, the bidders shall be required to submit relevant technical brochures/catalogues with the tender document, highlighting the Catalogue Numbers of the proposed items. Such brochures/catalogues should indicate comprehensive relevant data of the proposed equipment/items which should include but not limited to the following:
 - (i) Standards of manufacture;
 - (ii) Performance ratings/characteristics;
 - (iii) Material of manufacture;
 - (iv) Electrical power ratings;
 - (v) Proof of CE Certification of the product; and
 - (vi) Any other necessary requirements (Specify).

The bid will then be analysed, using the information in the technical brochures, to determine compliance with General and Particular technical specifications for the works as indicated in the tender document. The tenderer shall also fill in the Technical Schedule as specified in the tender document for Equipment and Items indicating the Country of Origin, Model/Make/Manufacturer and catalogue numbers of the Items/Equipment they propose to supply.

Compliance with Technical Specifications

Tenderers **must** enclose together with their submitted bids brochures for the below listed items

The bidder **must** highlight the specific items to be supplied.

No.	Description	Quantity	Make	Model No
1.	24 Port Full PoE+ Switch	1		
2.	Access control module	3		
3.	Finger print biometric & card reader	20		
4.	Bullet camera	11		
5.	Dome camera	3		
6.	Network Video Recorder	1		

Any bid submitted without the brochures shall be considered technically non-responsive, and shall subsequently be disqualified.

A. Table 1: Technical Evaluation

Detailed technical Specifications/Description of requirements			Max Score
1.	Key Personnel	<p>Provide detailed company profile including CVs and Academic Certificates for;</p> <p>1(a) At least 1-degree / diploma holder of key personnel in relevant field.</p> <ul style="list-style-type: none"> ▪ With over 10 years relevant experience-----4 Marks ▪ With 5 to 10 years relevant experience-----2 Marks ▪ With under 5 years relevant experience-----1 Mark ▪ No relevant certificate-----0 Mark <p>1(b) At least 1 certificate holder of key personnel in relevant field.</p> <ul style="list-style-type: none"> ▪ With over 10 years relevant experience-----4 Marks ▪ With 5 to 10 years relevant experience-----2 Marks ▪ With under 5 years relevant experience-----1 Mark <p>1(c) At least 1 artisan (trade test certificate in relevant field)</p> <ul style="list-style-type: none"> ▪ Artisan with over 10 years relevant experience-----2 ▪ Artisan with 1 to 10 years relevant experience-----1 ▪ No artisan with relevant experience-----0 Marks 	10 Marks

2.	Provide Completion Certificates for any three Contracts of works of similar magnitude and complexity completed in the last five (5) years, i.e. from 2017 to date. <i>(Total 12 marks)</i> <ol style="list-style-type: none"> i. Provide three completion certificates for each completed contract (12 marks) ii. Provide two completion certificates for each completed contract (8 marks) iii. Provide one completion certificate for each completed contract (4 marks) iv. No certificate provided (0 marks) 		12 Marks
3.	Annual volume of construction or renovation work (certified audited financial reports for 2019 to 2020); <ol style="list-style-type: none"> i. Average Annual Turn-over equal or greater than the cost of the project. (6 marks) ii. Average Annual Turn-over above 50% but below 100% of the cost of the project - (3 marks) iii. Average Annual Turn-over below 50% of the cost of the project--- (1 marks) 		6 Marks
4.	Works Programme	Attach works programme specifying the activities and duration (Gantt chart) for implementing the project. <ol style="list-style-type: none"> i. 10 weeks (4 marks) ii. Not specified (0 mark) 	4 Marks
5.	Litigation History (attach a sworn affidavit) within the last 5 years should be by a lawyer and the form is filled by the contractor. <ol style="list-style-type: none"> i. Provided (2 marks) ii. Not provided (0 marks) 		2 Marks
6.	Provide detailed specifications on CCTV and Biometric Access Control. <ol style="list-style-type: none"> i. Provided (3 Mark) ii. Not provided (0 Mark) 		3 Marks
7.	Provide users and Biomedical Engineers (Super users) training on; <ol style="list-style-type: none"> a. Operation on the CCTV (1 marks) b. Operation on the Biometric Access Control System (1mark) c. Trouble shooting procedures (1 mark) 		3 Marks
8	Provide 2-year warranty on the items requested for CCTV <ol style="list-style-type: none"> a. Provided for CCTV (1 marks) b. Not provided (0 marks) Provide 2-year warranty on the items requested for Biometric Access Control System) <ol style="list-style-type: none"> c. Provided for Biometric Access Control (1 marks) d. Not provided (0 marks) 		2 Marks

Any bidder who scores **33 Marks** out **44 Marks** and above shall be considered for further evaluation

STAGE 3 - Financial Evaluation

Upon completion of the technical evaluation a detailed financial evaluation shall follow.

The evaluation shall be in three stages;

- a) Determination of Arithmetic errors
- b) Comparison of Rates; and
- c) Consistency of the Rates.

(a) Determination of Arithmetic Errors

Arithmetic Errors will be corrected by the Procuring Entity as follows:

- 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. Pursuant to Section 82 of the Public Procurement and Asset Disposal Act 2015, 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;
- ii. Error correction factor shall be computed by expressing the difference between the amount and the corrected tender sum as a percentage of the corrected contract works (i.e. corrected tender sum less P.C; and Provisional Sums);
- iii. The Error correction factor shall be applied to all contract works (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.

(b) Comparison of rates

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

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

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

(c) Consistency of the Rates

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

STAGE 4 – Due Diligence

The Evaluation Committee shall subject shortlisted bidder(s) considered for award for due diligence check prior to award.

SECTION III: Conditions of Contract

1 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Client”, or the “Procuring entity” as defined in the Public Procurement Regulations (i.e. National or County Government administration, Universities, Public Institutions and Corporations, etc) is the party who employs the Contractor to carry out the Works.

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

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

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

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

“Project Manager” is the person named in the Appendix to Conditions of Contract (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.

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

“Site Investigation Reports” are those reports that may be included in the tendering documents which are factual and interpretative about the surface and subsurface conditions at the Site.

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

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

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

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

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

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

2 Interpretation

- 2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning in English Language unless specifically defined. The Project Manager will provide instructions clarifying queries about these Conditions of Contract.
- 2.2 If sectional completion is specified in the Appendix to Conditions of Contract, reference in the Conditions of Contract to the Works, the Completion Date and the Intended Completion Date apply to any section of the Works (other than references to the Intended Completion Date for the whole of the Works).
- 2.3 The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority;

- i. Agreement,
- ii. Letter of Acceptance,
- iii. Contractor's Tender,
- iv. Appendix to Conditions of Contract,
- v. Conditions of Contract,
- vi. Specifications,
- vii. Bill of Quantities,
- viii. Any other documents listed in the Appendix to Conditions of Contract as forming part of the Contract.

2.4 Immediately after the execution of the Contract, the Project Manager shall furnish both the Client and the Contractor with two copies each of all the Contract documents. Further, as and when necessary the Project Manager shall furnish the Contractor [always with a copy to the Client] with three [3] copies of such further details or descriptive schedules as are reasonably necessary either to enable the Contractor to carry out and complete the Works in accordance with these Conditions.

3 Language and Law

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

4 Project Manager's Decisions

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

5 Delegation

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

6 Communications

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

7 Subcontracting

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

8 Other Contractors

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

9 Personnel

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

10 Works

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

11 Safety and Temporary Works

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

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

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

11.4 Occupational Safety and Health Administration (OSHA). The Contractor will be required to comply with OSHA requirements during installation works. The Contractor will be required to provide risk assessment and safety methods statements prior to work commencement.

12 Discoveries

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

13 Work Program

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

the effect of the progress achieved on the timing of the remaining Work, including any changes to the sequence of the activities.

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

14 Possession of Site

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

15 Access to Site

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

16 Instructions

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

17 Extension or Acceleration of Completion Date

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

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

18 Management Meetings

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

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

19 Early Warning

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

20 Defects

- 20.1 The Project Manager shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a defect and to uncover and test any Work that the Project Manager considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor, However, if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.
- 20.2 The Project Manager shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract. The Defects Liability Period shall be extended for as long as defects remain to be corrected.
- 20.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Project Manager's notice. If the Contractor has not corrected a defect within the time specified in the Project Manager's notice, the Project Manager will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

21 Bills of Quantities

- 21.1 The Bills of Quantities shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rate in the Bills of Quantities for each item.
- 21.2 If the final quantity of the Work done differs from the quantity in the Bills of Quantities for the particular item by more than 25 percent and provided the change exceeds 1 percent

of the Initial Contract price, the Project Manager shall adjust the rate to allow for the change.

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

22 Variations

- 22.1 All variations shall be included in updated programs produced by the Contractor.
- 22.2 The Contractor shall provide the Project Manager with a quotation for carrying out the variations when requested to do so. The Project Manager shall assess the quotation, which shall be given within seven days of the request or within any longer period as may be stated by the Project Manager and before the Variation is ordered.
- 22.3 If the work in the variation corresponds with an item description in the Bills of Quantities and if in the opinion of the Project Manager, the quantity of work is not above the limit stated in Clause 21.2 or the timing of its execution does not cause the cost per unit of quantity to change, the rate in the Bills of Quantities shall be used to calculate the value of the variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the variation does not correspond with items in
- 22.4 The Bills of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.
- 22.5 If the Contractor's quotation is unreasonable, the Project Manager may order the variation and make a change to the Contract price, which shall be based on the Project Manager's own forecast of the effects of the variation on the Contractor's costs.
- 22.6 If the Project Manager decides that the urgency of varying the Work would prevent a quotation being given and considered without delaying the Work, no quotation shall be given and the variation shall be treated as a Compensation Event.
- 22.7 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 22.8 When the Program is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast.

23 Payment Certificates, Currency of Payments and Advance Payments

- 23.1 The Contractor shall submit to the Project Manager monthly applications for payment giving sufficient details of the Work done and materials on Site and the amounts which the Contractor considers himself to be entitled to. The Project Manager shall check the monthly application and certify the amount to be paid to the Contractor within 14 days. The value of Work executed and payable shall be determined by the Project Manager.
- 23.2 The value of Work executed shall comprise the value of the quantities of the items in the Bills of Quantities completed, materials delivered on Site, variations and compensation events. Such materials shall become the property of the Employer once the Employer has paid the Contractor for their value. Thereafter, they shall not be removed from Site without the Project Manager's instructions except for use upon the Works.

- 23.3 Payments shall be adjusted for deductions for retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of issue of each certificate. If the Employer makes a late payment, the Contractor shall be paid simple interest on the late payment in the next payment. Interest shall be calculated on the basis of number of days delayed at a rate three percentage points above the Central Bank of Kenya's average rate for base lending prevailing as of the first day the payment becomes overdue.
- 23.4 If an amount certified is increased in a later certificate or as a result of an award by an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 23.5 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
- 23.6 The Contract Price shall be stated in Kenya Shillings. All payments to the Contractor shall be made in Kenya Shillings and foreign currency in the proportion indicated in the tender, or agreed prior to the execution of the Contract Agreement and indicated therein. The rate of exchange for the calculation of the amount of foreign currency payment shall be the rate of exchange indicated in the Appendix to Conditions of Contract. If the Contractor indicated foreign currencies for payment other than the currencies of the countries of origin of related goods and services, the Employer reserves the right to pay the equivalent at the time of payment in the currencies of the countries of such goods and services. The Employer and the Project Manager shall be notified promptly by the Contractor of any changes in the expected foreign currency requirements of the Contractor during the execution of the Works as indicated in the Schedule of Foreign Currency Requirements and the foreign and local currency portions of the balance of the Contract Price shall then be amended by agreement between Employer and the Contractor in order to reflect appropriately such changes.
- 23.7 In the event that an advance payment is granted, the following shall apply: -
- a) On signature of the Contract, the Contractor shall at his request, and without furnishing proof of expenditure, be entitled to an advance of 10% (ten percent) of the original amount of the Contract. The advance shall not be subject to retention money.
 - b) No advance payment may be made before the Contractor has submitted proof of the establishment of deposit or a directly liable guarantee satisfactory to the Employer in the amount of the advance payment. The guarantee shall be in the same currency as the advance.
 - c) Reimbursement of the lump sum advance shall be made by deductions from the Interim payments and where applicable from the balance owing to the Contractor. Reimbursement shall begin when the amount of the sums due under the Contract reaches 20% of the original amount of the Contract. It shall have been completed by the time 80% of this amount is reached.

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

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

Where:

R = the amount to be reimbursed

A = the amount of the advance which has been granted

X¹ = the amount of proposed cumulative payments as a percentage of the original amount of the Contract. This figure will exceed 20% but not exceed 80%.

X¹¹ = the amount of the previous cumulative payments as a percentage of the original amount of the Contract. This figure will be below 80% but not less than 20%.

- a) with each reimbursement the counterpart of the directly liable guarantee may be reduced accordingly.

24 Compensation Events

24.1 The following issues shall constitute Compensation Events:

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

- h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- i) The effects on the Contractor of any of the Employer's risks.
- j) The Project Manager unreasonably delays issuing a Certificate of Completion.
- k) Other compensation events described in the Contract or determined by the Project Manager shall apply.

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

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

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

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

24.6 The Contractor shall give written notice to the Project Manager of his intention to make a claim within thirty days after the event giving rise to the claim has first arisen. The claim shall be submitted within thirty days thereafter provided always that should the event giving rise to the claim of continuing effect, the Contractor shall submit an interim claim within the said thirty days and a final claim within thirty days of the end of the event giving rise to the claim.

25 Price Adjustment

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

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

time to time so assessed shall be added to or deducted from the Contract Price, as the case may be.

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

- i. The prices contained in the Contract Bills of Quantities shall be deemed to be based upon the rates of wages and other emoluments and expenses as determined by the Joint Building Council of Kenya (J.B.C.) and set out in the schedule of basic rates issued 30 days before the date for submission of tenders. A copy of the schedule used by the Contractor in his pricing shall be attached in the Appendix to Conditions of Contract.
- ii. Upon J.B.C. determining that any of the said rates of wages or other emoluments and expenses are increased or decreased, then the Contract Price shall be increased or decreased by the amount assessed by the Project Manager based upon the difference, expressed as a percentage, between the rate set out in the schedule of basic rates issued 30 days before the date for submission of tenders and the rate published by the J.B.C. and applied to the quantum of labour incorporated within the amount of Work remaining to be executed at the date of publication of such increase or decrease.
- iii. No adjustment shall be made in respect of changes in the rates of wages and other emoluments and expenses which occur after the date of Completion except during such other period as may be granted as an extension of time under clause 17.0 of these Conditions.

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

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

25.6 No adjustment shall be made in respect of changes in basic prices of materials which occur after the date for Completion except during such other period as may be granted as an extension of time under clause 17.0 of these Conditions. The provisions of sub-clause 25.1 to 25.2 herein shall not apply in respect of any materials included in the schedule of basic rates.

26 Retention

26.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the Appendix to Conditions of Contract until Completion of the whole of the Works. On Completion of the whole of the Works, half the total amount retained shall be repaid to the Contractor and the remaining half when the Defects Liability Period has passed and the Project Manager has certified that all defects notified to the Contractor before the end of this period have been corrected.

27 Liquidated Damages

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

27.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rate specified in Clause 23.3.

28 Securities

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

29 Dayworks

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

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

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

30 Liability and Insurance

30.1 From the Start Date until the Defects Correction Certificate has been issued, the following are the Employer's risks: The risk of personal injury, death or loss of or damage to property (excluding the Works, Plant, Materials and Equipment), which are due to;

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

- ii. negligence, breach of statutory duty or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
 - iii. the risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in Employer's design, or due to war or radioactive contamination directly affecting the place where the Works are being executed.
- 30.2 From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is the Employer's risk except loss or damage due to;
- (a) a defect which existed on or before the Completion Date.
 - (b) an event occurring before the Completion Date, which was not itself the Employer's risk
 - (c) the activities of the Contractor on the Site after the Completion Date.
- 30.3 From the Start Date until the Defects Correction Certificate has been issued, the risks of personal injury, death and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risk are Contractor's risks.
- The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts stated in the Appendix to Conditions of Contract for the following events;
- (a) loss of or damage to the Works, Plant, and Materials;
 - (b) loss of or damage to Equipment;
 - (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract, and
 - (d) personal injury or death.
- 30.4 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation required to rectify the loss or damage incurred.
- 30.5 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 30.6 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager. Both parties shall comply with any conditions of insurance policies. Completion and taking over upon deciding that the Works are complete, the Contractor shall issue a written request to the Project Manager to issue a Certificate of Completion of the Works. The Employer shall take over the Site and the Works within seven [7] days of the Project Manager's issuing a Certificate of Completion.

31 Final Account

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

32 Termination

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

- (a) the Contractor stops work for 30 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the Project Manager;
- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;
- (c) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 30 days (for Interim Certificate) or 60 days (for Final Certificate) of issue.
- (e) the Project Manager gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Contractor does not maintain a security, which is required.

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

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

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

33 Payment Upon Termination

- 33.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the Work done and materials ordered and delivered to Site up to the date of the issue of the certificate. Additional liquidated damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable by the Contractor.
- 33.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the Work done, materials ordered, the reasonable cost of removal of equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works.
- 33.3 The Employer may employ and pay other persons to carry out and complete the Works and to rectify any defects and may enter upon the Works and use all materials on the Site, plant, equipment and temporary works.
- 33.4 The Contractor shall, during the execution or after the completion of the Works under this clause remove from the Site as and when required, within such reasonable time as the Project Manager may in writing specify, any temporary buildings, plant, machinery, appliances, goods or materials belonging to or hired by him, and in default the Employer may (without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.
- 33.5 Until after completion of the Works under this clause the Employer shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefore the Project Manager shall certify the amount of expenses properly incurred by the Employer and, if such amount added to the money paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract the difference shall be a debt payable to the Employer by the Contractor; and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

34 Release from Performance

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

35 Corrupt gifts and payments of commission

- 35.1 The Contractor shall not;

- (a) Offer or give or agree to give to any person in the service of the Employer any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract for the Employer.
- (b) Enter into this or any other contract with the Employer in connection with which commission has been paid or agreed to be paid by him or on his behalf or to his knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the Employer.

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

36 Settlement of Disputes

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

- (i) Architectural Association of Kenya
- (ii) Institute of Quantity Surveyors of Kenya
- (iii) Association of Consulting Engineers of Kenya
- (iv) Chartered Institute of Arbitrators (Kenya Branch)
- (v) Institution of Engineers of Kenya

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

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

- 36.3 Provided that no arbitration proceedings shall be commenced on any dispute or difference where notice of a dispute or difference has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.
- 36.4 Notwithstanding the issue of a notice as stated above, the arbitration of such a dispute or difference shall not commence unless an attempt has in the first instance been made by the parties to settle such dispute or difference amicably with or without the assistance of third parties. Proof of such attempt shall be required.
- 36.5 Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Works or abandonment of the Works or termination of the Contract by either party:
- 36.6 The appointment of a replacement Project Manager upon the said person ceasing to act.
- 36.7 Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions.
- 36.8 Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
- 36.9 Any dispute or difference arising in respect of war risks or war damage.
- 36.10 All other matters shall only be referred to arbitration after the completion or alleged completion of the Works or termination or alleged termination of the Contract, unless the Employer and the Contractor agree otherwise in writing.
- 36.11 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.
- 36.12 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.
- 36.13 The award of such Arbitrator shall be final and binding upon the parties.

SECTION IV: Appendix to Conditions of Contract

The Client is:

Name: Amref Health Africa

Address: P.O. Box 30125 - 00100 Nairobi

The Project Manager is:

Name:

Address:

The name (and identification number) of the Contract is the Proposed Renovation and Maintenance of BSL-3 laboratories, National TB Reference Laboratory (NTRL), and National HIV Reference Lab (NHRL) at National Public Health Laboratory (Block-B) at the Department of Laboratory Services, Ministry of Health.

The Works consist of Builders and Associated Mechanical Works (Renovations) at the National TB Reference Laboratory (NTRL) and National HIV Reference Lab (NHRL) at National Public Health Laboratory (Block-B) at the Department of Laboratory Services, Ministry of Health as per the specifications and Bills of Quantities.

The Start Date shall be agreed with the Project Manager.

The maximum Intended Completion Date for the whole of the Works shall be **10 Weeks** after commencement date.

The following documents also form part of the Contract as listed in clause 2.1 of the Conditions of Contract.

The Contractor shall submit a revised program for the Works within 7 days of delivery of the Letter of Acceptance.

The Site Possession Date shall be agreed with the Project Manager.

The Defects Liability period will be one year after issuance of Practical Completion Certificate.

Other Contractors, utilities etc., to be engaged by the Client on the Site include those for the execution of; (Domestic Subcontractors must be registered with NCA and evidence of the same must be attached)

1. Plumbing and Drainage Works
2. Air Conditioning Works

The minimum insurance covers shall be;

1. The minimum cover for insurance of the Works and of Plant and Materials in respect of the Contractor's faulty design is _____ Nil _____
2. The minimum cover for loss or damage to Equipment is _____ Nil _____
3. The minimum for insurance of other property is Kshs. 500,000.00_
4. The minimum cover for personal injury or death insurance:

For the Contractor's employees is __Kshs. 500,000.00_

And for other people is _____ Kshs. 1,000,000.00_

The following events shall also be Compensation Events:

1. NONE OTHER THAN AS DEFINED IN THESE CONDITIONS OF CONTRACT
- 2.
- 3.
- 4.

The period between Program updates is 7 days.

The amount to be withheld for late submission of an updated Program is FULL CERTIFICATE

The proportion of payments retained is 10 percent (%).

The Price Adjustment Clause SHALL NOT apply.

The liquidated damages for the whole of the Works is Kshs. 10,000 [per Week].

The Performance Security shall be for the following minimum amounts equivalent as a percentage of the Contract Price 5 percent (%).

The Completion Period for the Works is 8 [Weeks].

The rate of exchange for calculation of foreign currency payments is NOT APPLICABLE

The schedule of basic rates used in pricing by the Contractor is as ISSUED BY THE JOINT BUILDING COUNCIL (JBC - KENYA) THIRTY DAYS BEFORE THE DATE OF SUBMISSION OF TENDERS

Advance Payment SHALL NOT APPLY.

The Bidder should submit only ONE (1 No.) set of the Bills of Quantities as indicated in clause 4.1 of the Instruction to Tenderers.

SECTION V: Standard Forms

- 1) Form of Invitation for Tenders
- 2) Form of Tender
- 3) Letter of Award
- 4) Form of Agreement
- 5) Form of Tender Security
- 6) Performance Bank Guarantee
- 7) Bank Guarantee for Advance Payment
- 8) Qualification Information
- 9) Confidential Business Questionnaire
- 10) Details of Sub-Contractors

Form of Invitation for Tenders

[date]

To: _____ [Name of Contractor]

_____ [Address of Contractor]

Dear Sirs:

Reference _____ [Contract Name]

You have been prequalified to tender for the above project.

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

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

[mailing address]

Upon payment of a non-refundable fee of Kshs _____

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

[address and location]

at or before _____

[time and date]

Tender will be opened immediately thereafter, in the presence of tenderer's representatives who choose to attend.

Please confirm receipt of this letter immediately in writing by email.

Yours faithfully,

_____ [Authorized Signature]

_____ [Name and Title]

Form of Tender

To: Amref Health Africa [Name of Client]

_____ [Date]

[Name of Contract]

Dear Sir,

In accordance with the Conditions of Contract, Specifications and Bills of Quantities for the execution of the above-named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of Kshs

[Amount in Figures]

[Amount in Words]

We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Manager’s notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.

We agree to abide by this tender until _____ [Insert date], and it shall remain binding upon us and may be accepted at any time before that date.

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

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

Dated this _____ day of _____ 20 _____

Signature _____ in the capacity of _____

Duly authorized to sign tenders on behalf of _____

[Name of the Contractor]

[Address of the Contractor]

Witness Name: _____

Address: _____

Signature: _____

Date: _____

Letter of Award

[letterhead paper of the Employer]

_____ [date]

To: _____

[name of the Contractor]

[address of the Contractor]

Dear Sir,

This is to notify you that your tender dated _____

[name of the Contract and tender number as given in the Tender documents]

for the Contract Price of Kshs. _____ [amount in figures] [Kenya Shillings]

[Amount in words] in accordance with the Instructions to Tenderers is hereby accepted.

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

Authorized Signature

Name and Title of Signatory

Attachment: Agreement

Form of Agreement

THIS AGREEMENT, made on the _____ day of _____ 20_____ between _____ of [or whose registered office is situated at] _____ (hereinafter called “the Client”) of the one part

AND

_____ of [or whose registered office is situated at] _____ (hereinafter called “the Contractor”) of the other part.

WHEREAS THE Employer is desirous that the Contractor executes

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

IN WITNESS, WHEREOF the Parties have caused this Agreement to be executed by their duly appointed representatives on the date first above-mentioned.

For and on Behalf of:

[Contractor's Name]

[Contractors Address]

Name

Position

Signature

Witness Name

Witness Signature

Witness Name

Witness Signature

Place Company Stamp Here

For and on Behalf of:

[Clients Name]

[Contractors Address]

Name

Position

Signature

Witness Name

Witness Signature

Witness Name

Witness Signature

Place Company Stamp Here

Form of Tender Security

Tender No. Amref

Proposed Renovation and Maintenance of BSL-3 laboratories, National TB Reference Laboratory (NTRL), and National HIV Reference Lab (NHRL) at National Public Health Laboratory (Block-B) at the Department of Laboratory Services, Ministry of Health.

To: Amref Health Africa

WHEREAS *[insert: name of Tenderer]* (hereinafter called “the Tenderer”) has submitted its tender dated *[insert: date of tender]* for the performance of the above-named Contract (hereinafter called “the Tender”)

KNOW ALL PERSONS by these present that WE *[insert: name of bank]* of *[insert: address of bank]* (hereinafter called “the Bank”) are bound unto *[insert: name of Purchaser]* (hereinafter called “the Purchaser”) in the sum of: *[insert: amount]*, for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this *[insert: number]* day of *[insert: month]*, *[insert: year]*.

THE CONDITIONS of this obligation are the following:

1. If, after the tender submission deadline, the Tenderer
 - (a) withdraws its tender during the period of tender validity specified by the Tenderer in the Tender Form, or
 - (b) does not accept the Purchaser’s corrections of arithmetic errors in accordance with the Instructions to Tenderers; or
 - (c) does not at all reply to the Purchaser’s requests for clarification
2. If the Tenderer, having been notified of the acceptance of its tender by the Purchaser during the period of tender validity.
 - (a) Fails or refuses to sign the Contract Agreement when required; or
 - (b) Fails or refuses to issue the performance security in accordance with the Instructions to Tenderers.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due it, owing to the occurrence of any one of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including [*insert: the date that is 90 days after the period of tender validity*], and any demand in respect thereof must reach the Bank not later than the above date.

Note: A bidder who withdraws its tender after the deadline for submission will forfeit its bid security deposit

For and on behalf of the Bank

Signed: _____ Date: _____

Performance Bank Guarantee

To: _____ [Name of Client]

_____ [Address of Client]

_____ [Date]

Dear Sir,

WHEREAS _____ (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. _____ date to execute _____ (hereinafter called “the Works”)

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Kshs _____ [amount Guarantee in figures]

_____ [amount Guarantee in words],

And we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Kenya Shillings

_____ [amount Guarantee in words]

As aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Address _____

Date _____

Qualification Information

Individual Tenderers or Individual Members of Joint Ventures

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

Place of registration: _____

Principal place of business: _____

Power of attorney of signatory of tender: _____

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

Year	Volume	
	Currency	Value

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

Project name	Name of the client and contact person	Type of work performed and year of completion	Value of Contract

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

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

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

Position	Name	Years of experience (general)	Years of experience in proposed position

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

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

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

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

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

Joint Ventures

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

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

1. Attach the power of attorney of the signatory(ies) of the tender authorizing signature of the tender on behalf of the joint venture
2. Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that:

- a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- b) one of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; and
- c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

Confidential Business Questionnaire

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

You are advised that it is a serious offence to give false information on this Form. (refer to clause 6.15)

Part 1 - General

Business Name:

Location of Business premises:

Country/Town.....

Postal Address:

Code: Town:

Tel No.:

E-mail: Fax:

Nature of Business:

Part 2 (a) – Individuals

Your Name in full:

Nationality: Country of Origin:

Citizenship details:

Part 2 (b) – Partnership

	Name	Nationality	Citizenship Details	Shares
1.			
2.			
3.			

Part 2 (c) – Registered Company

Private or Public:

State the nominal and issue capital of the company.....

Nominal Kshs:

Issued Kshs:

Give details of all directors as follows:

	Name	Nationality	Citizenship Details	Shares
1.			
2.			
3.			

Part 2 (d) – Interest in the Firm:

Are there any person/persons in (Name of Client) who has interest in this firm?
Yes/No..... (Delete as necessary)

I certify that the information given above is correct.

.....

[Title]

[Signature]

[Date]

Attach proof of citizenship.

Details of Sub-Contractors

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

Failure to comply with this requirement may invalidate the tender.

1. Portion of Works to be sublet:

Full names of the Sub-contractor:

Address and head office:

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

.....

.....

.....

2. Portion of Works to be sublet:

.....

Full names of the Sub-contractor:

Address and head office:

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

.....

.....

[Signature of Tenderer]

[Date]

Declaration

I/We have completed this form (s) accurately at the time of reply and it is agreed that all responses can be substantiated, if requested to do so, and that any inaccuracy in the information filled herein will lead to disqualification of the tenderer.

For and behalf of:

Name:

Date: Signature

DETAILED SPECIFICATIONS

INTRODUCTION

This section specifies the general requirements for builders & associated mechanical works forming part of the Contract Works and shall apply except where specifically stated elsewhere in the Specification or on the Contract Drawings.

BROCHURE FOR DEVICES

For consideration and qualification tenderers shall, at their own cost, provide colored manufacturers' brochures detailing technical literature and specifications where applicable.

SCOPE OF WORKS

The works to be carried out under this sub-contract comprise supply, installation, testing and commissioning of the following: -

- i. General Electrical Works**
- ii. CCTV system**
- iii. Access control**

REGULATION AND STANDARD

The works shall comply with the provisions of the following as necessary and relevant:

- ISO/IEC, CCK, ATM CENELEC 11801
- ANSI/EIA/TIA 56
- Latest Edition of IEE Regulation
- Kenya Bureau of Standards (KEBS)
- Institution of Electrical Engineers (I.E.E) Wiring Regulations
- Electric Power Act and Rules made there under.

ELECTRICAL REQUIREMENTS

The equipment to be supplied shall be capable of being operated from 240V AC 50Hz power supply.

PART A: IP CCTV SURVEILLANCE SYSTEM

a) IP Video System Overview:

- Transmit and Receive H.265, H.264 and MPEG-4 Video and bi-directional Audio.
- Video and alarm management software under one single front end and should be on open platform with support to renowned IP camera brands (like Axis, Pelco, Samsung Hanwa, Honeywell, Panasonic, Sony etc.)
- Support for multi user and multi user group environment in addition to user hierarchy
- System should allow to be used as a distributed or central architecture with support to any number of cameras and any number of clients that may be added in future.
- System Guarantees Bandwidth & Frame rate control.
- Provides Activity Controlled Frame rate, which in turn reduces the Bandwidth and the Storage requirements.
- Provides Broadcast Quality Video across IP network including Internet.
- Provides multiple failover and network resilience.
- Provides real time recording at 25fps with no frame loss.
- Supports Multiple IP Video Streams.
- Secured recording for evidence purposes and user authentication to protect data integrity.
- Video Stream bit rate selectable from 32 to 4096kbps.or better
- All the IP cameras shall have SD card slot for recording in SD card when network is down/fail

A. Tender Specifications for Network Video Recorder

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
No. Channels	64	
Storage	Supports 16 SATA HDDs, 10Tb each (Total capacity 160TB)	
Compression	H.265, H.264, MJPEG	
Recording Bandwidth	400Mbps	
Transmission Bandwidth	400Mbps	
Record Resolution	CIF ~ 32MP	
Simultaneous playback	Maximum 112CH (Local 64CH, Remote 16CH per user)	
Redundancy Failover	N+1	
Output	2 No. HDMI	
Audio Input/output	64 CH (network)	
Interface	4 No. RJ45 10/100/1000 Mbps	
Power Supply	1+1 Hot Plug Redundant	
Mounting	Rack Mount	
OS	Linux	

B. Tender Specifications for EMBEDDED IVS

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
Intelligence	IVS triggers an alarm and takes a defined action for the following events:	

	<ul style="list-style-type: none"> • Tampering with the camera. • Camera loses or changes focus drastically. • Error writing to an onboard Micro SD card. • Error sending or receiving data over the network. • Unauthorized access to the camera. • Motion - An object moves through any part of the scene. • Tripwire - A target crosses a user-defined line. • Intrusion - A target enters or exits a defined perimeter. • Scene Change • Abandoned/Missing Object • Facial Detection • People Counting • Heat Map 	
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C. Tender Specifications for Bullet camera

<p>Bidders MUST fill the proposed solution and attach HIGHLIGHTED datasheets/brochures to assess their conformity/compliance with each of the technical specifications.</p>		
Item	Minimum Specifications	Proposed Solution
Type	Indoor Bullet	
Image Sensor	4MP 1 / 2.8” Progressive CMOS	
Frames Rate	30 Frames Per Second	
Compression	H.265	
Connectivity	Wired PoE 802.3af Class 3	
Focal Length	Automatic Varifocal (2.8 to 12 mm)	
Illumination	20 m Auto IR LED Illuminator	
Storage	Local Storage with 128GB Micro SD Card	
Impact Protection	IK10	

Max Power	10W ±5%	
Wide Dynamic Range	120dB	
Interoperability	ONVIF	

D. Tender Specifications for 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	Indoor Dome	
Image Sensor	4MP 1 / 2.8” Progressive CMOS	
Frames Rate	30 Frames Per Second	
Compression	H.265	
Connectivity	Wired PoE 802.3af Class 3	
Focal Length	Automatic Varifocal (2.8 to 12 mm)	
Illumination	20 m Auto IR LED Illuminator	
Storage	Local Storage with 128GB Micro SD Card	
Impact Protection	IK10	
Max Power	10W ±5%	
Wide Dynamic Range	120dB	
Interoperability	ONVIF	

PART B: ACCESS CONTROL SYSTEM

Tender specifications for Access cluster Controller Modular

<p>Bidders MUST fill the proposed solution and attach HIGHLIGHTED datasheets/brochures to assess their conformity/compliance with each of the technical specifications.</p>		
Item	Minimum Specifications	Proposed Solution
Feature	Support 8 No. Clustered Expansion Modules (16 addresses)	
	Memory for 10 000 Tags and 100 000 buffered Transactions	
	Communication options with Host include Ethernet and RS485	
	8 addresses be served by S-Bus, with the Expansion Modules (or other S-Bus Devices) mounted up to 150 m away from the Cluster Controller.	
	A TCP/IP Bus which links the Cluster Controller to the Host PC with a standard Ethernet Cable	

Tender specifications for Wiegand Reader Module (WRM)

<p>Bidders MUST fill the proposed solution and attach HIGHLIGHTED datasheets/brochures to assess their conformity/compliance with each of the technical specifications.</p>		
Item	Minimum Specifications	Proposed Solution
Feature	Offers full Wiegand Support	
	Connects up to two Readers or Third-party Devices	
	Allows Relaxed or Full Anti-pass back (APB) access on a single Door or single entry on two Doors Has end-of-line (EOL) Sensing on Door Open	
	Two 10 A independent single-pole, double-throw (SPDT) Relay Outputs that allow you to interface to door strikes, electric strikes and other third-party devices (for example alarm panels).	
	Four Digital Inputs including two Door Open Sensor (DOS) and two Request to Exit (RTE) Inputs.	

Tender specifications for IPS COMBO CLUSTER BOX

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
Feature	The powder coated metal housing is fitted with a high-end Meanwell switch mode power supply	
	7Ah battery location with fused battery leads for an optional battery to	
	Tamper switch on the box, which will send an alert in the event of it being opened.	

Tender specifications for Electric Strike

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
Frame Application	Wooden Door	
Power	0.24 A @ 12 VDC	
Features	Stainless Steel Construction	
	Tamper Resistant	
	Non-Handed	
Endurance	1,000,000 Cycles	
Static Strength	680 KG	
Dynamic Strength	95 Nm	

Tender specifications for Card Reader

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
Frame Application	Wall Mounted	

Power	12 VDC	
Inputs/Outputs	Wiegand	
	2 No. Digital Inputs	
	1 No Relay Outputs	
Features	Icon Status Display	
	Fake Finger Detection	
	Duress Finger Detection	
	Timed Anti-Pass Back	
	IP54	
	IK08	
	Supports both 125 kHz and 13.56 MHz Tag types	

Tender specifications for data network switch

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
Features	10/100/1000 Base-T port of full PoE+ capability	
	Uplink configuration: Modular uplink options (4 No. 10G SFP+) – 48/24 Port switch (2 No. 10G SFP+) – 16/8 Port switch	
	Layer 3 capabilities, including OSPF, EIGRP, ISIS, RIP, and routed access	
	Virtual Networks: 4	
	Switching capacity: 17.6 Gbps	
	Forwarding rate: 13.1 Mpps	
	SDRAM- 64MB	
	Flash- 16MB	

PART C: FIRE ALARM SYSTEM

A. Tender specifications for Fire Alarm panel		
TECHNICAL SPECIFICATIONS		
Compliant Standards:		
Item	Minimum Specifications	Proposed Solution
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Key Features	<ul style="list-style-type: none"> • Two Loop addresses Control Panel, 240Vac, 2 sounder circuits. • A minimum of 200 addresses per loop • 72-hour standby • 160 zone compact mimic support • Alpha-numeric style keypad and navigation keys • LCD display 	

B. Tender specifications for Sounder and Beacon with a flashing Light		
TECHNICAL SPECIFICATIONS		
Compliant Standards:		
Item	Minimum Specifications	Proposed Solution
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Key Features	<ul style="list-style-type: none"> • Addressable low profile LED Electronic Sounder • Led Lamp Type beacon • Red Flash Light Optical Signal • Sound Generator Acoustic Signal Device 	

C. Tender specifications for Smoke detector

TECHNICAL SPECIFICATIONS		
Compliant Standards:		
Item	Minimum Specifications	Proposed Solution
Brand	State the brand, model and attach Technical Brochure (Mandatory)	
Key Features	<ul style="list-style-type: none"> • Addressable photoelectric smoke detectors • Built-in tamper switch communicates back to the control panel in the event the detector is removed from its base • Test button to allows the user to perform periodic testing of detector circuitry and verify that the detector is within the sensitivity limits 	

PART B: FINANCIAL

(BILLS OF QUANTITIES)

PRELIMINARIES			
ITEM	DESCRIPTION		KSHS CTS
	<p>DESCRIPTION OF THE WORKS The works to be carried out under this contract comprise Installation of General Electrical, CCTV , Access Control works as per drawings and Bills of Quantities</p>		
A	<p>CLEARING AWAY The Contractor shall remove all temporary works, rubbish, debris and surplus materials from the site as they accumulate and upon completion of the works, remove and clear away all plant, equipment, rubbish, unused materials and stains and leave in a clean and tidy state to the reasonable satisfaction of the project Manager.</p> <p>The whole of the works shall be delivered up clean, complete and in perfect condition in every respect to the satisfaction of the Project Manager.</p>		
B	<p>CLAIMS It shall be a condition of this contract that upon it becoming reasonably apparent to the Contractor that he has incurred losses and/or expenses due to any of the contract conditions, or by any other reason whatsoever, he shall present such claim or intent to claim notice to the PROJECT MANAGER within the contract period. No claims shall be entertained upon the expiry of the said contract period.</p>		
C	<p>PRICING RATES The tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities.</p> <p>Items for which no rate or price is entered by the tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.</p> <p>The tenderer shall include for all costs in executing the whole of the works, including transport, replacing damaged items, fixing, all to comply with the said Conditions of Contract.</p>		
	SUB TOTAL C/F TO NEXT PAGE		

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ITEM	DESCRIPTION		KSHS CTS
	<p>Brought Forward From Previous Page</p> <p>Prices quoted should be net inclusive of all taxes, must be in Kenya shillings Prices shall remain valid for One Hundred and twenty (120) days from the closing date of tender.</p> <p>The rates and prices quoted by the tenderer shall only be subject to adjustment during the performance of the Contract if provided for in the Appendix to Conditions of Contract and provisions made in the Conditions of Contract.</p> <p>D MATERIALS FROM DEMOLITIONS Any materials arising from demolitions SHALL NOT BE re-used shall become the property of the client unless otherwise advised.</p> <p>E URGENCY OF THE WORKS The Contractor is notified that these “works are urgent” and should be completed within the period stated in these Particular Preliminaries. The Contractor shall allow in his rates for any costs he deems that he/she may incur by having to complete the works within the stipulated contract period.</p> <p>F PAYMENTS GENERALLY The contractor is advised to deliver & concur on his claim for payment with the PM before the following site visit to enable approval of the same by the Acceptance & Approval Committee.</p> <p>The claim shall be prepared in the same format as these bills clearly showing quantities & rates (both work & materials).</p> <p>Both the PM & contractor should be able to locate & identify the items claimed from the main bill.</p> <p>G PAYMENT FOR MATERIALS ON SITE All materials for incorporation in the works must be stored on site before payment is effected, unless specifically exempted by the Project Manager. This is to include materials of the Contractor, nominated sub-Contractors and nominated suppliers.</p>		
	SUB TOTAL C/F TO NEXT PAGE		

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ITEM	DESCRIPTION		KSHS CTS
	Brought Forward From Previous Page		
H	<p>ADVANCE PAYMENTS The tenderer's attention is drawn to the fact that the Government does not make any advance payments.</p>		
I	<p>EXISTING SERVICES Prior to the commencement of any work, the Contractor is to ascertain from the relevant authority the exact position, depth and level of all existing services in the area and he/she shall make whatever provisions may be required by the authorities concerned for the support, maintenance and protection of such services.</p>		
J	<p>DELIVERY OF TENDER Tenders and all documents in connection therewith, as specified above must be delivered in the addressed envelope which should be properly sealed and deposited at the offices as specified in the letter accompanying these documents or as indicated in the advertisement.</p> <p>Tenders will be opened at the time specified in the letter accompanying these Tender Documents or as indicated in the advertisement. Tenders delivered/received later than the above time will not be opened.</p>		
K	<p>MEASUREMENTS In the event of any discrepancies arising between the Bills of Quantities and the actual works, the site measurements shall generally take precedence.</p> <p>However, such discrepancies between any contract documents shall immediately be referred to the PROJECT MANAGER. The discrepancies shall then be treated as a variation and be dealt with in Conditions of Contract.</p>		
L	<p>VALUE ADDED TAX The contractor should include this tax in the RATES and NOT in the Grand Summary.</p>		
	SUB TOTAL C/F TO NEXT PAGE		

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ITEM	DESCRIPTION		KSHS CTS
<p>N</p>	<p>Brought Forward From Previous Page</p>		
	<p>SECURITY FOR THE WORKS</p>		
	<p>The Contractor shall allow for providing adequate security for the works and the workers in the course of execution of this contract. No claim will be entertained from the Contractor for not maintaining adequate security for both the works and workers.</p>		
	<p>Supervision by Engineer and site meeting</p>		200,000.00
	<p>Allow a percentage sum for the contractors administrative costs and profits for the above</p>	%	
<p>M</p>	<p>PLANT, TOOLS AND VEHICLES</p>		
<p>O</p>	<p>TRANSPORT.</p>		
<p>P</p>	<p>MATERIALS AND WORKMANSHIP.</p>		
	<p>All materials and workmanship used in the execution of the work shall be of the best quality and description unless otherwise stated. The Contractor shall order all materials to be obtained from overseas immediately after the Contract is signed and shall also order materials to be obtained from local sources as early as necessary to ensure that they are onsite when required for use in the works. The Bills of Quantities shall not be used for the purpose of ordering materials.</p>		
	<p>SUB TOTAL C/F TO NEXT PAGE</p>		

	DESCRIPTION		KSHS CTS
<p>Q</p>	<p>Brought Forward From Previous Page SIGN FOR MATERIALS SUPPLIED.</p> <p>The Contractor will be required to sign a receipt for all articles and materials supplied by the PROJECT MANAGER at the time of taking deliver thereof, as having received them in good order and condition, and will thereafter be responsible for any loss or damage and for replacements of any such loss or damage with articles and/or materials which will be supplied by the PROJECT MANAGER at the current market prices including Customs Duty and V.A.T., all at the Contractor's own cost and expense, to the satisfaction of the PROJECT MANAGER</p>		
<p>R</p>	<p>STORAGE OF MATERIALS</p> <p>The Contractor shall provide at his own risk and cost where directed on the site weather proof lock-up sheds and make good damaged or disturbed surfaces upon completion to the satisfaction of the PROJECT MANAGER Nominated Sub-Contractors are to be made liable for the cost of any storage accommodation provided especially for their use.</p>		
<p>S</p>	<p>SAMPLES</p> <p>The Contractor shall furnish at his own cost any samples of materials or workmanship including concrete test cubes required for the works that may be called for by the PROJECT MANAGER for his approval until such samples are approved by the PROJECT MANAGER and the PROJECT MANAGER, may reject any materials or workmanship not in his opinion to be up to approved samples. The PROJECT MANAGER shall arrange for the testing of such materials as he may at his discretion deem desirable, but the testing shall be made at the expense of the Contractor and not at the expense of the PROJECT MANAGER PROVIDED THEY PASS THE TEST. The Contractor shall pay for the testing in accordance with the current scale of testing charges laid down by the Ministry of Public Works.</p>		
	<p>SUB TOTAL C/F TO NEXT PAGE</p>		

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ITEM	DESCRIPTION		KSHS CTS
	<p>Brought Forward From Previous Page</p> <p>The procedure for submitting samples of materials for testing and the method of marking for identification shall be as laid down by the PROJECT MANAGER The Contractor shall allow in his tender for such samples and tests except those in connection with nominated sub-contractors' work.</p> <p>Samples of paint, carpets, curtains & covers, tiles & timber shall be required for approval by the PM together with the employer.</p> <p>No alternte rate shall be offered on account that the employer has chosen a superior finish unless the bidder had attached the sample he priced.</p> <p>T SECURITY OF WORKS ETC.</p> <p>The Contractor shall be entirely responsible for the security of all the works stores,materials, plant, personnel, etc., both his own and sub-contractors' and must provide all necessary watching, lighting and other precautions as necessary to ensure security against theft, loss or damage and the protection of the public.</p> <p>U PROVISIONAL WORK</p> <p>All work described as "Provisional" in these Bills of Quantities is subject to remeasurement in order to ascertain the actual quantity executed for which payment will be made. All "Provisional" and other work liable to adjustment under this Contract shall left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the PROJECT MANAGER Immediately the work is ready for measuring, the Contractor shall give notice to the PROJECT MANAGER. If the Contractor makes default in these respects he shall if the PROJECT MANAGER so directs uncover the work to enable all measurements to be taken and afterwards reinstate at his own expense.</p>		
	<p>SUB TOTAL C/F TO NEXT PAGE</p>		

ITEM	DESCRIPTION		KSHS CTS
<p>V</p>	<p>Brought Forward From Previous Page</p> <p>ADJUSTMENT OF PROVISIONAL SUMS.</p> <p>In the final account all Provisional Sums shall be deducted and the value of the work properly executed in respect of them upon the PROJECT MANAGER's order added to the Contract Sum. Such work shall be valued , but should any part of the work be executed by a Nominated Sub-Contractor, the value of such work or articles for the work to be supplied by a Nominated Supplier, the value of such work or articles shall be treated as a P.C. Sum and profit and attendance comparable to that contained in the priced Bills of Quantities for similar items added.</p>		
<p>W</p>	<p>PREVENTION OF ACCIDENT, DAMAGE OR LOSS</p> <p>The Contractor is notified that these works are to be carried out on a restricted site where the client is going on with other normal activities. The Contractor is instructed to take reasonable care in the execution of the works as to prevent accidents, damage or loss and disruption of normal activities being carried out by the Client. The Contractor shall allow in his rates any expense he deems necessary by taking such care within the site.</p>		
	<p>SUB TOTAL C/F TO THE MAIN SUMMARY</p>		

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BILL 2.0 - SCHEDULE NO. 1 - ACCESS CONTROL

Item	Description	Qty	Unit	Rate (Ksh)	Amount (Ksh)
	Supply, install, test and commission the following :- ACCESS CONTROL				
1.01	IPS Combo Cluster box complete cluster controller, 1No. Wiegand reader module, 3No. Expansion Modules space for Wiegand/Antenna reader modules, Integrated Power Supply and batteries as specified in Particular Specifications as Impro or approved equivalent.	3	No.		
1.02	Wiegand reader modules as impro or approved equivalent	7	No.		
1.03	Electric strike complete with door closer	20	No.		
1.04	IP Based Door Fingerprint biometric & card reader as specified in Particular Specifications as Impro Imprint Biometric Reader or approved equivalent.	20	No.		
1.05	Door Exit switch	20	No.		
1.06	Override Key switch	20	No.		
1.07	Emergency Break glass	20	No.		
1.08	Desk mounted tag registration reader USB, 125kHz/ 13.56 MHz as Impro or approved equivalent	1	No.		
1.09	Proximity Cards with the individual employee's name as specified in Particular Specifications.	100	No.		
1.10	Mylair cable for access control system	1000	lm		
SUB TOTAL C/F TO COLLECTION SUMMARY PAGE					

COLLECTION SUMMARY PAGE		
ITEM	DESCRIPTION	AMOUNT (KSHS)
A	Sub total B/F from SCHEDULE NO. 1- ACCESS CONTROL	
B	Price for removal of existing card reader and cables and handover to the client	
	TOTAL C/F TO MAIN SUMMARY PAGE	

BILL 2.0 - SCHEDULE 2: CCTV WORKS GROUND AND BASEMENT FLOOR

Item	Description	Qty	Unit	Rate	Kshs.
A	INDOOR INSTALLATION CAMERAS Supply, Install, Test and commission the following:				
2.01	Indoor 4Megapixel Bullet Camera , as Wisenet or approved equivalent.	5	No		
2.02	Indoor 4Megapixel Dome Camera as Wisenet or approved equivalent.	1	No		
2.03	Cat 6-E, 4 pair STP terminated in RJ 45 as appropriate and drawn in new conduits and trunking.	300	LM		
2.04	24 port full PoE+ Switch, modular uplink configuration, with Network Advantage software as Cisco Catalyst C1000 series or Approved equivalent	1	No		
2.05	24 Port Patch panel as SIEMON or Approved Equivalent.	1	No.		
2.06	Cable Managers as SIEMON or Approved Equivalent.	1	No.		
2.07	Printed Self Laminated Wrap Cable Markers	6	No.		
2.08	1M RJ45 - RJ45 Cat 6A STP Factory Terminated Patch Cord as SIEMON or Approved Equivalent for Cabinet Use.	6	No.		
B	CONTROL ROOM/SERVER ROOM				
2.09	64 Channel Input/Output Network Video recorder, c/w Event triggered recording, External Storage Option, Built in Server for Recording and Playback, Allow simultaneous display of upto 16 Video Channels, Events Configurations e.g Analytics, Sensors and Motion Detection, Remote access functionalities with minimum internal storage capacity of 16 terabyte as Samsung or equal and approved equivalent complete with the hard disk drivers.	1	No		
2.10	IP Surveillance Central Management software for viewing and Recording live video of premises with option for remote recording and Viewing Live and Map monitoring simultaneously, System events log messaging, Alarm Monitoring, Device Management Upto 16 simultaneous videos playback complete with license.	1	Lot		
2.11	Cat 6A, 4pair STP terminated in RJ45 as appropriate, drawn in conduit /trunking	100	LM.		
SUB TOTAL C/F TO NEXT PAGE					

BILL 2.0 CONT'D - SCHEDULE 2: CCTV WORKS GROUND FLOOR

Item	Description	Qty	Unit	Rate (Ksh)	Amount (Ksh)
	Brought Forward From Previous Page				
	Supply, install, test and commission the following :-				
2.12	Screened Armoured 8 Core Multimode Fibre Optic Cable as SIEMON or Approved Equivalent from the floor Switch to the Core Switch.	10	LM		
2.13	LED panel display 49",HDMI input, Component video input, composite video input, S-video input, VGA input,VGA output and composite video output.	1	No		
2.14	Work station complete with computer, monitor, key board and any other necessary accessories	1	No		
2.15	RJ45 Cat 6A STP Data Faceplates as SIEMON or Approved Equivalent for item 2.14 above	1	No.		
2.16	3M RJ45 - RJ45 Cat 6A STP Factory Terminated Patch Cord as SIEMON or Approved Equivalent for item 2.14 above.	1	No.		
SUB TOTAL C/F TO COLLECTION PAGE					

BILL 2.0 - SCHEDULE 2: CCTV WORKS: FIRST FLOOR

Item	Description	Qty	Unit	Rate	Kshs.
A	INDOOR INSTALLATION CAMERAS				
	Supply, Install, Test and commission the following:				
3.01	Indoor 4Megapixel Bullet Camera , as Wisenet or approved equivalent.	3	No		
3.02	Indoor 4Megapixel Dome Camera as Wisenet or approved equivalent.	1	No		
3.03	Cat 6-E, 4 pair STP terminated in RJ 45 as appropriate and drawn in new conduits and trunking, from each camera to	200	LM		
3.04	1M RJ45 - RJ45 Cat 6A STP Factory Terminated Patch Cord as SIEMON or Approved Equivalent for Cabinet Use.	15	No.		
SUB TOTAL C/F TO COLLECTION PAGE					

National Public Health Reference Laboratory, Block B

BILL 2.0 - SCHEDULE 2: CCTV WORKS: SECOND AND THIRD FLOOR

Item	Description	Qty	Unit	Rate	Kshs.
	INDOOR INSTALLATION CAMERAS				
	Supply, Install, Test and commission the following:				
4.01	Indoor 4Megapixel Bullet Camera , as Wisenet or approved equivalent.	3	No		
4.02	Indoor 4Megapixel Dome Camera as Wisenet or approved equivalent.	1	No		
4.03	Cat 6-E, 4 pair STP terminated in RJ 45 as appropriate and drawn in new conduits and trunking, from each camera to	200	LM		
4.04	1M RJ45 - RJ45 Cat 6A STP Factory Terminated Patch Cord as SIEMON or Approved Equivalent for Cabinet Use.	10	No.		
SUB TOTAL C/F TO THE COLLECTION PAGE					

COLLECTION SUMMARY PAGE		
ITEM	DESCRIPTION	AMOUNT (KSHS)
A	Sub total B/F from SCHEDULE NO. 2- CCTV INSTALLATION WORKS GROUND AND BASEMENT FLOOR	
B	Sub total B/F from SCHEDULE NO. 2- CCTV INSTALLATION WORKS FIRST FLOOR	
C	Sub total B/F from SCHEDULE NO. 2- CCTV INSTALLATION WORKS SECOND TTHIRD FLOOR	
TOTAL C/F TO MAIN SUMMARY PAGE		

BILL 2.0 - SCHEDULE NO. 3 - POWER DISTRIBUTION

Item	Description	Qty	Unit	Rate (Ksh)	Amount (Ksh)
	Supply, install, test and commission the following :- POWER POINTS				
3.01	13 Amps socket outlet points wired ring comprising of 3x2.5 mm sq. single core PVCI copper cables drawn in concealed 25mm HG PVC conduits and power coated metal Trunking (redistributing existing load)	60	No.		
3.02	13 Amps. Twin Moulded plate switched socket outlet with neon indicator as BG or approved equivalent	40	No.		
	DISTRIBUTION BOARDS				
3.03	16 ways TP&N, flush mounted distribution boards (A) complete with 100A integral isolator as HAGER or approved equivalent complete with all accessories but excluding MCB's	2	No.		
3.04	(a) 32A, SP (b) Blanking plates	9 9	No. No.		
3.05	25 mm ² 4Core PVC/SWA/PVC Copper cables laid on duct from LV board to DB at Lab First Floor, complete with cable lug and gland	12	LM		
3.06	25 mm ² 4Core PVC/SWA/PVC Copper cables laid on duct from LV board to DB at Lab Second Floor, complete with cable lug and gland	15	LM		
3.07	Rewiring the new Distribution board	1	Item		
3.08	Price for removal ,rewiring and fixing of existing power points accordingly for redistribution of load	30	No.		
3.09	Price for reconnection of the 20KVA UPS in the server room to the exhaust fans	1	Item		
SUB TOTAL C/F TO MAIN SUMMARY PAGE					

COLLECTION SUMMARY PAGE		
ITEM	DESCRIPTION	AMOUNT (KSHS)
A	Sub total B/F from SCHEDULE NO. 2- POWER INSTALLATION WORKS	
B	Price for removal of the following and handover to the client	
	a) 10 ways and 12 ways DB in the duct	
	b) Submains cables in the duct from the LV board to the 2 No. Distribution boards	
	TOTAL C/F TO MAIN SUMMARY PAGE	

BILL 2.0 - SCHEDULE FIRE ALARM SYSTEM					
Item	Description	Qty	Unit	Rate (Ksh)	Amount (Ksh)
	Supply, install, test and commission the following :- FIRE ALARM SYSTEM.				
4.01	2 Loop Flush mounted, addressable Fire alarm control panel complete with 72 hour stand by Battery and charger as Honeywell or approved equivalent	1	No.		
4.02	Power point wired radial comprising of 3x2.5 mm sq. Heat resistant single core PVC copper cables drawn in concealed 20mm HG PVC conduits for item above.	1	No.		
4.03	Fire alarm power points wired in Heat resistant SC PVC copper cables drawn in concealed HG PVC conduits	48	No.		
4.04	Addressable low profile LED Electronic Sounder and Beacon with a flashing Light as Honeywell	3	No.		
4.05	Photoelectric Smoke detectors as Honeywell or approved equivalent.	35	No.		
4.06	Fire break glass Manual call point unit as Honeywell or approved equivalent complete with a packet of 5 spare glasses, a packet of 5 spare test keys, a spare back box and a hinged cover.	10	No.		
	<u>FIREMAN'S SWITCH</u>				
4.07	Fireman's switch circuit comprising of 3x2.5 mm ² Heat resistant single core PVC copper cables drawn in concealed 20mm HG PVC conduits complete with all fixing materials necessary to the Incomer.	1	No.		
4.08	Firemans switch as MENVIER or approved equivalent	1	No.		
4.09	20A SPN MCB for above item as CLIPSAL or approved equivalent	1	No.		
SUB TOTAL C/F TO MAIN SUMMARY PAGE					

NATIONAL PUBLIC HEALTH REFERENCE LABORATORY, BLOCK B

GRAND SUMMARY

Item	Description	Amount (Kshs)
1	Sub-Total for Bill No.1 Schedule No. 1 - Preliminaries	
2	Sub-Total for Bill No.2 Schedule No. 1 - Access Control Installation System	
3	Sub-Total for Bill No.2 Schedule No. 2 - CCTV Installation System Works	
4	Sub-Total for Bill No.2 Schedule No. 3 - Power Distribution Installation System Works	
5	Sub-Total for Bill No.2 Schedule No. 4 - Fire Alarm System Installation System Works	
6	Price for 4 sets of As Installed drawings	
7	Allow a Contingency Sum	600,000.00
Grand Total Carried to Form of Tender (VAT Inclusive)		

TOTAL AMOUNT IN WORDS

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TENDERER'S NAME & STAMP

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SIGNATURE DATE.....

P.I.N No.,..... V.A.T CERTIFICATE No.....

WITNESS..... ADDRESS.....

SIGNATURE OF WITNESS..... DATE.....