

# MINISTRY OF MINING, BLUE ECONOMY AND MARITIME AFFAIRS



Kenya Marine Fisheries Socioeconomic  
Development Project (KEMFSED)  
P.O. Box 58187-00200  
NAIROBI



## Request for Bids Works

### Procurement of:

### CONSTRUCTION OF FISHERIES OFFICE, MOMBASA COUNTY

Employer: State Department for Blue Economy & Fisheries

Project: Kenya Marine Fisheries Socio-Economic  
Development Project (KEMFSED)

Contract Title: CONSTRUCTION OF FISHERIES OFFICE –  
MOMBASA COUNTY

Country: Republic of Kenya Loan No./Credit No./Grant No.: 6540-KE RFBNo.:

**KE-MOMBE&MA-MSA-2023-001-CW/MMBE&MA/SDBE&F/10/2022-2023**

Issued on: **23rd May 2023**

**VOLUME 1 OF 2**

# **Bidding Document: Request for Bids – Small Works**

## **PART 1 – BIDDING PROCEDURES**

### **Section I - Instructions to Bidders (ITB)**

This Section provides information to help Bidders prepare their Bids. It is based on a one-envelope Bidding process. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

### **Section II - Bid Data Sheet (BDS)**

This Section includes of provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders.

### **Section III - Evaluation and Qualification Criteria**

This Section specifies the criteria to determine the Most Advantageous Bid.

### **Section IV - Bidding Forms**

This Section includes the forms for the Bid submission, Bill of Quantities or Activity Schedule to be completed by the Bidder and submitted as part of its Bid.

### **Section V - Eligible Countries**

This Section contains information regarding eligible countries.

### **Section VI - Fraud and Corruption**

This section includes the Fraud and Corruption provisions which apply to this Bidding process.

## **PART 2 – WORKS' REQUIREMENTS**

### **Section VII - Works' Requirements**

This Section contains the Specification, the Drawings, and supplementary information that describe the Works to be procured. The Works' Requirements also include the environmental and social (ES) requirements (including requirements relating to Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH)) which are to be satisfied by the Contractor in executing the Works.

## **PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

### **Section VIII - General Conditions of Contract (GCC)**

This Section contains the general clauses to be applied in all contracts.  
**The text of the clauses in this Section shall not be modified.**

### **Section IX - Particular Conditions of Contract (PCC)**

This Section consists the Particular Conditions of Contract which contains provisions specific to the contract. The contents of this Section modify or supplement the General Conditions and shall be prepared by the Employer.

### **Section X - Contract Forms**

This Section contains the Letter of Acceptance, Contract Agreement and other relevant forms.

# Request for Bids - Small Works

(Without Prequalification)

**Country:** Kenya

**Employer:** State Department for Blue Economy & Fisheries

**Name of Project:** Kenya Marine Fisheries Socio-Economic Development Project

**Contract title:** Construction of Fisheries Office, Mombasa County **Country:** Republic of Kenya

**Credit No.** 6540-KE

**RFB No:** **KE-MOMBE&MA-MSA-2023-001-CW/MMBE&MA/SDBE&F/10/2022-2023**

**Issued on:** **23rd May 2023**

1. The Government of Kenya (hereinafter called “Borrower”) has received financing from the World Bank toward the cost of the **Kenya Marine Fisheries and Socio-Economic Development Project (KEMFSED)**, and intends to apply part of the proceeds toward payments under the contract for **Construction of Fisheries Offices in Mombasa**. For this contract, the Borrower shall process the payments using the Direct Payment disbursement method, as defined in the World Bank’s Disbursement Guidelines for Investment Project Financing.
2. The State Department for Blue Economy & Fisheries now invites sealed Bids from eligible Bidders for **Construction of Fisheries Office in Mombasa. Contract No. KE-MOMBE&MA-MSA-2023-001-CW/MMBE&MA/SDBE&F/10/2022-2023**  
The scope of construction works involves;
  - a) Builders works
  - b) Civil Works
  - c) Mechanical Works
  - d) Electrical WorksThe Construction period is **12 calendar months**  
The Construction location: **Kenya Fisheries Service (KEFS) Office, Liwatoni, Mombasa County**  
Coordinates: **4°4'7.6"S 39°39'32.6"E**
3. Bidding will be conducted through national competitive procurement using a Request for Bids (RFB) as specified in the World Bank’s “Procurement Regulations for IPF Borrowers” Procurement in Investment Projects Financing” dated November 2020 fourth Edition (“Procurement Regulations”), and is open to all Bidders as defined in the Procurement Regulations.
4. Interested eligible Bidders may obtain further information from **The State Department for Blue Economy and Fisheries; Kenya Marine Fisheries and Socio-Economic Development (KEMFSED) Project, National Project Coordinator - E-mail:**



[info@kemfsed.org](mailto:info@kemfsed.org) and inspect the bidding document during office hours i.e. 0800 to 1700 hours East African Time at the address given below.

5. The bidding document in **English** may be purchased by interested eligible Bidders upon the submission of a written application to the address below and upon payment of a nonrefundable fee of **KES 1,000/=**. The method of payment will be *Cash at the address provided below*. The document will be collected at the address provided below or freely downloaded from the website below or state portal for tenders; [www.tenders.go.ke](http://www.tenders.go.ke), and Ministry's Website: [www.mibema.go.ke](http://www.mibema.go.ke).
6. Bids **Must** be delivered to the address below **tender box located at Maktaba Kuu Building, Mezzanine Floor project office, Kenya Marine Fisheries and Socio-Economic Development (KEMFSED) Project at Ngong Road** on or before 1100 hours East African Time (EAT) on **22nd June 2023**. Electronic Bidding will **NOT** be permitted. Late Bids will be rejected. Bids will be publicly opened in the presence of the Bidders' designated representatives and anyone who chooses to attend at the address below **Maktaba Kuu Building Mezzanine floor, KEMFSED Board room at 1100 hours EAT on 22nd June 2023**.
7. All Bids must be accompanied by a Bid Security of Kenya Shilling Eight Hundred and Fifty Thousand Only (KES. 850,000.00) from a recognized financial institution in Kenya, Registered with NCA; Category NCA 4 & 5 in Buildings and Civil works, CR12 Certificate issued by the Registrar of Companies (Kenya) within six (6) months, Certified valid Business Permit / License, Certified valid Tax Compliance Certificate.
8. All Bids must be accompanied by a Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Declaration.
9. Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful bidder's beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the bidding document.

10. The address referred to above is:

Physical address The Principal Secretary Ministry of Mining, Blue Economy and Maritime Affairs State Department for Blue Economy and Fisheries Ngong Road, Works Building, 3rd Floor, P o Box 58187-00200 Nairobi <a href="http://www.mibema.go.ke">www.mibema.go.ke</a>	Other addresses The National Project Coordinator Kenya Marine Fisheries and Socio-Economic Development (KEMFSED) Project State Department for Blue Economy & Fisheries. Ministry of Mining, Blue Economy and Maritime Affairs Maktaba Kuu Building, Mezzanine Floor, Ngong Road, Website: <a href="https://www.mibema.go.ke">https://www.mibema.go.ke</a> , <a href="http://www.kemfsed.org">www.kemfsed.org</a> Email: <a href="mailto:info@kemfsed.org">info@kemfsed.org</a> Telephone: +254-20-2718870
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# Standard Procurement Document

## Table of Contents

<b>PART 1 – Bidding Procedures.....</b>	<b>3</b>
Section I - Instructions to Bidders.....	5
Section II - Bid Data Sheet (BDS) .....	37
Section IV - Bidding Forms .....	65
Section V - Eligible Countries.....	281
Section VI - Fraud and Corruption.....	283
<b>PART 2 – Works’ Requirements.....</b>	<b>287</b>
Section VII - Works’ Requirements .....	289
<b>PART 3 – Conditions of Contract and Contract Forms.....</b>	<b>309</b>
Section III - Evaluation and Qualification Criteria .....	45
Section VIII - General Conditions of Contract .....	310
Section IX - Particular Conditions of Contract .....	367
Section X - Contract Forms .....	371

# **PART 1 – Bidding Procedures**

# Section I - Instructions to Bidders

## Contents

<b>A. General.....</b>	<b>7</b>
1. Scope of Bid .....	7
2. Source of Funds .....	8
3. Fraud and Corruption.....	8
4. Eligible Bidders .....	9
5. Eligible Materials, Equipment and Services .....	12
<b>B. Contents of Bidding Document.....</b>	<b>12</b>
6. Sections of Bidding Document .....	12
7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting.....	13
8. Amendment of Bidding Document .....	14
<b>C. Preparation of Bids .....</b>	<b>14</b>
9. Cost of Bidding.....	14
10. Language of Bid.....	14
11. Documents Comprising the Bid .....	15
12. Letter of Bid and Schedules .....	15
13. Alternative Bids .....	16
14. Bid Prices and Discounts.....	16
15. Currencies of Bid and Payment.....	17
16. Documents Comprising the Technical Proposal .....	17
17. Documents Establishing the Eligibility and Qualifications of the Bidder.....	18
18. Period of Validity of Bids .....	18
19. Bid Security .....	19
20. Format and Signing of Bid.....	21
<b>D. Submission and Opening of Bids .....</b>	<b>21</b>
21. Sealing and Marking of Bids .....	22
22. Deadline for Submission of Bids.....	22
23. Late Bids.....	23
24. Withdrawal, Substitution, and Modification of Bids .....	23
25. Bid Opening .....	23
<b>E. Evaluation and Comparison of Bids.....</b>	<b>25</b>
26. Confidentiality.....	25

27. Clarification of Bids.....	25
28. Deviations, Reservations, and Omissions .....	25
29. Determination of Responsiveness .....	26
30. Nonmaterial Nonconformities.....	26
31. Correction of Arithmetical Errors.....	27
32. Conversion to Single Currency .....	27
33. Margin of Preference .....	28
34. Subcontractors .....	28
35. Evaluation of Bids.....	28
36. Comparison of Bids .....	29
37. Abnormally Low Bids.....	29
38. Unbalanced or Front Loaded Bids .....	30
39. Qualification of the Bidder.....	30
40. Most Advantageous Bid .....	31
41. Employer's Right to Accept Any Bid, and to Reject Any or All Bids.....	31
42. Standstill Period.....	31
43. Notification of Intention to Award.....	32
<b>F. Award of Contract.....</b>	<b>32</b>
44. Award Criteria.....	32
45. Notification of Award.....	32
46. Debriefing by the Employer .....	33
47. Signing of Contract .....	34
48. Performance Security .....	34
49. Adjudicator .....	35
50. Procurement Related Complaint.....	35

## Section I - Instructions to Bidders

### A. General

1. **Scope of Bid**
  - 1.1 In connection with the Specific Procurement Notice - Request for Bids (RFB), specified in the Bid Data Sheet (BDS), the Employer, as specified in the BDS, issues this bidding document for the provision of Works as specified in Section VII, Works' Requirements. The name, identification and number of lots (contracts) of this RFB are specified in the BDS.
  - 1.2 Throughout this bidding document:
    - (a) the term **"in writing"** means communicated in written form (e.g. by mail, e-mail, and fax, including if specified **in the BDS**, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;
    - (b) if the context so requires, **"singular"** means **"plural"** and vice versa;
    - (c) **"Day"** means calendar day, unless otherwise specified as **"Business Day"**. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays;
    - (d) **"ES"** means environmental and social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH));
    - (e) **"Sexual Exploitation and Abuse"** **"(SEA)"** means the following:

**"Sexual Exploitation"** is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;

**"Sexual Abuse"** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
    - (f) **"Sexual Harassment"** **"(SH)"** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the

Contractor's Personnel with other Contractor's or Employer's Personnel;

(g) **"Contractor's Personnel"** is as defined in Sub- Clause 1 (ii) of the General Conditions of Contract; and

(h) **"Employer's personnel"** is as defined in GCC Sub-Clause 1 (nn) of the General Conditions of Contract.

A non-exhaustive list of (i) behaviors which constitute SEA and (ii) behaviors which constitute SH is attached to the Code of Conduct form in Section IV.

- |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2. Source of Funds      | <p>2.1 The Borrower or Recipient (hereinafter called "Borrower") specified <b>in the BDS</b> has received or has applied for financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified <b>in the BDS</b>, toward the project named <b>in the BDS</b>. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this bidding document is issued.</p> <p>2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment, plant, or materials, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).</p> |
| 3. Fraud and Corruption | <p>3.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section VI.</p> <p>3.2 In further pursuance of this policy, bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

- 4. Eligible Bidders**
- 4.1 A Bidder may be a firm that is a private entity, or a state-owned enterprise or institution, subject to ITB 4.6, or any combination of them in the form of a joint venture (JV), under an existing agreement, or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified in the **BDS**, there is no limit on the number of members in a JV.
- 4.2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:
- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
  - (b) receives or has received any direct or indirect subsidy from another Bidder; or
  - (c) has the same legal representative as another Bidder; or
  - (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
  - (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
  - (f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Project Manager for the Contract implementation;
  - (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or



were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm;

- (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the contract, and/or the Bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.

- 4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a Subcontractor in other Bids. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member may participate as a subcontractor in more than one Bid.
- 4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.
- 4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms

and individuals is available at the electronic address specified in the BDS.

- 4.6 Bidders that are state-owned enterprises or institutions in the Employer's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Employer.
- 4.7 A Bidder shall not be under suspension from Bidding by the Employer as the result of the operation of a Bid-Securing or Proposal-Securing Declaration.
- 4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. When the Works are implemented across jurisdictional boundaries (and more than one country is a Borrower, and is involved in the procurement), then exclusion of a firm or individual on the basis of ITB 4.8 (a) above by any country may be applied to that procurement across other countries involved, if the Bank and the Borrowers involved in the procurement agree.
- 4.9 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.10 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment;
  - (a) relates to fraud or corruption, and
  - (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

**5. Eligible Materials, Equipment and Services**

- 5.1 The materials, equipment and services to be supplied under the Contract and financed by the Bank may have their origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Contract will not contravene such restrictions. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.

**B. Contents of Bidding Document**

**6. Sections of Bidding Document**

- 6.1 The bidding document consists of Parts 1, 2, and 3, which include all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8.

**PART 1 Bidding Procedures**

- Section I - Instructions to Bidders (ITB)
- Section II - Bid Data Sheet (BDS)
- Section III - Evaluation and Qualification Criteria
- Section IV - Bidding Forms
- Section V - Eligible Countries
- Section VI - Fraud and Corruption

**PART 2 Works' Requirements**

- Section VII - Works' Requirements

**PART 3 Conditions of Contract and Contract Forms**

- Section VIII - General Conditions of Contract (GCC)
- Section IX - Particular Conditions of Contract (PCC)
- Section X - Contract Forms

- 6.2 The Specific Procurement Notice - Request for Bids (RFB) issued by the Employer is not part of this bidding document.
- 6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the bidding document, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.

- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information and documentation as is required by the bidding document.
7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting
- 7.1 A Bidder requiring any clarification of the bidding document shall contact the Employer in writing at the Employer's address specified **in the BDS** or raise its inquiries during the pre-Bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified **in the BDS**. The Employer shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Employer shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the bidding document, the Employer shall amend the bidding document following the procedure under ITB 8 and ITB 22.2.
- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 If so specified **in the BDS**, the Bidder's designated representative is invited to attend a pre-Bid meeting and/or a Site of Works visit. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

- 7.5 The Bidder is requested, to submit any questions in writing, to reach the Employer not later than one week before the meeting.
- 7.6 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the bidding document in accordance with ITB 6.3 Any modification to the bidding document that may become necessary as a result of the pre-Bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-Bid meeting. Nonattendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of bids, the Employer may amend the bidding document by issuing addenda.
- 8.2 Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Employer in accordance with ITB 6. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 7.1.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2.

### **C. Preparation of Bids**

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in the language specified **in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language

specified in the **BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

## 11. Documents Comprising the Bid

### 11.1 The Bid shall comprise the following:

- (a) **Letter of Bid** prepared in accordance with ITB 12;
- (b) **Bill of Quantities or Activity Schedule:** completed in accordance with ITB 12 and ITB 14, as specified in the **BDS**;
- (c) **Bid Security or Bid-Securing Declaration**, in accordance with ITB 19.1;
- (d) **Alternative Bid**, if permissible, in accordance with ITB 13;
- (e) **Authorization:** written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;
- (f) Bidder's **Eligibility:** documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to Bid;
- (g) **Qualifications:** documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;
- (h) **Conformity:** a technical proposal in accordance with ITB 16;
- (i) any other document required in the **BDS**.

11.2 In addition to the requirements under ITB 11.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

## 12. Letter of Bid and Schedules

12.1 The Letter of Bid and Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested.

- 13. Alternative Bids**
- 13.1 Unless otherwise specified **in the BDS**, alternative Bids shall not be considered.
- 13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included **in the BDS** and the method of **evaluating** different alternative times for completion will be described in Section III, Evaluation and Qualification Criteria.
- 13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer **technical** alternatives to the requirements of the bidding document must first price the Employer's design as described in the bidding document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Bidder with the Most Advantageous Bid conforming to the basic technical requirements shall be considered by the Employer.
- 13.4 When specified **in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified **in the BDS** and described in Section VII, Works' Requirements. The method for their evaluation will be stipulated in Section III, Evaluation and Qualification Criteria.
- 14. Bid Prices and Discounts**
- 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Activity **Schedule** or Bill of Quantities shall conform to the requirements specified below.
- 14.2 The Bidder shall submit a Bid for the whole of the Works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV. Bidding Forms. In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.
- 14.3 The price to be quoted in the Letter of Bid, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.

- 14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid in accordance with ITB 12.1.
- 14.5 Unless otherwise specified **in the BDS** and the Conditions of Contract, the **prices** quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data in Section IV-Bidding Forms and the Employer may require the Bidder to justify its proposed indices and weightings.
- 14.6 If so specified in ITB 1.1, Bids are invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all lots (contracts) are opened at the same time.
- 14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, **or** for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the rates and prices<sup>1</sup> and the total Bid price submitted by the Bidder.
- 15. Currencies of Bid and Payment**
- 15.1 The currency(ies) **of** the Bid and the currency(ies) of payments shall be the same and shall be as specified **in the BDS**.
- 15.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data are reasonable<sup>2</sup>, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.
- 16. Documents Comprising the**
- 16.1 The Bidder shall furnish a technical proposal including a statement of work methods, equipment, personnel, schedule

<sup>1</sup> In lump sum contracts, delete "rates and prices and the."

<sup>2</sup> For lump sum contracts, delete "unit rates and prices and shown in the Schedule of Adjustment Data are reasonable" and replace with "Lump Sum."



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| <b>Technical Proposal</b> |  | and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work's requirements and the completion time. |
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| <b>17. Documents Establishing the Eligibility and Qualifications of the Bidder</b> | <p>17.1</p> <p>17.2</p> <p>17.3</p> | <p>To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the <b>Letter</b> of Bid, included in Section IV, Bidding Forms.</p> <p>In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.</p> <p>If a margin of preference applies as specified in accordance with ITB 33.1, domestic <b>Bidders</b>, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITB 33.1.</p> |
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| <b>18. Period of Validity of Bids</b> | <p>18.1</p> <p>18.2</p> <p>18.3</p> | <p>Bids shall remain valid until the date specified <b>in the BDS</b> or any extended <b>date</b> if amended by the Employer in accordance with ITB 8. A Bid that is not valid until the date specified <b>in the BDS</b>, or any extended date if amended by the Employer in accordance with ITB 8, shall be rejected by the Employer as nonresponsive.</p> <p>In exceptional <b>circumstances</b>, prior to the date of expiration of the Bid validity, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for twenty-eight (28) days beyond the extended date for Bid validity. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.</p> <p>If the award is delayed by a period exceeding fifty-six (56) days beyond the date of expiry of the Bid validity specified in accordance with ITB 18.1, the Contract price shall be determined as follows:</p> |
|---------------------------------------|-------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

- (a) in the case of **fixed price** contracts, the Contract price shall be the Bid **price** adjusted by the factor specified in **the BDS**;
- (a) in the case of **adjustable** price contracts, no adjustment shall be made; or
- (b) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

## 19. Bid Security

19.1 The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration **or** a Bid Security as specified **in the BDS**, in original form and, in the case of a Bid Security, in the amount and currency specified **in the BDS**.

19.2 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.

19.3 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:

- (a) an **unconditional** guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);
- (b) an **irrevocable** letter of credit;
- (c) a **cashier's** or certified check; or
- (d) another **security** specified **in the BDS**,

from a reputable source from an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Employer's Country, the issuing non-bank financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable, unless the Employer has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original date of expiry of the Bid validity, or beyond any extended date if requested under ITB 18.2.

- 19.4 If a Bid Security or Bid Securing Declaration is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive Bid Security or Bid-Securing Declaration shall be rejected by the Employer as non-responsive.
- 19.5 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the **Performance** Security and if required in the BDS, the Environmental and Social (ES) Performance Security pursuant to ITB 48.
- 19.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security. and if required in the BDS, the Environmental and Social (ES) Performance Security.
- 19.7 The Bid **Security** may be forfeited:
- (a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or
  - (b) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB 47; or
    - (ii) furnish a Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB 48.
- 19.8 The Bid Security or the Bid-Securing Declaration of a JV shall be in the name of the JV that **submits** the Bid. If the JV has not been constituted into a legally enforceable JV, at the time of Bidding, the Bid Security or the Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent mentioned in ITB 4.1 and ITB 11.2.
- 19.9 If a Bid Security is not required **in the BDS**, pursuant to ITB 19.1, and;
- (a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 47; or

(ii) furnish a Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB 48,

the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Employer for a period of time stated in the BDS.

## 20. Format and Signing of Bid

20.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL". Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the Bid in the number specified in the BDS, and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2 Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business. This may include **proprietary** information, trade secrets, or commercial or financially sensitive information.

20.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.

20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

20.5 Any interlineations, **erasures**, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

## D. Submission and Opening of Bids

**21. Sealing and Marking of Bids**

- 21.1 The Bidder shall deliver the Bid in a single, sealed envelope (one-envelope Bidding process). Within the single envelope the Bidder shall place the following separate, sealed envelopes:
- (a) in an envelope marked “ORIGINAL”, all documents comprising the Bid, as described in ITB 11; and
  - (b) in an envelope marked “COPIES”, all required copies of the Bid; and
  - (c) if alternative Bids are permitted in accordance with ITB 13, and if relevant:
    - (i) in an envelope marked “ORIGINAL - ALTERNATIVE BID”, the alternative Bid; and
    - (ii) in the enveloped marked “COPIES – ALTERNATIVE BID” all required copies of the alternative Bid.
- 21.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
  - (b) be addressed to the Employer in accordance with ITB 22.1;
  - (c) bear the specific identification of this Bidding process specified in accordance with BDS 1.1; and
  - (d) bear a warning not to open before the time and date for Bid opening.
- 21.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

**22. Deadline for Submission of Bids**

- 22.1 Bids must be received by the Employer at the address and no later than the date and time specified **in the BDS**. When so specified **in the BDS**, Bidders shall have the option of submitting their Bids **electronically**. Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified **in the BDS**.
- 22.2 The Employer may, at its discretion, extend the deadline for the **submission** of Bids by amending the bidding document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

**23. Late Bids**

23.1 The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid **received** by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

**24. Withdrawal, Substitution, and Modification of Bids**

24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized **representative**, and shall include a copy of the authorization in accordance with ITB 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

- (a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION”; and
- (b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.

24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned **unopened** to the Bidders.

24.3 No Bid may be withdrawn, substituted, or modified in the interval between **the** deadline for submission of Bids and the date of expiry of the Bid validity specified by the Bidder on the Letter of Bid or any extended date thereof.

**25. Bid Opening**

25.1 Except in the cases specified in ITB 23 and ITB 24.2, the Employer shall publicly open and read out in accordance with this ITB, all Bids received by the deadline, at the date, time and place specified **in the BDS**, in the **presence** of Bidders’ designated representatives and anyone who chooses to attend. All Bidders, or their representatives and any interested party may attend a public opening. Any specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as specified **in the BDS**.

25.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the **envelope** with the corresponding Bid shall not be opened, but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice

contains a valid authorization to request the withdrawal and is read out at Bid opening.

- 25.3 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.
- 25.4 Next, envelopes marked “MODIFICATION” shall be opened and read out with the **corresponding** Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening.
- 25.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Price, per lot (contract) if applicable, including any discounts and alternative Bids; the presence or absence of a Bid Security, or Bid Securing Declaration, if required; and any other details as the Employer may consider appropriate.
- 25.6 Only Bids, alternative Bids and discounts that are opened and read out at Bid **opening** shall be considered further for evaluation. The Letter of Bid and the priced Schedules are to be initialed by representatives of the Employer attending Bid opening in the manner specified **in the BDS**.
- 25.7 The Employer shall neither discuss the merits of any Bid nor reject any Bid (**except** for late Bids, in accordance with ITB 23.1).
- 25.8 The Employer shall prepare a **record** of the Bid opening that shall include, as a minimum:
- (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
  - (b) the Bid Price, per lot (contract) if applicable, including any discounts;
  - (c) the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required; and
  - (d) any alternative Bids.

25.9 The Bidders' **representatives** who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

## E. Evaluation and Comparison of Bids

- 26. Confidentiality**
- 26.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not **officially** concerned with the Bidding process until information on Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 43.
- 26.2 Any effort by a Bidder to influence the Employer in the evaluation of the Bids or Contract **award** decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract award, if a Bidder wishes to contact the Employer on any matter related to the Bidding process, it shall do so in writing.
- 27. Clarification of Bids**
- 27.1 To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any **Bidder** for a clarification of its Bid given a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 31.
- 27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.
- 28. Deviations, Reservations, and Omissions**
- 28.1 During the **evaluation** of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the bidding document;



- (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
- (c) “Omission” is the failure to submit part or all of the information or documentation required in the bidding document.

**29.Determination of Responsiveness**

29.1 The Employer’s determination of a Bid’s responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.

29.2 A substantially responsive Bid is one that meets the requirements of the bidding **document** without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) if accepted, would:
  - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
  - (ii) limit in any substantial way, inconsistent with the bidding document, the Employer’s rights or the Bidder’s obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

29.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, in particular, to confirm that all requirements of Section VII, Works’ Requirements have been met without any material deviation, reservation or omission.

29.4 If a Bid is not substantially responsive to the requirements of the bidding document, **it** shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

**30.Nonmaterial Nonconformities**

30.1 Provided that a **Bid** is substantially responsive, the Employer may waive any nonconformities in the Bid.

30.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to

documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only **to** reflect the price of a missing or non-conforming item or component, by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate.

### 31. Correction of Arithmetical Errors

31.1 Provided that the Bid is **substantially** responsive, the Employer shall correct arithmetical errors on the following basis:

- (a) only for admeasurement contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.

### 32. Conversion to Single Currency

32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified in the BDS.

- 33. Margin of Preference**      33.1 Unless otherwise specified **in the BDS**, a margin of preference for domestic Bidders<sup>3</sup> shall not apply.
- 34. Subcontractors**      34.1 Unless otherwise stated **in the BDS**, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer, Financial Parts
- 34.2 The subcontractor's qualifications shall not be used by the Bidder to qualify for the Works unless their specialized parts of the Works were previously designated by the Employer **in the BDS** as can be met by subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the qualifications of the Specialized Subcontractors proposed by the Bidder may be added to the qualifications.
- 34.3 Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified **in the BDS**. Subcontractors proposed by the Bidder shall be fully qualified for their parts of the Works.
- 35. Evaluation of Bids**      35.1 The Employer shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Employer shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:
- (a) substantially responsive to the bidding document; and
- (b) the lowest evaluated cost.
- 35.2 To evaluate a Bid, the Employer shall consider the following:
- (a) the Bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill

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<sup>3</sup> An individual firm is considered a domestic Bidder for purposes of the margin of preference if it is registered in the country of the Employer, has more than 50 percent ownership by nationals of the country of the Employer, and if it does not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign contractors. JVs are considered as domestic Bidders and eligible for domestic preference only if the individual member firms are registered in the country of the Employer or have more than 50 percent ownership by nationals of the country of the Employer, and the JV shall be registered in the country of the Borrower. The JV shall not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign firms. JVs between foreign and national firms will not be eligible for domestic preference.

- of Quantities<sup>4</sup> for admeasurement contracts, but including Daywork<sup>5</sup> items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
- (e) price adjustment for nonconformities in accordance with ITB 30.3; and
- (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

35.4 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the contract combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.

**36. Comparison of Bids** The Employer shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 35.2 to determine the Bid that has the lowest evaluated cost.

**37. Abnormally Low Bids** 37.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price.

<sup>4</sup> In lump sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.”

<sup>5</sup> Daywork is work carried out following instructions of the Project Manager and paid for on the basis of time spent by workers, and the use of materials and the Contractor’s equipment, at the rates quoted in the Bid. For Daywork to be priced competitively for Bid evaluation purposes, the Employer must list tentative quantities for individual items to be costed against Daywork (e.g., a specific number of tractor driver staff-days, or a specific tonnage of Portland cement), to be multiplied by the Bidders’ quoted rates and included in the total Bid price.

- 37.2 In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.
- 37.3 After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid.
- 38. Unbalanced or Front Loaded Bids**
- 38.1 If the Bid for an admeasurement contract, which results in the lowest evaluated cost is, in the Employer's opinion, seriously unbalanced or, front loaded, the Employer may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid prices with the scope of works, proposed methodology, schedule and any other requirements of the bidding document.
- 38.2 After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may as appropriate:
- (a) accept the Bid; or
  - (b) require that the amount of the Performance Security be increased at the expense of the Bidder to a level not exceeding 20% of the Contract Price; or
  - (c) reject the Bid.
- 39. Qualification of the Bidder**
- 39.1 The Employer shall determine to its satisfaction whether the eligible Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 39.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.

- 39.3 Prior to Contract award, the Employer will verify that the successful Bidder (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The Employer will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Employer will require the Bidder to propose a replacement subcontractor.
- 39.4 An affirmative determination of qualification shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Employer shall proceed to the substantially responsive Bid which offers the next lowest evaluated cost to make a similar determination of that Bidder's qualifications to perform satisfactorily.
- 40. Most Advantageous Bid** 40.1 Having compared the evaluated costs of Bids, the Employer shall determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:
- (a) substantially responsive to the bidding document; and
  - (b) the lowest evaluated cost.
- 41. Employer's Right to Accept Any Bid, and to Reject Any or All Bids** 41.1 The Employer reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.
- 42. Standstill Period** 42.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 46. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

- 43. Notification of Intention to Award**
- 43.1 The Employer shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:
- (a) the name and address of the Bidder submitting the successful Bid;
  - (b) the Contract price of the successful Bid;
  - (c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;
  - (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;
  - (e) the expiry date of the Standstill Period;
  - (f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

## **F. Award of Contract**

- 44. Award Criteria**
- 44.1 Subject to ITB 41, the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid as specified in ITB 40.
- 45. Notification of Award**
- 45.1 Prior to the expiration of the Bid validity, and upon expiry of the Standstill Period specified in ITB 42.1 or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Contractor in consideration of the execution of the contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).
- 45.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:
- (a) name and address of the Employer;

- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
- (d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor;
- (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and
- (f) successful Bidder's Beneficial Ownership Disclosure Form, if specified in BDS ITB 47.1.

45.3 The Contract Award Notice shall be published on the Employer's website with free access if available, or in at least one newspaper of national circulation in the Employer's Country, or in the official gazette. The Employer shall also publish the contract award notice in UNDB online.

45.4 Until a formal contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

**46. Debriefing by the Employer**

46.1 On receipt of the Employer's Notification of Intention to Award referred to in ITB 43.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.

46.2 Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Employer shall promptly inform, by the quickest means available, all Bidders of the extended standstill period

46.3 Where a request for debriefing is received by the Employer later than the three (3)-Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date



of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

46.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear their own costs of attending such a debriefing meeting.

#### **47. Signing of Contract**

47.1 The Employer shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and, if specified in the BDS, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request.

47.2 The successful Bidder shall sign, date and return to the Employer, the Contract Agreement within twenty-eight (28) days of its receipt.

#### **48. Performance Security**

48.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security and, if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with the General Conditions of Contract, subject to ITB 38.2 (b), using for that purpose the Performance Security and ES Performance Security Forms included in Section X, Contract Forms, or another form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country, unless the Employer has agreed in writing that a correspondent financial institution is not required.

48.2 Failure of the successful Bidder to submit the above-mentioned Performance Security and, if required in the BDS, the Environmental and Social (ES) Performance Security, or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the Bidder offering the next Most Advantageous Bid.

**49. Adjudicator**

49.1 The Employer proposes the person named **in the BDS** to be appointed as Adjudicator under the Contract, at the hourly fee specified **in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in his Bid. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the Particular Conditions of Contract (PCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.

**50. Procurement  
Related  
Complaint**

50.1 The procedures for making a Procurement-related Complaint are as specified in the BDS.



## Section II - Bid Data Sheet (BDS)

The following specific data for the Works to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Reference	A. General
	<p>ITB 1.1 The reference number of the Request for Bids (RFB) is: KE-MOMBE&amp;MA-MSA-2023-001-CW/MMBE&amp;MA/SDBE&amp;F/10/2022-2023</p> <p>The Employer is: <b>STATE DEPARTMENT FOR BLUE ECONOMY AND FISHERIES.</b></p> <p>The name of the RFB is: <i>Construction of Fisheries Office in Mombasa</i></p> <p>The number and identification of lots (contracts) comprising this RFB is: <b>N/A</b></p>
ITB 2.1	<p>The Borrower is: <b>Government of Kenya and the Employer, State Department for Blue Economy &amp; Fisheries, is State Department of the Borrower</b></p> <p>Loan or Financing Agreement amount: <b>US\$ 100 Million</b></p> <p>The name of the Project is: <i>Kenya Marine Fisheries and Socio-Economic Development (KEMFSED)</i></p>
ITB 4.1	Maximum number of members in the Joint Venture (JV) shall be: <b>TWO</b>
ITB 4.5	A list of debarred firms and individuals is available on the Bank's external website: <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a> .
B. Contents of Bidding Document	
ITB 7.1	<p>For <u>Clarification of Bid purposes</u> only, the Employer's address is:</p> <p>To: <b>The National Project Coordinator</b></p> <p>Attn: <b>Procurement Consultant</b></p> <p>Address: <b>Maktaba Kuu Building, Ngong Road, Opp NHIF Upper Hill</b></p> <p>Floor/ Room number: <b>Mezzanine Floor</b></p> <p>City: <b>Nairobi</b></p> <p>ZIP Code: <b>00200</b></p> <p>Country: <b>Kenya</b></p> <p>Telephone: <b>+254 020-2716103</b></p> <p>Electronic mail address: <b>info@kemfsed.org</b></p>

ITB 7.1	Requests for clarification should be received by the Employer no later than: <b>14 days prior to the deadline for submission of Bids</b>
ITB 7.1	Web page: <a href="https://kemfsed.org">https://kemfsed.org</a> for publishing Minutes of Pre-Bid Meeting.
ITB 7.4	<p>A Pre-Bid meeting and site visit “shall” take place at the following date, time and place:</p> <p>Date: <b>7th June 2023</b></p> <p>Time: 1100 Hours EAT</p> <p>Place: <b>Kenya Fisheries Service (KEFS) Office, Liwatoni, Mombasa County.</b></p> <p>Coordinates: <b>4°4'7.6"S 39°39'32.6"E</b></p> <p>A site visit conducted by the Employer <i>shall</i> be organized</p>
<b>C. Preparation of Bids</b>	
ITB 10.1	
ITB 11.1 (b)	<p>The language of the Bid is: <b>“English”</b></p> <p>All correspondence exchange shall be in <b>English</b> language.</p> <p>Language for translation of supporting documents and printed literature is <b>English</b></p>
ITB 11.1 (i)	<p>The Bidder shall submit the following additional documents in its Bid:</p> <p><b>Code of Conduct for Contractor’s Personnel (ES)</b></p> <p>The Bidder shall submit its Code of Conduct that will apply to Contractor’s Personnel (as defined in Sub- Clause 1 (ii) of the General Conditions of Contract), to ensure compliance with the Contractor’s Environmental and Social (ES) obligations under the Contract.</p> <p>The Bidder shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.</p> <p><b>Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks</b></p> <p>The Bidder shall submit Management Strategies and Implementation Plans (MSIPs) to manage the following key Environmental and Social (ES) risks:</p> <p><i>[Note: insert name of any specific plan and risk/s informed by the relevant environmental and social assessment]:</i></p>

	<ul style="list-style-type: none"> <li>• <i>Traffic Management Plan to ensure safety of local communities from construction traffic</i></li> <li>• <i>Manage and or minimize dust and noise pollution within working area</i></li> <li>• <i>Sexual Exploitation, and Abuse (SEA) prevention and response action plan</i></li> <li>• <i>Spread of HIV/AIDS. Awareness and prevention campaigns amongst the workers and local community for the duration of the Contract</i></li> <li>• <i>Boundary Marking and Protection Strategy for mobilization and construction to prevent offsite adverse impacts</i></li> <li>• <i>Strategy for obtaining Consents / Permits prior to the start of relevant works.</i></li> </ul> <p><i>The Contractor shall be required to submit for approval, and subsequently implement, the Contractor's Environment and Social Management Plan (C-ESMP), in accordance with the Particular Conditions of Contract Sub-Implementation Clause, that includes the agreed Management Strategies and Implementation Plans described here.</i></p>
ITB 13.1	Alternative Bids <b>shall not be</b> considered.
ITB 13.2	Alternative times for completion <b>shall NOT be</b> permitted.
ITB 13.4	Alternative technical solutions shall be permitted for the following parts of the Works: <b>N/A</b>
ITB 14.5	The prices quoted by the Bidder <b>shall be</b> subject to adjustment during the performance of the Contract.
ITB 15.1	<p>The price shall be quoted by the Bidder in: <b>Kenya Shillings (Kes)</b></p> <p>The currency(ies) of the Bid and the payment currency(ies) shall be in accordance with Alternative A as described below:</p> <p><b>Alternative A (Bidders to quote entirely in local currency):</b></p> <p>(a) The unit rates and the prices shall be quoted by the Bidder in the Bill of Quantities, entirely in <b>Kenya Shillings (Kes.)</b>, and further referred to as "the local currency". A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's Country (referred to as "the foreign currency requirements") shall indicate in the Schedule of Payment Currencies, the percentage(s) of the Bid Price (excluding Provisional Sums), needed by the Bidder for the payment of such foreign currency requirements, limited to no more than three foreign currencies.</p> <p>(b) The rates of exchange to be used by the Bidder in arriving at the local currency equivalent and the percentage(s) mentioned in (a)</p>

	above shall be specified by the Bidder in the Schedule of Payment Currencies and shall apply for all payments under the Contract so that no exchange risk will be borne by the successful Bidder.
ITB 18.1	<i>The Bid shall be valid until: 20th October 2023 (120 days)</i>
ITB 18.3 (a)	The Bid price shall be adjusted by the following factor(s): <b>Not Applicable</b>
ITB 19.1	A <b>Bid Security shall be</b> required A Bid-Securing Declaration <b>shall not be</b> required. If a Bid Security shall be required, the amount and currency of the Bid Security shall be: <b>Kenya Shillings Eight Hundred and Fifty Thousand (Kes. 850,000.00)</b> only.
ITB 19.3 (d)	Other types of acceptable securities: <b>None</b>
ITB 20.1	In addition to the original of the Bid, the number of copies is: <b>Two (2) hard copies and 1 copy of scanned document in in PDF format &amp; BoQ in Excel format in a clearly labelled Flash Disk</b>
ITB 20.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: (a) Notarized Power of Attorney to sign documents on the behalf of the firm. (b) In the case of Bids submitted by an existing or intended JV an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, if so required in accordance with ITB 4.1 (a), and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution and a Notarized Power of Attorney to sign documents on behalf of the JV signed by all legally authorized representatives of JV members.
<b>D. Submission and Opening of Bids</b>	
ITB 22.1	For <u><b>Bid submission purposes</b></u> only, the Employer's address is:

	<p>To: <b>The Principal Secretary</b>  <b>State Department for Blue Economy and Fisheries</b>  Address: <b>Maktaba Kuu, Ngong Road Opp NHIF Upper Hill</b>  Floor/ Room number: <b>Mezzanine Floor</b>  City: <b>Nairobi</b>  Country: <b>Kenya</b></p> <p>The deadline for Bid submission is:  Date: <b>22nd June 2023</b>  Time: 1100 Hours EAT  Bidders <b>“SHALL NOT”</b> have the option of submitting their Bids electronically.</p>
<b>ITB 25.1</b>	<p>The Bid opening shall take place at:  Address: <b>Maktaba Kuu, Ngong Road Opp NHIF Upper Hill</b>  Floor/ Room number: <b>Mezzanine Floor Boardroom</b>  City: <b>Nairobi</b>  Country: <b>Kenya</b>  Date: <b>22nd June 2023</b>  Time: 1100 Hours EAT</p>
<b>ITB 25.6</b>	<p>The Letter of Bid and priced Bill of Quantities shall be initialed by <b>all</b> representatives of the Employer conducting Bid opening.</p> <p>Each Bid shall be initialed by all representatives and shall be numbered, any modification to the unit or total price, bid security shall be initialed by the representatives of the Employer.</p>
<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 32.1</b>	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all Bid prices expressed in various currencies into a single currency is: <b>Kenya Shillings (Kes.)</b></p> <p>The source of exchange rate shall be : Central Bank of Kenya (CBK)</p> <p>The date for the exchange rate shall be <b>of the deadline for bid submission.</b></p>



	<p>The currency(ies) of the Bid shall be converted into a single currency in accordance with the procedure under Alternative A that follows:</p> <p><b>Alternative A: Bidders quote entirely in local currency</b></p> <p>For comparison of Bids, the Bid Price, corrected pursuant to ITB 31, shall first be broken down into the respective amounts payable in various currencies by using the selling exchange rates specified by the Bidder in accordance with ITB 15.1.</p> <p>In the second step, the Employer will convert the amounts in various currencies in which the Bid Price is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and on the date stipulated above.</p>
ITB 33.1	A margin of domestic preference <b>shall not</b> apply.
ITB 34.1	At this time the Employer <b>does not intend</b> to execute certain specific parts of the Works by subcontractors selected in advance.
ITB 34.2	<p>The parts of the Works for which the Employer permits Bidders to propose Specialized Subcontractors are designated as follows:</p> <ul style="list-style-type: none"> <li>a. <b>Electrical Installations</b></li> <li>b. <b>Plumbing, Drainage and Fire-fighting Installations</b></li> <li>c. <b>Lifts Installations</b></li> <li>d. <b>Air-conditioning and Mechanical Ventilation Installations</b></li> </ul> <p>For the above-designated parts of the Works that may require Specialized Subcontractors, the relevant qualifications of the proposed Specialized Subcontractors will be added to the qualifications of the Bidder for the purpose of evaluation.</p>
ITB 34.3	<p>Contractor's proposed subcontracting: Maximum percentage of subcontracting permitted is: 30% of the total contract amount.</p> <p>Bidders planning to subcontract more than 10% of total volume of work shall specify, in the Letter of Bid, the activity (ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualification and experience.</p>
<b>F. Award of Contract</b>	
ITB 47.1	The successful Bidder <b>shall</b> submit the Beneficial Ownership Disclosure Form.
ITB 48.1 and 48.2	The successful Bidder shall be required to submit an Environmental and Social (ES) Performance Security.

	<p>The (ES) Performance security will be in the amount of one(1) percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.</p>
<b>ITB 50.1</b>	<p>The procedures for making a Procurement-related Complaint are detailed in the “<a href="#">Procurement Regulations for IPF Borrowers Fourth Edition November 2020</a> (Annex III).” If a Bidder wishes to make a Procurement-related Complaint, the Bidder shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to:</p> <p><b>For the attention:</b> Principal Secretary <b>Title/position:</b> Principal Secretary <b>Employer:</b> State Department for Blue Economy and Fisheries <b>Email address:</b> <a href="mailto:ps@blueeconomy.go.ke">ps@blueeconomy.go.ke</a> / <a href="mailto:info@kemfsed.org">info@kemfsed.org</a></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"><li>1. the terms of the Bidding Documents; and</li><li>2. the Employer’s decision to award the contract.</li></ol>

## Section III - Evaluation and Qualification Criteria

This section contains all the criteria that the Employer shall use to evaluate Bids and qualify Bidders. No other factors, methods or criteria shall be used other than specified in this bidding document. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

Wherever a Bidder is required to state a monetary amount, Bidders should indicate the USD equivalent using the rate of exchange determined as follows:

- for construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established; or
- value of single contract - Exchange rate prevailing on the date of the contract.

Exchange rates shall be taken from the publicly available source identified in the ITB 32.1. Any error in determining the exchange rates in the Bid may be corrected by the Employer.

Table of Criteria

1. Technical and Financial Evaluation.....47

2. Evaluation.....48

3. Qualification ..... 51

4. Key Personnel .....62

5. Equipment .....64

## 1. Technical and Financial Evaluation

### 1. Evaluation of Technical Proposal

Assessment of adequacy of Technical Proposal with Requirements in accordance with **ITB 35.1**.

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VII, Works' Requirements.

The Technical proposal including the **Management Strategies and Implementation Plans (MSIP)** submitted by the Bidder shall be evaluated to determine whether it is substantially responsive (i.e. without material deviation, reservation or omission) to the requirements specified in Section VII, Works Requirements – ES Specifications.

A Bid not comprising an MSIP Methodology or a Bid for which the ES Methodology is not substantially responsive (i.e. with material deviation, reservation or omission) shall be rejected.

In addition, the bidder shall clearly outline his approach to adequately address ESHS matters for this specific project. The proposed approaches must be specific to the work outlined in the technical methodology and address the mobilization and works implementation phase.

## **2. Evaluation**

In addition to the criteria listed in ITB 35.2 (a) – (e) the following criteria shall apply:

### **2.1 Adequacy of Technical Proposal**

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VII, Works' Requirements.

### **2.6 Specialized Subcontractors**

If permitted under ITB 34, only the specific experience of Subcontractors for specialized works permitted by the Employer will be considered. The general experience and financial resources of the Specialized Subcontractors shall not be added to those of the Bidder for purposes of qualification of the Bidder.

### **3. Financial Evaluation**

#### **3.1 Margin of Preference (N/A)**

If the BDS so specifies, the Employer will grant a margin of preference of 7.5% (seven and one-half percent) to domestic contractors, in accordance with, and subject to, the following provisions:

- (i) Contractors applying for such preference shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Borrower and accepted by the Bank, a particular contractor or group of contractors qualifies for a domestic preference. The Bidding document shall clearly indicate the preference and the method that will be followed in the evaluation and comparison of Bids to give effect to such preference.
- (ii) After Bids have been received and reviewed by the Employer, responsive Bids shall be classified into the following groups:
  - (a) Group A: Bids offered by domestic contractors eligible for the preference.
  - (b) Group B: Bids offered by other contractors.

All evaluated Bids in each group shall, as a first evaluation step, be compared to determine the Most Advantageous Bid, and the Most Advantageous Bid in each group shall be further compared with each other. If a result of this comparison, a Proposal from Group A is the Most Advantageous Bid, it shall be selected for the award, if the Bidder is qualified. If a Bid from Group B is the Most Advantageous Bid, as a second evaluation step, all Bids from Group B shall then be further compared with the Most Advantageous Bid from Group A. For the purpose of this further comparison only, an amount equal to 7.5% (seven and one-half percent) of the respective Bid price corrected for arithmetical errors, including unconditional discounts but excluding provisional sums and the cost of day works, if any, shall be added to the evaluated cost offered in each Bid from Group B. If the Bid from Group A is the Most Advantageous Bid, it shall be selected for award. If not, the most advantageous Bid from Group B based on the first evaluation step shall be selected.

#### **3.2 Criteria for Financial Evaluation**

Bidders who will be considered responsive at Stage 2- Technical Evaluation will be subjected to further evaluation of their financial bid. This will involve

checking of arithmetic errors, consistency of rates and completeness of the financial bid.

In addition to the criteria listed in ITB 35.3 (a) – (e) the following criteria shall apply:

1. Time Schedule

Time for completion of the Works from the Commencement Date shall be as specified in the Particular Conditions Part A-Contract Data Sub-clause 1.1.84. No credit will be given for earlier completion.



## 4. Qualification

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
1. Eligibility							
1.1	Nationality	Nationality in accordance with ITB 4.4	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	Conflict of Interest	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.3	Bank Eligibility	Not having been declared ineligible by the Bank, as described in ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.4	State-owned enterprise or institution of the Borrower country	Meets conditions of ITB 4.6	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.5	United Nations resolution or Borrower’s country law	Not having been excluded as a result of prohibition in the Borrower’s country laws or official regulations against commercial relations with the Bidder’s country, or by an act of compliance with UN Security Council resolution, both in accordance	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		with ITB 4.8 and Section V.					
<b>2. Historical Contract Non-Performance</b>							
2.1	<b>History of Non-Performing Contracts</b>	Non-performance of a contract <sup>1</sup> did not occur as a result of contractor default since 1 <sup>st</sup> January 2019.	Must meet requirement <sup>1</sup> & <sup>2</sup>	Must meet requirements	Must meet requirement <sup>2</sup>	N/A	Form CON-2
2.2	<b>Suspension Based on Execution of Bid /Proposal Securing Declaration by the Employer</b>	Not under suspension based on execution of a Bid/Proposal Securing Declaration pursuant to ITB 4.7 and ITB 19.9.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
2.3	<b>Pending Litigation</b>	Bidder's financial position and prospective long term profitability sound according to criteria established in 3.1 below and assuming that all	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2

<sup>1</sup> Nonperformance, as decided by the Employer, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Nonperformance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

<sup>2</sup> This requirement also applies to contracts executed by the Bidder as JV member.

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		pending litigation will be resolved against the Bidder					
2.4	<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Bidder <sup>3</sup> since 1 <sup>st</sup> January 2020.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2
2.5	<b>Declaration: Environmental and Social (ES) past performance</b>	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for breach of environmental or social (including Sexual Exploitation and Abuse) contractual obligations in the past five years. <sup>4</sup>	Must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	Each must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	Form CON-3 ES Performance Declaration
2.6	<b>Bank's SEA and/or SH</b>	At the time of Contract Award, not	Must meet requirement	N/A	Must meet requirement	N/A	Letter of Bid, Form

<sup>3</sup> The Bidder shall provide accurate information on the Letter of Bid about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of court/arbitral awards against the Bidder or any member of a joint venture may result in disqualifying the Bidder.

<sup>4</sup> The Employer may use this information to seek further information or clarifications in carrying out its due diligence.

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
	Disqualification	subject to disqualification by the Bank for non-compliance with SEA/ SH obligations	(including each subcontractor proposed by the Bidder)		(including each subcontractor proposed by the Bidder)		CON-4
		If the Bidder had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, the Bidder shall either (i) provide evidence of an arbitral award on the disqualification made in its favour; or (ii) demonstrate that it has adequate capacity and commitment to comply with SEA/SH prevention and response obligations; or (iii) provide evidence that it has already demonstrated such capacity and commitment on another Bank financed works contract.	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Letter of Bid, Form CON-4

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
3. Financial Situation and Performance							
3.1	Financial Capabilities	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as Kes 16,000,000 (Kes Sixteen Million) for the subject contract(s) net of the Bidder's other commitments	Must meet requirement	Must meet Requirement	N/A	N/A	Form FIN – 3.1, with attachments
		(ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for	Must meet requirement	Must meet requirement	N/A	N/A	

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		future contract commitments.					
		(iii) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last four years (within years 2019, 2020, 2021, 2022) shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.	Must meet requirement	N/A	Must meet requirement	N/A	
3.2	<b>Average Annual Construction Turnover</b>	Minimum average annual construction turnover of <b>Kes 55,000,000</b> (Kes Fifty five Million), calculated as total certified payments received for contracts in progress and/or completed within the last 3	Must meet requirement	Must meet requirement	Must meet _____%, _____ of the requirement	Must meet _____%, _____ of the requirement	Form FIN – 3.2

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		years, divided by 2 years					
<b>4. Experience</b>							
4.1 (a)	<b>General Construction Experience</b>	Experience under construction contracts in the role of prime contractor, JV member, subcontractor, or management contractor for at least the last 5 years, starting 1 <sup>st</sup> January 2018.	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 4.1
4.2 (a)	<b>Specific Construction &amp; Contract Management Experience</b>	(i) A minimum number of <i>[state the number]</i> similar contracts specified below that have been satisfactorily and substantially <sup>5</sup> completed as a prime contractor, joint venture	Must meet requirement	Must meet requirement <sup>7</sup>	N/A	N/A	Form EXP 4.2(a)

<sup>5</sup> Substantial completion shall be based on 80% or more works completed under the contract.

<sup>7</sup> In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		<p>member<sup>6</sup>, management contractor or sub-contractor<sup>6</sup> between 1st January 2018 and bid submission deadline:</p> <p><i>(ii) Two (2) contracts, each of minimum value Kes Fifty Million (Kes 50 Million) of which all should be works that are similar to those to be done.</i></p> <p><i>The similarity of the contracts shall be based on the following: physical size, complexity, methods / technology or other characteristics as described in Section VI, Scope of Works.</i></p>	Must meet requirement	Must meet requirement			

<sup>6</sup> For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder's share, by value, shall be considered to meet this requirement.



Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
4.2 (b)		<p>For the above and any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or sub-contractor between 1st January 2018 and Application submission deadline, a minimum construction experience in the following key activities successfully completed<sup>8</sup>:</p> <p><i>Earthworks – Average of 10 m<sup>3</sup> per month</i></p>	<p>Must meet the following requirements for key activities listed below;</p> <p>(a)Electrical Installations (b)Plumbing, Drainage and Fire-fighting Installations (c)Lift Installations (d)Air-conditioning Installations</p>	<p>Must meet the following requirements for key activities listed below;</p> <p>(a)Electrical Installations (b)Plumbing, Drainage and Fire-fighting Installations (c)Lift Installations (d)Air-conditioning Installations</p>	N/A	N/A	Form EXP – 4.2 (b)

<sup>8</sup> Volume, number or rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		<i>between 1st January 2018 and bid submission deadline Concrete – Average of 10 m3 per month between 1st January 2018 and bid submission deadline<sup>9</sup></i>					
4.2 (c)		For contracts [substantially completed and under implementation] as prime contractor, joint venture member, or Subcontractor between 1st January 2019 and Application submission deadline, experience in managing ES risks	Must meet requirements	Must meet requirements	Must meet the following requirements: 1. C-ESMP 2. Code of Conduct 3. Contractor's ESHS Management Strategy and Implementation Plan: 4. EHS Provisional Sum 5. EHS Key Personnel	N/A	Form EXP – 4.2 (c)

<sup>9</sup> The minimum experience requirement for multiple contracts will be the sum of the minimum requirements for respective individual contracts, unless specified otherwise.

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		and impacts in the following aspects: <i>[Based on the ES assessment, specify, as appropriate, specific experience requirements to manage ES aspects.]</i>					

## 5. Key Personnel

The Bidder must demonstrate that it will have suitably qualified (and in adequate numbers) Key Personnel, as described in the Specification.

The Bidder shall provide details of the Key Personnel and such other Key Personnel that the Bidder considers appropriate to perform the Contract, together with their academic qualifications and work experience. The Bidder shall complete the relevant Forms in Section IV, Bidding Forms.

Item No.	Position/specialization	Relevant minimum academic qualifications <sup>1</sup>	Minimum years of general work experience	Specific experience in similar works (years)
1.	Contract Manager/Site Agent (Registered as professional Engineer/Architect/ Quantity Surveyor)	Bsc. Structural/Civil Engineering/ Architect/ Quantity Surveyor	10	7
2.	Structure Engineer (Registered Professional Civil/Structural Engineer by the Engineers Board of Kenya)	Bsc. Structural/Civil Engineering	10	7
3.	Site Engineer (Engineer Registered by the recognized board)	Bsc. Structural/Civil Engineering	7	4
4.	Electrical Engineer (registered by the recognized board)	Bsc. Electrical Engineering	7	4
5.	Mechanical Engineer (registered by the recognized board)	Bsc. Mechanical Engineering	7	4
6.	Land Surveyor (registered by the recognized board)	Bsc. In Land Surveying	7	4
7.	Quantity Surveyor (Registered by the recognized board)	Bsc. In Building Economics/Quantity Surveying.	7	4
8.	Chief Foreman	Full Technician Certificate; Grade A (FTC)	10	5

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<sup>1</sup> The Curriculum vitae shall be accompanied by certified copies of academic and professional certification.

9.	Environmental Specialist (Registered by a board recognized in Kenya)	Bsc. In Environmental Engineering/ Environmental sciences <i>(A NEMA lead expert; 5 years' experience in ESIA consultancies)</i>	7	5
10.	Health and Safety Officer (Registered by DOSH and with Current Practising License)	Bachelor's degree plus diploma in health and safety <i>(Occupational Health and Safety Expert; who has undertaken OHS and EHS training)</i>	7	5

Positions for 1, 2, 3, 4, 5, 6, 7, 9 & 10 should be held by personnel registered under relevant recognized Boards in Kenya.

## 6. Equipment

The Bidder must demonstrate that it will have access to the key Contractor's equipment listed hereafter:

No.	Equipment Type and Characteristics	Minimum Number required
1	Steel scaffolding	1 Set
2	Hoists for 4 storey loading/hoisting	1No
3	Poker Vibrator 40mm	2 No
4	Tippers 10 tons	2No
5	Pickups 3 tons	2No
6	Generator 60KVA with sound insulation	1No
7	Dumper 1c.m.	1No.
8	Water pump 1000lts/hr	1 No
9	Roller (1.3 tonnes vibratory)	1 No
10	Portable Electrical welding set (3 phase)	1No
11	Safety gears as per regulations for contractors	Lots
12	Water bowzers (10,000 litres capacity)	1 No
13	Concrete Mixer	1 No
14	Excavator with 2.0m <sup>3</sup> bucket	1 No
15	Pneumatic hammer (25kg)	1 No
16	Portable Compressor (high pressure 360 pci)	1 No

The Bidder shall provide further details of proposed items of equipment using the relevant Form in Section IV.

## Section IV - Bidding Forms

### Table of Forms

<b>Letter of Bid.....</b>	<b>67</b>
<b>Schedules.....</b>	<b>71</b>
Bill of Quantities.....	71
1. Sample Bill of Quantities.....	76
2. Schedule of Payment Currencies .....	235
3. Schedule(s) of Adjustment Data .....	236
<b>Forms of Bid Security.....</b>	<b>237</b>
Form of Bid Security - Bank Guarantee .....	237
Form of Bid Security – Bid Bond .....	239
Form of Bid-Securing Declaration .....	241
<b>Technical Proposal .....</b>	<b>243</b>
Technical Proposal Forms.....	243
Equipment.....	248
Site Organization .....	249
Method Statement .....	250
Mobilization Schedule.....	251
Construction Schedule.....	252
ES Management Strategies and Implementation Plans.....	253
Code of Conduct for Contractor’s Personnel (ES) Form.....	254
Others.....	<b>Error! Bookmark not defined.</b>
<b>Bidder’s Qualification .....</b>	<b>259</b>
Form ELI -1.1: Bidder Information Form.....	260
Form ELI -1.2: Information Form for JV Bidders.....	262
Form CON – 2: Historical Contract Non-Performance, Pending Litigation and Litigation History.....	263
Form CON – 3 Environmental and Social Performance Declaration.....	265
Form CON – 4 Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration.....	267
Form CCC: Current Contract Commitments / Works in Progress .....	269
Form FIN – 3.1: Financial Situation and Performance .....	270
Form FIN - 3.2: Average Annual Construction Turnover .....	272
Form FIN - 3.3: Financial Resources .....	273
Form EXP - 4.1: General Construction Experience .....	274
Form EXP - 4.2(a): Specific Construction and Contract Management Experience ....	275

Form EXP - 4.2(b): Construction Experience in Key Activities .....	277
Form EXP - 4.2(c): Specific Experience in Managing ES aspects .....	279



## Letter of Bid

***INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT***

*The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.*

*Note: All italicized text is to help Bidders in preparing this form.*

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

**RFB No.:** *[insert number of RFB process]*

**Alternative No.:** *[insert identification No. if this is a Bid for an alternative]*

**To:** *[insert complete name of Employer]*

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with ITB 8;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Employer's Country in accordance with ITB 4.7;
- (d) **Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** *[select the appropriate option from (i) to (v) below and delete the others].*

We *[where JV, insert: "including any of our JV members"]*, and any of our subcontractors:

- i. *[have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
- ii. *[are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
- iii. *[had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.]*
- iv. *[had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently provided and demonstrated that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]*

- v. [had been subject to disqualification by the Bank for non-compliance with SEA/SH obligations for a period of two years. We have attached documents demonstrating that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]
- (e) **Conformity:** We offer to execute in conformity with the bidding document the following Works: [insert a brief description of the Works]
- (f) **Bid Price:** The total price of our Bid, excluding any discounts offered in item (f) below is: *[Insert one of the options below as appropriate]*
- [Option 1, in case of one lot:] Total price is: [insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies];*
- Or
- [Option 2, in case of multiple lots:] (a) Total price of each lot [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]; and (b) Total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];*
- (g) **Discounts:** The discounts offered and the methodology for their application are:
- (i) The discounts offered are: *[Specify in detail each discount offered.]*
- (ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts];*
- (h) **Bid Validity:** Our Bid shall be valid until *[insert day, month and year in accordance with ITB 18.1]*, and it shall remain binding upon us and may be accepted at any time on or before this date;
- (i) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security *[and an Environmental and Social (ES) Performance Security, Delete if not applicable]* in accordance with the bidding document;
- (j) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder or as a subcontractor, and we are not participating in any other Bid(s) as a Joint Venture member, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;
- (k) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment

imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

- (l) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.6];*
- (m) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

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

- (n) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (o) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive;
- (p) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption; and
- (q) **Adjudicator:** We accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Adjudicator.

*[or]*

We do not accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Adjudicator, and propose instead that *[insert name]* be appointed as Adjudicator, whose daily fees and biographical data are attached.

**Name of the Bidder:** *\*[insert complete name of the Bidder]*

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:***\*\*[insert complete name of person duly authorized to sign the Bid]*

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

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

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

**\*:** In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**\*\*:** Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid

# **Schedules**

## **Bill of Quantities**

**A. PREAMBLE**

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Particular Conditions, Technical Specifications, and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices bid in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional Plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
5. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
6. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.
7. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clauses 13.4 and 13.5 of the General Conditions except with respect to DAAB Fees and Expenses for which no instruction will be required from the Engineer.
8. The method of measurement of completed work for payment shall be Admeasurement in accordance with ICE Conditions of Contract measurement clauses.

**B. WORK ITEMS**

1. The Bill of Quantities contains the following part Bills, which have been grouped according to the nature or timing of the work:
  - BILL NO. 1: PARTICULAR PRELIMINARIES
  - BILL NO. 2: GENERAL PRELIMINARIES
  - BILL NO. 3: BUILDERS WORKS
  - BILL NO. 4: ELECTRICAL INSTALLATION WORKS
  - BILL NO. 5: MECHANICAL INSTALLATION WORKS
  - BILL NO. 6: ESMP
  - BILL NO. 7: DAYWORKS
  - BILL NO. 8: PRIME COST
2. Bidders shall price the Bill of Quantities in local currency only and shall indicate in the Appendix to Bid the percentage expected for payment in foreign currency or currencies.

## DAYWORK SCHEDULE

### General

1. Reference should be made to Sub-Clause 13.5 of the General Conditions. Work shall not be executed on a daywork basis except by written order of the Engineer. Bidders shall enter basic rates for daywork items in the Schedules, which rates shall apply to any quantity of daywork ordered by the Engineer. Nominal quantities have been indicated against each item of daywork, and the extended total for Daywork shall be carried forward as a Provisional Sum to the Summary Total Bid Amount. Unless otherwise adjusted, payments for daywork shall be subject to price adjustment in accordance with the provisions in the Conditions of Contract.

### Daywork Labour

2. In calculating payments due to the Contractor for the execution of daywork, the hours for labour will be reckoned from the time of arrival of the labour at the job site to execute the particular item of daywork to the time of return to the original place of departure, but excluding meal breaks and rest periods. Only the time of classes of labour directly doing work ordered by the Engineer and for which they are competent to perform will be measured. The time of gangers (charge hands) actually doing work with the gangs will also be measured but not the time of foremen or other supervisory personnel.
3. The Contractor shall be entitled to payment in respect of the total time that labour is employed on daywork, calculated at the basic rates entered by the Contractor in the Schedule of Daywork Rates:
  1. Labour, together with an additional percentage payment on basic rates representing the Contractor's profit, overheads, etc., as described below:
    - a. The basic rates for labour shall cover all direct costs to the Contractor, including (but not limited to) the amount of wages paid to such labour, transportation time, overtime, subsistence allowances, and any sums paid to or on behalf of such labour for social benefits in accordance with [country of Borrower]Kenya law. The basic rates will be payable in local currency only.
    - b. The additional percentage payment to be quoted by the bidder and applied to costs incurred under (a) above shall be deemed to cover the Contractor's profit, overheads, superintendence, liabilities, and insurances and allowances to labour, timekeeping, and clerical and office work, the use of consumable stores, water, lighting, and power; the use and repair of stagings, scaffolding, workshops, and stores, portable power tools, manual plant, and tools; supervision by the Contractor's staff, foremen, and other supervisory personnel; and charges incidental to the foregoing. Payments under this item shall be made in local currency.



**Daywork Materials**

4. The Contractor shall be entitled to payment in respect of materials used for daywork (except for materials for which the cost is included in the percentage addition to labour costs as detailed heretofore), at the basic rates entered by the Contractor in the Schedule of Daywork Rates: 2. Materials, together with an additional percentage payment on the basic rates to cover overhead charges and profit, as follows:
  - a. the basic rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc., and shall provide for delivery to store for stockpiling at the Site. The basic rates shall be stated in local currency, but payment will be made in the currency or currencies expended upon presentation of supporting documentation.
  - b. the additional percentage payment shall be quoted by the bidder and applied to the equivalent local currency payments made under (a) above. Payments under this item will be made in local currency.
  - c. the cost of hauling materials for use on work ordered to be carried out as daywork from the store or stockpile on the Site to the place where it is to be used will be paid in accordance with the terms for Labour and Construction in this schedule.

**Daywork Contractor's Equipment**

5. The Contractor shall be entitled to payments in respect of Contractor's Equipment already on Site and employed on daywork at the basic rental rates entered by the Contractor in the Schedule of Daywork Rates: 3. Contractor's Equipment. Said rates shall be deemed to include due and complete allowance for depreciation, interest, indemnity, and insurance, repairs, maintenance, supplies, fuel, lubricants, and other consumables, the cost of drivers, operators, and assistants and all overhead, profit, and administrative costs related to the use of such equipment.
6. In calculating the payment due to the Contractor for Contractor's Equipment employed on daywork, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the Engineer, the travelling time from the part of the Site where the Contractor's Equipment was located when ordered by the Engineer to be employed on daywork and the time for return journey thereto shall be included for payment.
7. The basic rental rates for Contractor's Equipment employed on daywork shall be stated in local currency, but payments to the Contractor will be made in local currency.

## Bill of Quantities

### BILL NO 1: PARTICULAR PRELIMINARIES

ITEM	DESCRIPTION	AMOUNT (KSHS)
-	<b><u>BILL NO 1: GENERAL PRELIMINARIES</u></b>	
<b>1.0.1</b>	<p><b>PRICING OF ITEMS OF PRELIMINARIES AND PREAMBLES</b></p> <p><b>Prices will be inserted against items of Preliminaries in the Contractor's priced Bills of Quantities and Specification.</b></p> <p>The Contractor shall be deemed to have included in his prices or rates (VAT Inclusive) for the various items in the Bills of Quantities or Specification for all costs involved in complying with all the requirements for the proper execution of the whole of the works in the Contract.</p> <p>Failure to price an item shall not exempt the contractor from carrying out works described therein. Should the contractor fail to carry out works which he/she did not price and after having received a written instruction from the PM, then the value of such works shall be deducted from the very immediate certificate issued to the contractor.</p> <p><b>MoPW current rates, JBC, IQSK, manufacturers or fair rates shall be used by the PM in valuation of unpriced items which the contractor shall fail to execute.</b></p> <p>The contractor is advised to read and understand all preliminary items.</p> <p>The Contractor is advised to visit the site, to familiarize with the nature and position of the site. No claims arising from the Contractor's failure to do so will be entertained.</p>	
<b>1.0.2</b>	<p><b>FIRM PRICE CONTRACT</b></p> <p>Unless otherwise specifically stated in the Contract Data and/or Particular preliminaries this is a firm price contract and the contractor must allow in his tender rates for any increase in the cost of labour and/or materials during the currency of the contract.</p>	
<b>1.0.3</b>	<p><b>VISIT SITE AND EXAMINE DRAWINGS</b></p> <p>The Contractor is recommended to examine the drawings and visit the site the location of which is described in the Particular Preliminaries hereof. He shall be deemed to have acquainted himself therewith as to its nature, position, means of access or any other matter which, may affect his tender. No claim arising from his failure to comply with this recommendation will be considered.</p>	
<b>1.0.4</b>	<p><b>SUFFICIENCY OF TENDER</b></p> <p>The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of this tender for the works and of the rates and prices stated in the Priced Bills of Quantities, which rates and prices shall cover all his obligations under the Contract and all matters that are necessary for the proper completion and maintenance of the works.</p>	
<b>1.0.5</b>	<p><b>FORM OF CONTRACT</b></p> <p>The Form of Contract shall be as stipulated in the standard Procurement Document Request for bids small works included herein. The Conditions of Contract are also included herein</p>	
<b>1.0.6</b>	<p><b><i>Conditions of Contract</i></b></p> <p>These are numbered from AS ATTACHEMENT of these tender documents. Particulars of insertions to be made in the Appendix to the Contract Agreement will be found in the Preliminaries part of these Bills of Quantities</p>	
	<i>Carried to collection</i>	-

ITEM	DESCRIPTION	AMOUNT (KSHS)
1.0.7	<p><b>EMPLOYER</b></p> <p>The Employer is <b>Kenya Marine Fisheries Socio Economic Development Project (KEMFSED)</b></p> <p>The term "Employer" and "Government" wherever used in the contract document shall be synonymous</p>	
1.0.8	<p><b>PROJECT MANAGER</b></p> <p>The term "P.M." wherever used in these Bills of Quantities shall be deemed to imply the Engineer as defined in the Conditions of Contract or such person or persons as may be duly authorised to represent him/her on behalf of the Government.</p>	
1.0.9	<p><b>ARCHITECT</b></p> <p>The term "Architect" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is COUNTY DIRECTOR WORKS OF P.O. Box 90350 Mombasa</p>	
1.0.10	<p><b>QUANTITY SURVEYOR</b></p> <p>The term "Quantity Surveyor" shall be deemed to mean "The P.M." as defined above address unless otherwise notified is DIRECTOR WORKS OF P.O. Box 90350 Mombasa</p>	
1.0.11	<p><b>ELECTRICAL ENGINEER</b></p> <p>The term "Electrical Engineer" shall be deemed to mean "The P.M." as defined above address unless otherwise notified is DIRECTOR WORKS OF P.O. Box 90350 Mombasa</p>	
1.0.12	<p><b>MECHANICAL ENGINEER</b></p> <p>The term "Mechanical Engineer" shall be deemed to mean "The P.M." as defined above address unless otherwise notified is DIRECTOR WORKS OF P.O. Box 90350 Mombasa</p>	
1.0.13	<p><b>STRUCTURAL ENGINEER</b></p> <p>The term "Structural Engineer" shall be deemed to mean "The P.M." as defined above address unless otherwise notified is DIRECTOR WORKS OF P.O. Box 90350 Mombasa</p>	
1.0.14	<p><b>PROJECT ENGINEER (PE) (Member of NPCU, State Department of Fisheries)</b></p> <p>The term "Project Engineer" shall be deemed to mean "The Engineer" as defined above whose address unless otherwise notified is National Project Coordination Unit (NPCU), State Department of Fisheries.</p>	
<i>Carried to collection</i>		

ITEM	DESCRIPTION	AMOUNT (KSHS)
1.0.15	<p><b>BONDS</b></p> <p>The Contractor shall find and submit with the Form of Tender a guarantor and who will be willing to be bound the Government in the amount of the bond.</p> <p>The amount of the bond is SPECIFIED IN THE PARTICULAR PRELIMINARIES</p> <p>The guarantor shall be an approved institution as specified in the particular preliminaries or invitation to tender and who will when and if called upon, sign a Bond to that effect on the relevant standard form included herein. (without the addition of any limitations) on the same day as the Contract Agreement is signed, by the Government, the Contractor shall furnish within seven days another Surety to the approval of the Government.</p>	
1.0.16	<p><b>PERFORMANCE BOND</b></p> <p>5% bond shall be required from the specified institution.</p> <p>The period for supplying the bond shall be 14 days.</p> <p>No contract shall be signed, NOR shall any payment be made before the bidder has complied with the bond requirements</p> <p>Failure to deliver the bond within the specified period shall automatically disqualify the bidder and the tender shall be awarded to next most responsive bidder without reference to the defaulting bidder.</p> <p>Should the bidder commence works and subsequently fail to provide the bond, he shall be evicted from site without any reimbursement notwithstanding the site having been handed over by the PM and client. The handing over only kick-starts the process and is not a waiver to bond conditions.</p> <p>The bond for the due performances of the Contract shall be valid up to the date of completion as certified by the ENGINEER.</p> <p>Any bond which provides otherwise or attempts to vary the duration of validity shall be invalid.</p> <p>The bond shall comply in all respects with the PPOA copy enclosed in the instruction to tender. A bond that does not match the PPOA copy shall be treated as NO BOND</p>	
1.0.17	<p><b>EXCEPTION TO THE STANDARD METHOD OF MEASUREMENT</b></p> <p><b>Attendance</b> ; Clause B19(a) of the Standard Method of Measurement is deleted and the following clause is substituted:-</p> <p>Attendance on nominated Sub-Contractors shall be given as an item in each case shall be deemed to include: allowing use of standing scaffolding, mess rooms, sanitary accommodation and welfare facilities; provision of special scaffolding where necessary; providing space for office accommodation and for storage of plant and materials; providing light and water for their work: clearing away rubbish; unloading checking and hoisting: providing electric power and removing and replacing duct covers, pipe casings and the like necessary for the execution and testing of Sub- Contractors' work and being responsible for the accuracy of the same.</p> <p><b>Fix Only:-</b></p> <p>"Fix Only" shall mean take delivery at nearest railway station (Unless otherwise stated), pay all demurrage charges, load and transport to site where necessary, unload, store, unpack, assemble as necessary, distribute to position, hoist and fix only.</p>	
	<i>Carried to collection</i>	-

ITEM	DESCRIPTION	AMOUNT (KSHS)
1.0.18	<p><b>ABBREVIATIONS</b> Throughout these Bills, units of measurement and terms are abbreviated and shall be interpreted as follows:-</p> <p><b>C.M.</b> Shall mean cubic metre  <b>S.M.</b> Shall mean square metre  <b>L.M.</b> Shall mean linear metre  <b>MM</b> Shall mean Millimetre  <b>Kg.</b> Shall mean Kilogramme  <b>No.</b> Shall mean Number  <b>Prs.</b> Shall mean Pairs  <b>B.S.</b> Shall mean the British Standard Specification Published by the British Standards Institution, 2 Park Street, London W.1., England.  <b>"K.S"</b> Shall mean the current Kenya Standard specification published by the Kenya Bureau of Standards, P.O. Box 54974, NAIROBI, Kenya.  <b>Ditto</b> Shall mean the whole of the preceding description except as qualified in the description in which it occurs.  <b>m.s.</b> Shall mean measured separately.  <b>a.b.d</b> Shall mean as before described.  <b>"Approved"</b> <i>Shall mean approved by the Project Engineer and the Employer in writing.</i>  <b>"As directed"</b> <i>Shall mean as directed by the Project Engineer and the Employer in writing.</i>  <b>"Demolish"</b> Shall be deemed to mean cutting away, breaking up, demolishing, pulling down, taking down, removing, etc., as the context requires and shall include in all cases temporarily strutting and supporting and making good remaining work as necessary, and clearing away and removing from Site all debris, etc.  <b>"Remove"</b> Shall mean taking down, hacking up, breaking down, removing etc., and clearing away from Site and all other expenses thereby entailed.  <b>"Make good"</b> Shall be deemed to mean all making good, fitting, facing up, plastering, paving, repairing and painting to match and jointing to remaining existing work.  <b>To "match"</b> Shall mean to be equal to relevant existing work in design, workmanship and all other respects.  <b>"Re-fix"</b> Shall apply to existing materials arising from the Works and shall mean take from store and fix in new position, including making good, repairing and adjusting as necessary.</p>	
	<i>Carried to collection</i>	-

ITEM	DESCRIPTION	AMOUNT (KSHS)
1.0.19	<p><b>PLANT, TOOLS AND VEHICLES</b></p> <p>Allow for providing all scaffolding, plant, tools and vehicles required for the works except in so far as may be stated otherwise herein and except for such items specifically and only required for the use of nominated Sub-Contractors as described herein. No timber used for scaffolding, formwork or temporary works of any kind shall be used afterwards in the permanent work.</p>	
1.0.20	<p><b>TRANSPORT.</b></p> <p>Allow for transport of workmen, materials, etc., to and from the site at such hours and by such routes as may be permitted by the competent authorities.</p>	
1.0.21	<p><b>MATERIALS AND WORKMANSHIP.</b></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>	
1.0.21	<p><b>SIGN FOR MATERIALS SUPPLIED.</b></p> <p>The Contractor will be required to sign a receipt for all articles and materials supplied by the Project Engineer 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 Engineer 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 Engineer</p>	
1.0.22	<p><b>STORAGE OF MATERIALS</b></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 Engineer Nominated Sub-Contractors are to be made liable for the cost of any storage accommodation provided especially for their use.</p>	
1.0.23	<p><b>ORDERING OF MATERIALS</b></p> <p>The Contractor must assist in alleviating the effects of possible shortages of materials by advance ordering of materials in order to maintain a continuous supply. Early delivery of materials will be permitted and included in interim certificates and upon request by the Project Engineer, the Contractor will be required to produce copies of order forms and invoices to establish that materials have been ordered in sufficient time and to check on material deliveries.</p>	
	<i>Carried to collection</i>	-

ITEM	DESCRIPTION	AMOUNT (KSHS)
1.0.24	<p><b>SAMPLES</b></p> <p>The Contractor shall furnish at his own cost any samples of materials or workmanship required for the works that may be called for by the Project Engineer for his approval until such samples are approved by the Project Engineer and the Project Engineer, may reject any materials or workmanship not in his opinion to be up to approved samples. The Project Engineer 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 Engineer. 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>The procedure for submitting samples of materials for testing and the method of marking for identification shall be as laid down by the Project Engineer 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 &amp; covers, tiles &amp; timber shall be required for approval by the PM together with the employer.</p> <p>No alternate rate shall be offered on account that the employer has chosen a superior finish unless the bidder had attached the sample he priced.</p>	
1.0.25	<p><b>PUBLIC AND PRIVATE ROADS.</b></p> <p>Maintain as required throughout the execution of the works and make good any damage to public or private roads arising from or consequent upon the execution of the works to the satisfaction of the local and other competent authority and the Project Engineer.</p>	
1.0.26	<p><b>EXISTING PROPERTY.</b></p> <p>The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damage arising from the execution of this contract at his own expense to the satisfaction of the Project Engineer.</p>	
1.0.27	<p><b>ACCESS TO SITE AND TEMPORARY ROADS.</b></p> <p>Means of access to the Site shall be agreed with the Project Engineer prior to commencement of the work and Contractor must allow for building any necessary temporary access roads for the transport of the materials, plant and workmen as may be required for the complete execution of the works including the provision of temporary culverts, crossings, bridges, or any other means of gaining access to the Site. Upon completion of the works, the Contractor shall remove such temporary access roads; temporary culverts, bridges, etc., and make good and reinstate all works and surfaces disturbed to the satisfaction of the Project Engineer.</p>	
	<i>Carried to collection</i>	-

ITEM	DESCRIPTION	AMOUNT (KSHS)
1.0.28	<b>AREA TO BE OCCUPIED BY THE CONTRACTOR</b>  The area of the site which may be occupied by the Contractor for use of storage and for the purpose of erecting workshops, etc., shall be defined on site by the Project Engineer.	
1.0.29	<b>SECURITY OF WORKS ETC.</b> 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.	
1.0.30	<b>PROGRESS CHART.</b> The Contractor shall provide within two weeks of Possession of Site and in agreement with the Project Engineer a Progress Chart for the whole of the works including the works of Nominated Sub-Contractors : one copy to be handed to the Project Engineer and a further copy to be retained on Site. Progress to be recorded and chart to be amended as necessary as the work proceeds.	
1.0.31	<b>INSURANCE</b>  The Contractor shall insure as required in Conditions No 30 of the Conditions of Contract. No payment on account of the work executed will be made to the Contractor until he has satisfied the Project Engineer either by production of an Insurance Policy or and Insurance Certificate that the provision of the foregoing Insurance Clauses have been complied with in all respects. Thereafter the Project Engineer shall from time to time ascertain that premiums are duly paid up by the Contractor who shall if called upon to do so, produce the receipted premium renewals for the Project Engineer's inspection.	
1.0.32	<b>CONTRACTOR'S SUPERINTENDENCE/SITE AGENT</b>  The Contractor shall constantly keep on the works a literate English speaking Agent or Representative, competent and experienced in the kind of work involved who shall give his whole experience in the kind of work involved and shall give his whole time to the superintendence of the works. Such Agent or Representative shall receive on behalf of the Contractor all directions and instructions from the Project Engineer and such directions shall be deemed to have been given to the Contractor in accordance with the Conditions of Contract.	
	<i>Carried to collection</i>	-



ITEM	DESCRIPTION	AMOUNT (KSHS)
1.0.33	<p><b>PROVISIONAL WORK</b></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 Engineer Immediately the work is ready for measuring, the Contractor shall give notice to the Project Engineer. If the Contractor makes default in these respects he shall if the Project Engineer so directs uncover the work to enable all measurements to be taken and afterwards reinstate at his own expense.</p>	
1.0.34	<p><b>PROVISIONAL SUMS.</b></p> <p>The term "Provisional Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7(i) of the Standard Method of Measurement. Such sums are net and no addition shall be made to them for profit.</p>	
1.0.35	<p><b>ADJUSTMENT OF PROVISIONAL SUMS.</b></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 Engineer'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>	
1.0.36	<p><b>PRIME COST (OR P.C.) SUMS.</b></p> <p>The term "Prime Cost Sum" or "P.C. Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7 (ii) of the Standard Method of Measurement . Persons or firms nominated by the Project Engineer to execute work or to provide and fix materials or goods are described herein as Nominated Sub Contractors. Persons or firms so nominated to supply goods or materials are described herein as Nominated Suppliers.</p>	
	<i>Carried to collection</i>	-

ITEM	DESCRIPTION	AMOUNT (KSHS)
1.0.37	<p><b>ADJUSTMENT OF P.C. SUMS.</b></p> <p>In the final account all P.C. Sums shall be deducted and the amount properly expended upon the Project Engineer'S order in respect of each of them added to the Contract sum. The Contractor shall produce to the Project Engineer such quotations, invoices or bills, properly receipted, as may be necessary to show the actual details of the sums paid by the Contractor. Items of profit upon P.C. Sums shall be adjusted in the final account pro-rata to the amount paid. Items of "attendance" (as previously described) following P.C. Sums shall be adjusted pro-rata to the physical extent of the work executed (not pro-rata to the amount paid) and this shall apply even though the Contractor's priced Bill shows a percentage in the rate column in respect of them. Should the Contractor be permitted to tender and his tender be accepted of any work for which a P.C. Sum is included in these Bill of Quantities profit and attendance will be allowed at the same rate as it would be if the work were executed by a Nominated Sub-Contractor.</p>	
1.0.38	<p><b>NOMINATED SUB-CONTRACTORS</b></p> <p>When any work is ordered by the Project Engineer to be executed by nominated sub-contractors, the Contractor shall enter into sub-contracts and shall thereafter be responsible for such sub-contractors in every respect. Unless otherwise described the Contractor is to provide for such Sub-Contractors any or all of the facilities described in these Preliminaries. The Contractor should price for these with the nominated Sub contract Contractor's work concerned in the P.C. Sums under the description "add for Attendance".</p>	
1.0.39	<p><b>DIRECT CONTRACTS</b></p> <p>Notwithstanding the foregoing conditions, the Client reserves the right to place a "Direct Contract" for any goods or services required in the works which are covered by a P.C. Sum in the Bills of Quantities and to pay for the same direct. In any such instances, profit relative to the P.C. Sum the priced Bills of Quantities will be adjusted as described for P.C. Sums and allowed.</p>	
1.0.40	<p><b>ATTENDANCE UPON OTHER TRADESMEN, ETC.</b></p> <p>The Contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this Contract every facility for carrying out their work and also for use of his ordinary scaffolding. The Contractor, however, shall not be required to erect any special scaffolding for them. The Contractor shall perform such cutting away for and making good after the work of such tradesmen or persons as may be ordered by the Project Engineer and the work will be measured and paid for to the extent executed at rates provided in these Bills.</p>	
	<i>Carried to collection</i>	-

ITEM	DESCRIPTION	AMOUNT (KSHS)
<b>1.0.41</b>	<b>OFFICE ETC. FOR THE Project Engineer</b>  The Contractor shall provide, erect and maintain where directed on site a properly ventilated lockable office for the consultants, having a minimum floor area of 40 Square Metres complete with furniture (Tables, chairs e.t.c). Provision shall be made for artificial lighting and cleaning facilities for the duration of the works. Upon completion the Contractor shall dismantle and clear away the office. He shall also provide a strong metal trunk complete with strong hasp and staple fastening and two keys. He shall provide, erect and maintain a lock-up type water or bucket closet for the sole use of the Project Engineer including making temporary connections to the drain where applicable to the satisfaction of Government and Medical Officer of Health and shall provide services of cleaner and pay all conservancy charges and keep both office and closet in a clean and sanitary condition from commencement to the completion of the works and dismantle and make good disturbed surfaces. The office and closet shall be completed before the Contractor is permitted to commence the works. The Contractor shall make available on the Site as and when required by the "Project Engineer" a modern and accurate level together with levelling staff, ranging rods and 50 metre metallic or linen tape.	
<b>1.0.42</b>	<b>WATER AND ELECTRICITY SUPPLY FOR THE WORKS</b>  The Contractor shall provide at his own risk and cost all necessary water, electric lighting and power required for use in the works. The Contractor must make his own arrangements for connection to the nearest suitable water main and for metering the water used. He must also provide temporary tanks and meters as required at his own cost and clear away when no longer required and make good on completion to the entire satisfaction of the Project Engineer . The Contractor shall pay all charges in connection herewith. No guarantee is given or implied that sufficient water will be available from mains and the Contractor must make his own arrangements for augmenting this supply at his own cost. Nominated Sub--contractors are to be made liable for the cost of any water or electric current used and for any installation provided especially for their own use.	
<b>1.0.43</b>	<b>SANITATION OF THE WORKS</b> The Sanitation of the works shall be arranged and maintained by the Contractor to the satisfaction of the Government and/or Local Authorities, Labour Department and the Project Engineer.	
<b>1.0.44</b>	<b>SUPERVISION AND WORKING HOURS</b> The works shall be executed under the direction and to the entire satisfaction in all respects of the Project Engineer who shall at all times during normal working hours have access to the works and to the yards and workshops of the Contractor and sub-Contractors or other places where work is being prepared for the contract.	
<b>1.0.45</b>	<b>HOARDING</b> The Contractor shall enclose the site or part of the works under construction with a hoarding 2400 mm high consisting of iron sheets on 100 x 50 mm timber posts firmly secured at 1800 mm centres with two 75 x 50 mm timber rails. The Contractor is in addition required to take all precautions necessary for the safe custody of the works, materials, plant, public and Employer's property on the site.	
	<i>Carried to collection</i>	-

ITEM	DESCRIPTION	AMOUNT (KSHS)
1.0.46	<b>PROTECTION OF THE WORKS.</b> Provide protection of the whole of the works contained in the Bills of Quantities, existing property, finishes, workmen employed on the site, employer's agents and the public; including casing , casing up, covering or such other means as may be necessary to avoid damage to the satisfaction of the Project Engineer and remove such protection when no longer required and make good any damage which may nevertheless have been done at completion free of cost to the Client. Any damage or loss incurred due to the insufficiency of such protection must be made good by the Contractor	
1.0.47	<b>WORKS TO BE DELIVERED UP CLEAN</b> Clean and flush all gutters, rainwater and waste pipes, manholes and drains, wash (except where such treatment might cause damage) and clean all floors, sanitary fittings, glass inside and outside and any other parts of the works and remove all marks, blemishes, stains and defects from joinery, fittings and decorated surfaces generally, polish door furniture and bright parts of metalwork and leave the whole of the buildings watertight, clean, perfect and fit for occupation to the approval of the Project Engineer.	
1.0.48	<b>GENERAL SPECIFICATION.</b> For the full description of materials and workmanship, method of execution of the work and notes for pricing, the Contractor is referred to the Ministry of Roads and Public Works and Housing General Specification dated 1976 or any subsequent revision thereof which is issued as a separate document, and which shall be allowed in all respects unless it conflicts with the General Preliminaries, Trade Preambles or other items in these Bills of Quantities.	
1.0.49	<b>TRAINING LEVY</b> The Contractor's attention is drawn to the legal notice which requires payment by the Contractor of a Training Levy at the rate of 1/4 % of the Contract sum on all contracts of more than KShs. 50,000.00 in value.	
1.0.50	<b>MATERIALS ON SITE</b> All materials for incorporation in the works must be stored on or adjacent to the site before payment is effected unless specifically exempted by the Project Engineer. This includes the materials of the Main Contractor, Nominated Sub-Contractors and Nominated Suppliers.	
1.0.51	<b>ALTERATIONS TO BILLS, PRICING, ETC.</b> Any unauthorised alteration or qualification made to the text of the Bills of Quantities may cause the Tender to be disqualified and will in any case be ignored. The Contractor shall be deemed to have made allowance in his prices generally to cover any items against which no price has been inserted in the priced Bills of Quantities. All items of measured work shall be priced in detail and the Tenders containing Lump Sums to cover trades or groups of work must be broken down to show the price of each item before they will be accepted.	
	<i>Carried to collection</i>	-

ITEM	DESCRIPTION	AMOUNT (KSHS)
<b>1.0.52</b>	<b>MATERIALS ARISING FROM EXCAVATIONS</b> Materials of any kind obtained from the excavations shall be the property of the client. Unless the Project Engineer directs otherwise such materials shall be dealt with as provided in the Contract. Such materials shall only be used in the works, in substitution of materials which the Contractor would otherwise have had to supply with the written permission of the Project Engineer. Should such permission be given, the Contractor shall make due allowance for the value of the materials so used at a price to be agreed.	
<b>1.0.53</b>	<b>PREVENTION OF ACCIDENT, DAMAGE OR LOSS</b> 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 thus instructed to take reasonable care in the execution of the works as to prevent accidents, damage or loss and disruption of activities being carried out by the Client. The Contractor shall allow in his rates any expense he deemed necessary by taking such care within the site.	
<b>1.0.54</b>	<b>GOVERNMENT ACTS REGARDING WORK, PEOPLE ETC.</b> Allow for complying with all Government Acts, Orders and Regulations in connection with the employment of Labour and other matters related to the execution of the works. In particular the Contractor's attention is drawn to the provisions of the Factory Act 1950 and his tender must include for all costs arising or resulting from compliance with any Act, Order or Regulation relating to Insurances, pensions and holidays for workpeople or so the safety, health and welfare of the workpeople. The Contractor must make himself fully acquainted with current Acts and Regulations, including Police Regulations regarding the movement, housing, security and control of labour, labour camps, passes for transport, etc. It is most important that the Contractor, before tendering, shall obtain from the relevant Authority the fullest information regarding all such regulations and/or restrictions which may affect the organisation of the works, supply and control of labour, etc., and allow accordingly in his tender. No claim in respect of want of knowledge in this connection will be entertained.	
<b>1.0.55</b>	<b>BLASTING OPERATIONS</b> Blasting will only be allowed with the express permission of the Project Engineer in writing. All blasting operations shall be carried out at the Contractor's sole risk and cost in accordance with any Government regulations in force for the time being, and any special regulations laid down by the Project Engineer governing the use and storage of explosives.	
<b>1.0.56</b>	<b>SIGNBOARD</b> Allow for providing, erecting, maintaining throughout the course of the Contract and afterwards clearing away a signboard as designed, specified and approved by the Project Engineer.	
	<i>Carried to collection</i>	-

ITEM	DESCRIPTION	AMOUNT (KSHS)
1.0.57	<b>NUISANCE</b> The Contractor must take such steps and exercise such care and diligence so as to minimize nuisance from dust, noise or any other cause, to the occupiers of adjacent properties	
1.0.58	<b>PROTECTION OF TREES</b> The Contractor shall in the course of construction take all necessary precautions to preserve any existing trees. The contractor will not cut down any tree(s) without express authority or written instruction by the Project Engineer and relevant authorities. He must at all times liaise with the Project Engineer in this regard. The cost of obtaining any necessary permits will be borne by the Contractor.	
1.0.59	<b>EXTENDED PRELIMINARIES</b> In case the Contractor suffers costs due to extended preliminaries as a result of excusable delays. Then the Employer shall compensate the Contractor the ACTUAL COST of such extended preliminaries plus 10% administrative costs. Such costs will be proven with payment receipts, payroll etc. No further claims shall be allowed with respect to the same.	
1.0.60	<b>TIMELY PAYMENT FOR LABOURERS</b> The Contractor shall ensure that his workers are paid their wages promptly and on time. If such payments are effected weekly the Contractor shall ensure that workers are paid on the appointed day to avoid any disruption of work occasioned by the failure of the Contractor to pay workers on time and shall be required to furnish proof to that effect,	
	<i>Carried to collection</i>	-

ITEM	DESCRIPTION	AMOUNT (KSHS)
	<p style="text-align: center;"><u>COLLECTION</u></p> <p>Brought Forward From Page GP/1</p> <p>Brought Forward From Page GP/2</p> <p>Brought Forward From Page GP/3</p> <p>Brought Forward From Page GP/4</p> <p>Brought Forward From Page GP/5</p> <p>Brought Forward From Page GP/6</p> <p>Brought Forward From Page GP/7</p> <p>Brought Forward From Page GP/8</p> <p>Brought Forward From Page GP/9</p> <p>Brought Forward From Page GP/10</p> <p>Brought Forward From Page GP/11</p> <p>Brought Forward From Page GP/12</p>	
	TOTAL FOR GENERAL PRELIMINARIES CARRIED TO GRAND SUMMARY	

**BILL NO 2: GENERAL PRELIMINARIES**

Item	DESCRIPTION	Kshs.
2.0.1	<b>PRICING ITEMS OF PRELIMINARIES</b> Prices <b>SHALL BE INSERTED</b> against items of “preliminaries” in the tenderer’s priced Bills of Quantities. The contractor is advised to read and understand all preliminary items.	
2.0.2	<b>SCOPE OF THE CONTRACT</b> The works to be carried out under this contract comprises of General builders works in accordance with the BQ supplied in amplification thereof including.  <u>Level</u> <u>Use</u> i. Ground Floor : 50 pax Training Room , Reception,3 No. offices, Prayer Room, Lactating room and Washrooms  ii. First Floor: 7 No. offices, Records, Store, Kitchenett and Washroom  iii. Second Floor: Boardroom, 3 No. Executive offices, Kitchenett and Washroom  iv. Third Floor: 6 No. offices, Meeting Room, Records, Store, Kitchenett and Washroom  <b><u>Total Built-up Area (As Measured by QS)</u></b> <b><u>Sq. Meters 1144m2</u></b>	
2.0.3	<b>DESCRIPTION OF THE WORKS</b>  The works to be carried out under this contract comprise of  The Building is a reinforced concrete frame with high class finishes to provide a modern work environment and facillities.  The Substructure consists of Reinforced Concrete Column Base Foundations, Surface Bed Preparations, Columns, Stairs, Beams, Lift Shafts and and Slabs.  The Superstructure Consists of Reinforced Concrete Columns, Beams, Stairs and Suspended Slabs.  The main walling is in dressed coral stones while internal partitions are in 10 mm toughned frameless glass with aluminium supports or solid concrete blocks.  The flat roof sections to be in waterproofed screeds covered in bituminous member and clay tiles.	
	<b>Carried to Collection</b>	



Item	DESCRIPTION	Kshs.
	<p>The windows and curtain walls are in glazed Aluminium casements.</p> <p>The Doors are in glazed frameless glass doors, Aluminium and Mild Steel.</p> <p>External Finishes include plaster, textured paint and, 'Mazeras' Tiles .</p> <p>Internal Finishes include plaster and paint, Porcelain Tiles, Ceramic floor and wall tiles and Gypsum and Acoustic ceilings.</p> <p><b>External Works</b>  External Works Comprise but shall not be limited to the following:-</p> <ul style="list-style-type: none"> <li>i. Paved Driveway and Parking</li> <li>ii. Storm Water Drainage</li> <li>iii. Foul Water Drainage</li> <li>iv. Landscaping</li> <li>v. Water Reticulation</li> </ul> <p>Electrical installations including lighting and power point and fittings, distribution boards, lift installation, cable trunking and data point, earthing, and solar system.</p> <p>Mechanical installations including sanitary fittings, plumbing and drainage works, firefighting installations, air conditioning and rain water harvesting</p> <p><b>2.0.4 MEASUREMENTS</b>  In the event of any discrepancies arising between the Bills of Quantities and the actual works, the site measurements shall generally take precedence. However, such discrepancies between any contract documents shall immediately be referred to the Employer Representative in accordance with Clauses of the Conditions of Contract. The discrepancies shall then be treated as a variation and be dealt with in accordance with Clause of the said Conditions.</p> <p><b>2.0.5 LOCATION OF SITE</b>  The sites of the proposed works are at <b>Liwatoni Fisheries Office, Latitude 4.07S and Longitude 39.66 E .</b>  The Contractor is advised to visit the site, to familiarize with the nature and position of the site. No claims arising from the Contractor's failure to do so will be entertained</p>	
	<b>Carried to Collection</b>	

Item	DESCRIPTION	Kshs.
2.0.6	<p><b>CLEARING AWAY</b></p> <p>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 ENGINEER.</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>	
2.0.7	<p><b>CLAIMS</b></p> <p>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 Employer Representative within the contract period. No claims shall be entertained upon the expiry of the said contract period.</p>	
2.0.8	<p><b>PAYMENTS</b></p> <p>The tenderer's attention is drawn to the fact that the <b>Department SHALL NOT MAKE ADVANCE PAYMENTS</b> in accordance with SECTION IV – Appendix to the Conditions of Contract Agreement.</p>	
2.0.9	<p><b>PREVENTION OF ACCIDENT, DAMAGE OR LOSS</b></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>	
	Carried to Collection	

Item	DESCRIPTION	Kshs.
2.0.10	<b>WORKING CONDITIONS</b>  The Contractor shall allow in his rates for any interference that he may encounter in the course of execution of the works for the Client may in some cases ask the Contractor not to proceed with the works until some activities within the site are completed, as the facility will be operating as usual during the course of the contract.	
2.0.11	<b>SIGNBOARD</b>  Allow for providing, erecting, maintaining throughout the course of the Contract and afterwards clearing away a signboard as designed, specified and approved by the Employer Representative.	
2.0.12	<b>LABOUR CAMPS</b>  The Contractor shall not be allowed to house labour on site. Allow for transporting workers to and from the site during the tenure of the contract.	
2.0.13	<b>MATERIALS FROM DEMOLITIONS</b>  Any materials arising from demolitions and not re-used shall be removed from site. The contractor shall allow in his rates the cost of removal from site and dumping at a site approved by the city authorities.	
2.0.14	<b>PRICING RATES</b>  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.	
	Carried to Collection	-

Item	DESCRIPTION	Kshs.
2.0.15	<p><b>SECURITY</b></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>	
2.0.16	<p><b>URGENCY OF THE WORKS</b></p> <p>The Contractor is notified that these “<b>works are urgent</b>” and should be completed within the contract period.</p> <p>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>	
2.0.17	<p><b>PAYMENT FOR MATERIALS ON SITE</b></p> <p>All materials for incorporation in the works must be stored on site before payment is effected, unless specifically exempted by the Employer Representative</p>	
2.0.18	<p><b>EXISTING SERVICES</b></p> <p>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>	
2.0.19	<p><b>FIRM PRICE CONTRACT</b></p> <p>This is a firm price contract and the contractor must allow in his tender rates for any increase in the cost of labour and/or materials during the currency of the contract</p>	
	Carried to Collection	

Item	DESCRIPTION	Kshs.
2.0.20	<b>BID BOND</b>  A bid bond shall be required in the amount stated in the invitation to tender or advertisement. Bid bond shall be from EITHER an insurance or bank.	
2.0.21	<b>PERFORMANCE BOND</b>  The Contractor shall find and submit the name of one surety who shall be an approved Kenyan Bank and who will be bound to the employer in an amount equal to Ten per cent (10%) of the Contract amount for the due performances of the Contract up to the date of completion as certified by the ENGINEER and who will when and if called upon sign a Bond to that effect without the addition of any limitations.	
2.0.22	<b>TENDER DOCUMENTS</b>  Tender documents are as listed in the Instructions to Tenderer's.	
2.0.23	<b>DELIVERY OF TENDER</b>  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.  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.	
2.0.24	<b>VALUE ADDED TAX</b>  The contractor shall include in his rates/prices allowances to meet VAT requirements and any other government taxes currently in force.  No claim arising from the contractors failure to allow in his rates/prices allowance to meet all government taxes shall be entertained	
	<b>Carried to Collection</b>	

Item	DESCRIPTION	Kshs.
<b>2.0.25</b>	<p><b>PROJECT MANAGEMENT EXPENSES</b></p> <p>Allow a provisional sum of Kenya Shillings Two Million, Five Hundred Thousand (KSHs. 2,500,000) only for supervision, stationery, airtime and lunch for County Project Management team attendance to be expended in whole or part as directed by the ENGINEER.</p> <p>Allow a percentage sum for the contractors administrative costs and profits for the above (5%)</p>	
<b>2.0.27</b>	<p><b>CONTRACT COMPLETION PERIOD</b></p> <p>The contract completion period in accordance with conditions of the Conditions of contract must be adhered to.</p> <p>The 'ENGINEER' shall strictly monitor the Contractors progress in relation to the progress chart and should it be found necessary the 'ENGINEER' shall inform the Contractor in writing that his actual performance on site is not satisfactory. In all such cases the Contractor shall accelerate his rate of performance production and progress by all means such as additional labour, plant, e.t.c and working overtime all at his cost.</p>	
	Carried to Collection	-

Item	DESCRIPTION	Kshs.
	<p><b>PARTICULARS OF INSERTIONS TO BE MADE IN APPENDIX TO CONTRACT AGREEMENT</b></p> <p>The following are the insertions to be made in the appendix to the Contract Agreement: -</p> <p><b>Period of Final Measurement</b> 3 Months From Practical completion</p> <p><b>Defects Liability Period</b> 6 Months from practical completion</p> <p><b>Date for Possession</b> To be agreed with the Project Engineer</p> <p><b>Date for Completion</b> 52 Weeks from date of Possession</p> <p><b>Liquidated and Ascertained</b> Kshs 100,000 per day or part thereof</p> <p><b>Prime cost sums for which the Contractor desires to tender</b>  .....  .....  .....</p> <p><b>Period of Interim Certificates</b> Monthly</p> <p><b>Period of Honouring Certificates</b> 30 days</p> <p><b>Percentage of Certified Value Retained</b> 10%</p> <p><b>Limit of Retention Fund</b> 5 %</p>	

Item	DESCRIPTION	Kshs.
	<p><b>COLLECTION</b></p> <p><b>A</b> Brought forward from page PP/1</p> <p><b>B</b> Brought forward from page PP/2</p> <p><b>C</b> Brought forward from page PP/3</p> <p><b>D</b> Brought forward from page PP/4</p> <p><b>E</b> Brought forward from page PP/5</p> <p><b>F</b> Brought forward from page PP/6</p> <p><b>G</b> Brought forward from page PP/7</p> <p><b>H</b> Brought forward from page PP/8</p>	<p>-</p> <p>-</p>
	<b>PARTICULAR PRELIMINARIES CARRIED TO SUMMARY</b>	



**BILL NO 3: BUILDERS WORKS**

Item	Description	Unit	Qty	Rate	Amount
3.0.1	<p><b><u>ADMINISTRATION BUILDING</u></b></p> <p>- <b><u>ELEMENT 1.0: DEMOLITIONS</u></b></p> <p>- <b><u>An inventory of materials salvaged by the contractor is to be kept. All materials remain property of the client and are to be handed over to him. Should the client permit it the contractor can make application to either purchase the material and pay in cash or to make an allowance for credit at the end of demolitions and alterations sections of this bill.</u></b></p> <p>- <b><u>Demolitions shall be carefully carried out to secure the specified. Demolition shall include making good any surfaces disturbed and removing all debris from site.</u></b></p> <p>- Carefully demolish existing structure overall size 20 x 11.8m complete with the substructure elements; including salvaging of all reusable materials to be handed over to the client and carting away arising debris</p> <p>-</p> <p>-</p>	ITEM			
	<b>Total carried to collection</b>				-

Item	Description	Unit	Qty	Rate	Bq Amount
	<b><u>ADMINISTRATION BUILDING</u></b>				
	<b><u>ELEMENT 1.1: SUBSTRUCTURES(All Provisional)</u></b>				
	<b><u>SITE PREPARATION</u></b>				
	<b><u>Excavations</u></b>				
3.0.2	Clear site of all bushes, tufts and any small or large trees, including grubbing out roots and burn on site where directed	SM	323		
3.0.3	Excavate oversite to remove existing concrete floor slab 200mm average depth, loads, wheel and deposit where directed on site and level	SM	323		
3.0.4	Excavate for foundation trenches not exceeding 1.5M deep from stripped level in demolished substructure	CM	95		
3.0.5	Ditto; for columns	CM	156		
3.0.6	Ditto; for lift shaft	CM	23		
	<b><u>Disposal</u></b>				
3.0.7	Return, fill and ram extra excavation materials around foundation	CM	128		
3.0.8	Cart away surplus excavated materials	CM	123		
	<b><u>Filling</u></b>				
3.0.9	Average 300mm thick hardcore bed well watered leveled and compacted	CM	81		
3.0.10	50mm thick murrum blinding	SM	271		
3.0.11	Treat surface of hardcore filing with gladiator TC or other equal approved insecticide according to the manufacture instructions.	SM	271		
	<b>Total carried forward to collection</b>				-

Item	Description	Unit	Qty	Rate	Amount
	<i>Brought forward from page BW/2</i>				-
	<b><u>CONCRETE WORKS</u></b>				
	<b><u>Mass Concrete</u></b>				
3.0.12	50mm thick concrete blinding under strip footing, lift and column bases(class 15)	CM	9		
	<b><u>Vibrated reinforced concrete class 25/25 in:-</u></b>				
3.0.13	Strip foundation	CM	16		
3.0.14	Column bases	CM	52		
3.0.15	Lift shaft base	CM	6		
3.0.16	Column starters	CM	2		
3.0.17	Ground beam	CM	9		
3.0.18	150mm thick floor slab	SM	299		
3.0.19	200mm thick lift shaft	SM	12		
3.0.20	150mm thick ramp slab inclined at an angle not exceeding 15 degrees	SM	7		
	<b><u>Reinforcement</u></b>				
	<b><u>Ribbed Reinforcement Steel Bars to KS ISO 6935 - 2:2007 including cutting to length, bending, hoisting and fixing including all necessary tying wires and spacing blocks</u></b>				
3.0.21	Assorted reinforcement bars	KG	854		
3.0.22	B.R.C Mesh reinforcement A142	SM	5		
	<b><u>Formwork as Described. Allow for setting to special steel propping, strutting, fillets, nails, etc to</u></b>				
3.0.23	Sides of strip footing	SM	306		
3.0.24	Sides of column base	SM	50		
3.0.25	Sides of the lift base	SM	76		
3.0.26	Sides of column starters	SM	9		
3.0.27	Sides of the ground beam	SM	17		
3.0.28	Sides of lift shaft	SM	89		
3.0.29	Edges of the surface bed 75- 150mm high	LM	21		
	<b>40 mm thick cement and sand (1:4) with "Sika-1" or other equal and approved integral waterproofing additive applied to manufacturer's printed instructions; to receive waterproofing</b>				
3.0.30	Wall surfaces	SM	73		
3.0.31	Bed slab areas	SM	21		
	<b>Total carried forward to collection</b>				-

Item	Description	Unit	Qty	Rate	Amount
	<i>Brought forward from page BW/3</i>				-
	<u>APP or any equal and approved to rendered surfaces obtained from approved supplier to applied in strict adherence to the manufacturer's printed instructions and with a 10 year minimum (absolute) guarantee to the client without any limitations as instructed by the Structural Engineer as described in:-</u>				
3.0.32	Rendered wall surfaces	SM	21		
3.0.33	Bed slab areas	SM	16		
	<b><u>FOUNDATION WALLING</u></b>				
3.0.34	200mm thick cut coral block wall bedded and jointed in cement, sand mortar mix (1:3) and reinforced every alternate course with hoop iron	SM	141		
3.0.35	200mm wide Hessian based bituminous felt damp proof course bedded in cement,sand mortar mix 1:3 including end taps	LM	147		
3.0.36	1000 gauge polythene sheet damp proof membrane including 300mm laps	SM	286		
	<b><u>Plinth Finish</u></b>				
3.0.37	40 mm thick cement and sand (1:4) with approved integral waterproofing additive applied to manufacturer's printed instructions; to receive mazeras tiles	SM	22		
3.0.38	- 225 x 75 mm chiseled mazeras stone cladding to designated areas as directed by the project manager	SM	22		
	<b><u>Paving Slabs</u></b>				
3.0.39	Excavate oversite average 200mm deep and cart away where directed	SM	86		
3.0.40	- Excavate for foundation trenches not exceeding 1.5m deep from stripped level in coral	CM	39		
3.0.41	Plain concrete (1:3:6) in strip foundation	CM	6		
3.0.42	150mm thick coral block edge walling in cement sand (1:3) mortar	SM	29		
3.0.43	300mm thick approved hardcore well compacted in layers	SM	54		
3.0.44	- Treat surface of hardcore filing with gladiator TC or other equal approved insecticide according to the manufacture instructions.	SM	54		
3.0.45	600 x 600 x 50mm precast concrete (1:2:4) paving slabs pointed in cement sand (1:3) mortar and laid on 50 mm approved on sand	SM	86		
	<b>TOTAL FOR SUBSTRUCTURE CARRIED TO SUMMARY</b>				-

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
-	<u>GROUND FLOOR</u>				
-	<u>ELEMENT 1.2: REINFORCED CONCRETE SUPERSTRUCTURE</u>				
-	<u>Vibrated reinforced concrete class 25/25 in:-</u>				
3.0.46	Beams	CM	13		
3.0.47	Columns	CM	4		
3.0.48	Staircase	CM	5		
-	<u>Ditto in:-</u>				
3.0.49	200mm thick lift shaft	SM	26		
3.0.50	150mm thick suspended floor slab	SM	262		
3.0.51	150mm thick suspended window canopy	SM	58		
-	<u>Reinforcement</u>				
-	<u>Ribbed Reinforcement Steel Bars to KS ISO 6935 - 2:2007 including cutting to length, bending, hoisting and fixing including all necessary tying wires and spacing blocks</u>				
3.0.52	Assorted reinforcement bars	KG	8820		
-					
	TOTAL FOR CARRIED TO COLLECTION				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Brought forward from page BW/5  Formwork as Described. Allow for setting to special steel propping, strutting, fillets, nails, etc to				-
3.0.53	Soffits of floor slab not exceeding 3.00m high	SM	262		
3.0.54	Vertical sides of columns	SM	52		
3.0.55	Sides and soffits of beams	SM	160		
3.0.56	Sloping soffits of staircase	SM	10		
3.0.57	Soffits of staircase landing	SM	16		
3.0.58	Vertical sides of lift shaft	SM	51		
3.0.59	Sides and soffits of window canopy	SM	58		
	Ditto to edges of:-				
3.0.60	Suspended floor slab 75mm but not exceeding 150mm high	LM	83		
3.0.61	Ditto staircase rises	LM	35		
3.0.62	Ditto staircase waist	LM	13		
	- -				
	TOTAL FOR SUPERSTRUCTURES CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b><u>ELEMENT 1.3: WALLING</u></b>				
	- <u>Machine cut coral block walling bedded and jointed in cement and sand mortar 1:4; including 20swg x 25mm wide hoop iron in every alternate course</u>				
3.0.63	200mm thick external walling	SM	118		
3.0.64	200 mm internal walling	SM	97		
3.0.65	200mm thick pier walling	SM	73		
	<b>Precast concrete solid blocks bedded and jointed in cement and sand mortar (1:3)</b>				
3.0.66	100mm internal walling	SM	13		
	<b>Precast Concrete Louvre Blocks</b>				
3.0.67	200mm louvre block walling	SM	7		
	<b>Partition</b>				
3.0.68	10mm thick toughened frameless glass complete with heavy duty, powder coated 100 x50 x3mm top , bottom and vertical rails, 25 x 25 mm aluminium glazing beads and 20mm rubber glazing strips	SM	101		
	-				
	<b>TOTAL FOR WALLING CARRIED TO SUMMARY</b>				-

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b><u>ELEMENT 1.4: DOORS</u></b>				
3.0.69	- <b>Frameless Glassdoors</b> 10mm thick toughened frameless glass manual sliding/openable double door; overall size 1800 x 3000 mm high in 2 No. active leaves each of size 900 x 2400 mm high and 2 No. fixed light 900 x 300 mm high complete with and including soft closing hinges, locks, catches, automatic door closer, oval satin door stopper, 500 mm long stainless steel pull handles, stainless steel push/pull plate, accessories, opening mechanism and any other necessary ironmongery all as "ASSA ABLOY" or equal and approved to Engineer's details and approval	NO.	1		
3.0.71	- Ditto size 900mm x 2100mm	NO.	5		
	<i>Supply, assemble and fix the following purpose made powder coated aluminium framed door to B.S 3987, 1984 to Booth Standard extruded profiles complete 2 layers of 4mm thick alucobond with a complete set of UNION or any equal and approved ironmongery comprising of indicator bolts, hat and coat hooks, door stops, toilet roll holders, guardsman pull handle XL003820 and rubber buffers. All exposed aluminium section are to be powder coated. (Ref Architects Detailing)</i>				
3.0.72	Overall size 1000mm x 2100mm (Double Swing)	NO.	2		
3.0.73	Overall size 1000mm x 2100mm	NO.	2		
3.0.74	Overall size 900mm x 2100mm	NO.	5		
3.0.75	- Overall size 600mm x 2100mm in 2 No. active leaves each of size 300 x 2100 mm (louvered duct door)	NO.	1		
	- <b>FIRE DOOR</b> 120 minutes Fire door as "ASTURMADI" or other equal and approved; with fireproof frames, vision panel and hardware; frames and leaf made of 1.5mm thick G.I Steel in filled with rockwool and gypsum powder and finished in polyester powder coating including fixing all necessary fireproof ironmongery; all in accordance to manufacturers printed instructions and Engineers approval.				
3.0.76	Overall size 900mm x 2100mm	NO.	1		
	<b>Total for doors carried to summary</b>				-



ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b><u>ELEMENT 1.5: WINDOWS</u></b>				
	<u>Supply, assemble and fix the following purpose made powder coated aluminium framed sliding windows to B.S 3987, 1984 to Booth Standard extruded profiles from approved manufacturer(s) complete with mullions, transomes, railing and necessary intermediate reinforcement elements including all weather strips, rubber glazing strips,couplings, sliding rails bars; panes fixed with 5mm thick one way glass fixed with beadings.</u>				
3.0.76	Size 1100 x 1500 mm	NO.	32		
	<u>Fabricate, supply and fix mild steel grill; constructed with 25 x 25 x 3mm RHS vertical framing; infilled with 12 mm diameter solid bars at 150 mm center in both directions to form diamond shape; fixed with lugs built into concrete or stone walls; all primed with red oxide .(Refer to architect's detail)</u>				
3.0.77	Burglar proofing grill	SM	53		
	<u>Prepare and apply three coats of premium quality gloss oil paint to:</u>				
3.0.78	Burglar proofing grilles; internally/externally	SM	106		
3.0.79	Approved 600 x 275 x 175mm precast concrete window cill bedded and jointed in cement (sand (1:3) mortar	LM	35		
	<b>Total for widows carried to summary</b>				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b><u>ELEMENT 1.6: FINISHES</u></b>				
	<b><u>Wall Finish</u></b>				
3.0.80	15mm cement and sand (1:4) render wood float on external walling, columns and beams.	SM	203		
3.0.81	Prepare and apply one undercoat and two coats of first quality long lasting, textured paint to rendered surfaces externally	SM	203		
3.0.82	15mm cement and sand (1:4) plaster trowelled smooth and comprising 12mm thick backing and 3mm finishing coat to internal walls.	SM	342		
3.0.83	Prepare surface, skim to approval and apply one undercoat and two finishing coats of first quality vinyl emulsion paint to plastered surfaces	SM	342		
3.0.84	12 mm thick cement and sand (1:3) paving prepared to receive ceramic tiles	SM	108		
3.0.85	Supply and fix 6mm thick Twyford ceramic wall tiles or any other equal and approved on prepared backing (m.s) including grouting and edge protectors where required; overall size 200mm x 300mm.	SM	108		
	<b><u>Floor Finish</u></b>				
3.0.86	32 mm thick cement and sand screed (1:3) paving prepared to receive ceramic tiles	SM	260		
3.0.87	- Supply and fix approved 8mm thick Twyford or any equal and approved ceramic floor tiles on prepared backing (m.s) including grouting and edge protectors where required.	SM	231		
3.0.88	Ditto non-slip tiles; overall size 300mm x 300mm.	SM	30		
3.0.89	Ditto 100mm high skirting	LM	101		
	-				
	<b>Total Carried to collection</b>				-

	<b>BILL NO 3; BUILDERS WORKS</b>					

ITEM	DESCRIPTION	UNIT	QTY	RATE	
	<b><u>ADMINISTRATION BUILDING</u></b>				
	-				
	<b><u>ELEMENT 1.0: DEMOLITIONS</u></b>				
	-				
	<b><u>An inventory of materials salvaged by the contractor is to be kept. All materials remain property of the client and are to be handed over to him. Should the client permit it the contractor can make application to either purchase the material and pay in cash or to make an allowance for credit at the end of demolitions and alterations sections of this bill.</u></b>				
	-				
	<b><u>Demolitions shall be carefully carried out to secure the specified. Demolition shall include making good any surfaces disturbed and removing all debris from site.</u></b>				
	-				
3.0.1	Carefully demolish existing structure overall size 20 x 11.8m complete with the substructure elements; including salvaging of all reusable materials to be handed over to the client and carting away arising debris	ITEM			
	-				
	-				
	<b>Total carried to collection</b>				
ITEM	DESCRIPTION	UNIT	QTY	RATE	

	<b><u>ADMINISTRATION BUILDING</u></b>				
	-				
	<b><u>ELEMENT 1.1: SUBSTRUCTURES(All Provisional)</u></b>				
	-				
	<b><u>SITE PREPARATION</u></b>				
	<b><u>Excavations</u></b>				
	-				
3.0.2	Clear site of all bushes, tufts and any small or large trees, including grubbing out roots and burn on site where directed	SM	323		
3.0.3	Excavate oversite to remove existing concrete floor slab 200mm average depth, loads, wheel and deposit where directed on site and level	SM	323		
3.0.4	Excavate for foundation trenches not exceeding 1.5M deep from stripped level in demolished substructure	CM	95		
3.0.5	Ditto; for columns	CM	156		
3.0.6	Ditto; for lift shaft	CM	23		
	<b><u>Disposal</u></b>				
3.0.7	Return, fill and ram extra excavation materials around foundation	CM	128		
3.0.8	Cart away surplus excavated materials	CM	123		
	<b><u>Filling</u></b>				
3.0.9	Average 300mm thick hardcore bed well watered leveled and compacted	CM	81		
3.0.10	50mm thick murrum blinding	SM	271		
	-				
3.0.11	Treat surface of hardcore filing with gladiator TC or other equal approved insecticide according to the manufacture instructions.	SM	271		
	<b>Total carried forward to collection</b>				
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE</b>	<b>A</b>

	<i>Brought forward from page BW/2</i>				
	<b><u>CONCRETE WORKS</u></b>				
	<b><u>Mass Concrete</u></b>				
3.0.12	50mm thick concrete blinding under strip footing, lift and column bases(class 15)	CM	9		
	<b><u>Vibrated reinforced concrete class 25/25 in:-</u></b>				
3.0.13	Strip foundation	CM	16		
3.0.14	Column bases	CM	52		
3.0.15	Lift shaft base	CM	6		
3.0.16	Column starters	CM	2		
3.0.17	Ground beam	CM	9		
3.0.18	150mm thick floor slab	SM	299		
3.0.19	200mm thick lift shaft	SM	12		
3.0.20	150mm thick ramp slab inclined at an angle not exceeding 15 degrees	SM	7		
	<b><u>Reinforcement</u></b>				
	<b><u>Ribbed Reinforcement Steel Bars to KS ISO 6935 - 2:2007 including cutting to length, bending, hoisting and fixing including all necessary tying wires and spacing blocks</u></b>				
3.0.21	Assorted reinforcement bars	KG	8545		
3.0.22	B.R.C Mesh reinforcement A142	SM	306		
	<b><u>Formwork as Described. Allow for setting to special steel propping, strutting, fillets, nails, etc to</u></b>				
3.0.23	Sides of strip footing	SM	50		
3.0.24	Sides of column base	SM	76		
3.0.25	Sides of the lift base	SM	9		
3.0.26	Sides of column starters	SM	17		
3.0.27	Sides of the ground beam	SM	89		
3.0.28	Sides of lift shaft	SM	21		

3.0.29	Edges of the surface bed 75- 150mm high	LM	73		
	<b>40 mm thick cement and sand (1:4) with "Sika-1" or other equal and approved integral waterproofing additive applied to manufacturer's printed instructions; to receive waterproofing</b>				
3.0.30	Wall surfaces	SM	21		
3.0.31	Bed slab areas	SM	16		
	<b>Total carried forward to collection</b>				
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE</b>	<b>A</b>
	<i>Brought forward from page BW/3</i>				
	<b><u>APP or any equal and approved to rendered surfaces obtained from approved supplier to applied in strict adherence to the manufacturer's printed instructions and with a 10 year minimum (absolute) guarantee to the client without any limitations as instructed by the Structural Engineer as described in:-:-</u></b>				
3.0.32	Rendered wall surfaces	SM	21		
3.0.33	Bed slab areas	SM	16		
	<b><u>FOUNDATION WALLING</u></b>				
3.0.34	200mm thick cut coral block wall bedded and jointed in cement, sand mortar mix (1:3) and reinforced every alternate course with hoop iron	SM	141		
3.0.35	200mm wide Hessian based bituminous felt damp proof course bedded in cement,sand mortar mix 1:3 including end taps	LM	147		
3.0.36	1000 gauge polythene sheet damp proof membrane including 300mm laps	SM	286		
	<b><u>Plinth Finish</u></b>				
3.0.37	<b>40 mm thick cement and sand (1:4) with approved integral waterproofing additive applied to manufacturer's printed instructions; to receive mazeras tiles</b>	SM	22		
	-				

3.0.38	225 x 75 mm chiseled mazeras stone cladding to designated areas as directed by the project manager	SM	22		
	<b><u>Paving Slabs</u></b>				
3.0.39	Excavate oversite average 200mm deep and cart away where directed	SM	86		
	-				
3.0.40	Excavate for foundation trenches not exceeding 1.5m deep from stripped level in coral	CM	39		
3.0.41	Plain concrete (1:3:6) in strip foundation	CM	6		
3.0.42	150mm thick coral block edge walling in cement sand (1:3) mortar	SM	29		
3.0.43	300mm thick approved hardcore well compacted in layers	SM	54		
	-				
3.0.44	Treat surface of hardcore filing with gladiator TC or other equal approved insecticide according to the manufacture instructions.	SM	54		
3.0.45	600 x 600 x 50mm precast concrete (1:2:4) paving slabs pointed in cement sand (1:3) mortar and laid on 50 mm approved on sand	SM	86		
	<b>TOTAL FOR SUBSTRUCTURE CARRIED TO SUMMARY</b>				
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE</b>	<b>A</b>
	-				
	<b><u>GROUND FLOOR</u></b>				
	-				
	<b><u>ELEMENT 1.2: REINFORCED CONCRETE SUPERSTRUCTURE</u></b>				
	-				
	<b><u>Vibrated reinforced concrete class 25/25 in:-</u></b>				
3.0.46	Beams	CM	13		
3.0.47	Columns	CM	4		
3.0.48	Staircase	CM	5		

	Ditto in:-				
3.0.49	200mm thick lift shaft	SM	26		
3.0.50	150mm thick suspended floor slab	SM	262		
3.0.51	150mm thick suspended window canopy	SM	58		
	Reinforcement				
	-				
	Ribbed Reinforcement Steel Bars to KS ISO 6935 - 2:2007 including cutting to length, bending, hoisting and fixing including all necessary tying wires and spacing blocks				
	-				
3.0.52	Assorted reinforcement bars	KG	8820		
	-				
	TOTAL FOR CARRIED TO COLLECTION				
ITEM	DESCRIPTION	UNIT	QTY	RATE	A
	Brought forward from page BW/5				



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	-				
	<b>TOTAL FOR WALLING CARRIED TO SUMMARY</b>				
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE</b>	<b>A</b>
	<b><u>ELEMENT 1.4: DOORS</u></b>				
	-				
	<b><u>Frameless Glassdoors</u></b>				
3.0.69	10mm thick toughened frameless glass manual sliding/ openable double door; overall size 1800 x 3000 mm high in 2 No. active leaves each of size 900 x 2400 mm high and 2 No. fixed light 900 x 300 mm high complete with and including soft closing hinges, locks, catches, automatic door closer, oval satin door stopper, 500 mm long stainless steel pull handles, stainless steel push/pull plate, accessories, opening mechanism and any other necessary ironmongery all as "ASSA ABLOY" or equal and approved to Engineer's details and approval	NO.	1		
	-				
3.0.71	Ditto size 900mm x 2100mm	NO.	5		
	<i>Supply, assemble and fix the following purpose made powder coated aluminium framed door to B.S 3987, 1984 to Booth Standard extruded profiles complete 2 layers of 4mm thick alucobond with a complete set of UNION or any equal and approved ironmongery comprising of indicator bolts, hat and coat hooks, door stops, toilet roll holders, guardsman pull handle XL003820 and rubber buffers. All exposed aluminium section are to be powder coated. (Ref Architects Detailing)</i>				
3.0.72	Overall size 1000mm x 2100mm (Double Swing)	NO.	2		
3.0.73	Overall size 1000mm x 2100mm	NO.	2		
3.0.74	Overall size 900mm x 2100mm	NO.	5		
	-				

3.0.75	Overall size 600mm x 2100mm in 2 No. active leaves each of size 300 x 2100 mm (louvered duct door)	NO.	1		
	-				
	<b>FIRE DOOR</b>				
	<b>120 minutes Fire door as " ASTURMADI" or other equal and approved; with fireproof frames, vision panel and hardware; frames and leaf made of 1.5mm thick G.I Steel in filled with rockwool and gypsum powder and finished in polyester powder coating including fixing all necessary fireproof ironmongery; all in accordance to manufacturers printed instructions and Engineers approval.</b>				
3.0.76	Overall size 900mm x 2100mm	NO.	1		
	<b>Total for doors carried to summary</b>				
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE</b>	<b>A</b>
	<b><u>ELEMENT 1.5: WINDOWS</u></b>				
	-				
	<b><u>Supply, assemble and fix the following purpose made powder coated aluminium framed sliding windows to B.S 3987, 1984 to Booth Standard extruded profiles from approved manufacturer(s) complete with mullions, transoms, railing and necessary intermediate reinforcement elements including all weather strips, rubber glazing strips, couplings, sliding rails bars; panes fixed with 5mm thick one way glass fixed with beadings.</u></b>				
3.0.76	Size 1100 x 1500 mm	NO.	32		
	<b><u>Fabricate, supply and fix mild steel grill; constructed with 25 x 25 x 3mm RHS vertical framing; infilled with 12 mm diameter solid bars at 150 mm center in both directions to form diamond shape; fixed with lugs built into concrete or stone walls: all primed with red oxide .(Refer to architect's detail)</u></b>				
3.0.77	Burglar proofing grill	SM	53		
	<b><u>Prepare and apply three coats of premium quality gloss oil paint to:</u></b>				

3.0.78	Burglar proofing grilles; internally/externally	SM	106		
3.0.79	Approved 600 x 275 x 175mm precast concrete window cill bedded and jointed in cement (sand (1:3) mortar	LM	35		
	<b>Total for widows carried to summary</b>				
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE</b>	<b>A</b>
	<b><u>ELEMENT 1.6: FINISHES</u></b>				
	-				
	<b><u>Wall Finish</u></b>				
3.0.80	15mm cement and sand (1:4) render wood float on external walling, columns and beams.	SM	203		
3.0.81	Prepare and apply one undercoat and two coats of first quality long lasting, textured paint to rendered surfaces externally	SM	203		
3.0.82	15mm cement and sand (1:4) plaster trowelled smooth and comprising 12mm thick backing and 3mm finishing coat to internal walls.	SM	342		
3.0.83	Prepare surface, skim to approval and apply one undercoat and two finishing coats of first quality vinyl emulsion paint to plastered surfaces	SM	342		

3.0.84	12 mm thick cement and sand (1:3) paving prepared to receive ceramic tiles	SM	108		
3.0.85	Supply and fix 6mm thick Twyford ceramic wall tiles or any other equal and approved on prepared backing (m.s) including grouting and edge protectors where required; overall size 200mm x 300mm.	SM	108		
	<b><u>Floor Finish</u></b>				
3.0.86	32 mm thick cement and sand screed (1:3) paving prepared to receive ceramic tiles	SM	260		
	-				
3.0.87	Supply and fix approved 8mm thick Twyford or any equal and approved ceramic floor tiles on prepared backing (m.s) including grouting and edge protectors where required.	SM	231		
3.0.88	Ditto non-slip tiles; overall size 300mm x 300mm.	SM	30		
3.0.89	Ditto 100mm high skirting	LM	101		
	-				
	<b>Total Carried to collection</b>				

### BILL NO 3; BUILDERS WORKS

ITEM	DESCRIPTION	UNIT	QTY	RATE
	<b><u>ADMINISTRATION BUILDING</u></b>			
	-			
	<b><u>ELEMENT 1.0: DEMOLITIONS</u></b>			
	-			

3.0. 1	<p><u>An inventory of materials salvaged by the contractor is to be kept. All materials remain property of the client and are to be handed over to him. Should the client permit it the contractor can make application to either purchase the material and pay in cash or to make an allowance for credit at the end of demolitions and alterations sections of this bill.</u></p> <p>-</p> <p><u>Demolitions shall be carefully carried out to secure the specified. Demolition shall include making good any surfaces disturbed and removing all debris from site.</u></p> <p>-</p> <p>Carefully demolish existing structure overall size 20 x 11.8m complete with the substructure elements; including salvaging of all reusable materials to be handed over to the client and carting away arising debris</p> <p>-</p> <p>-</p>	ITEM		
	Total carried to collection			
ITEM	DESCRIPTION	UNIT	QTY	RATE
	<p><u>ADMINISTRATION BUILDING</u></p> <p>-</p> <p><u>ELEMENT 1.1: SUBSTRUCTURES(All Provisional)</u></p> <p>-</p>			

	<b><u>SITE PREPARATION</u></b>			
	<b><u>Excavations</u></b>			
3.0. 2	- Clear site of all bushes, tufts and any small or large trees, including grubbing out roots and burn on site where directed	SM	32 3	
3.0. 3	Excavate oversite to remove existing concrete floor slab 200mm average depth, loads, wheel and deposit where directed on site and level	SM	32 3	
3.0. 4	Excavate for foundation trenches not exceeding 1.5M deep from stripped level in demolished substructure	C M	95	
3.0. 5	Ditto; for columns	C M	15 6	
3.0. 6	Ditto; for lift shaft	C M	23	
	<b><u>Disposal</u></b>			
3.0. 7	Return, fill and ram extra excavation materials around foundation	C M	12 8	
3.0. 8	Cart away surplus excavated materials	C M	12 3	
	<b><u>Filling</u></b>			
3.0. 9	Average 300mm thick hardcore bed well watered leveled and compacted	C M	81	
3.0. 10	50mm thick murram blinding	SM	27 1	
3.0. 11	- Treat surface of hardcore filing with gladiator TC or other equal approved insecticide according to the manufacture instructions.	SM	27 1	
	<b>Total carried forward to collection</b>			
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE</b>



<i>Brought forward from page BW/2</i>			
<b><u>CONCRETE WORKS</u></b>			
<b><u>Mass Concrete</u></b>			
3.0. 12	50mm thick concrete blinding under strip footing, lift and column bases(class 15)	C M	9
<b><u>Vibrated reinforced concrete class 25/25 in:-</u></b>			
3.0. 13	Strip foundation	C M	16
3.0. 14	Column bases	C M	52
3.0. 15	Lift shaft base	C M	6
3.0. 16	Column starters	C M	2
3.0. 17	Ground beam	C M	9
3.0. 18	150mm thick floor slab	SM	29 9
3.0. 19	200mm thick lift shaft	SM	12
3.0. 20	150mm thick ramp slab inclined at an angle not exceeding 15 degrees	SM	7
<b><u>Reinforcement</u></b>			
<b><u>Ribbed Reinforcement Steel Bars to KS ISO 6935 - 2:2007 including cutting to length, bending, hoisting and fixing including all necessary tying wires and spacing blocks</u></b>			
3.0. 21	Assorted reinforcement bars	KG	85 45
3.0. 22	B.R.C Mesh reinforcement A142	SM	30 6

	<b><u>Formwork as Described. Allow for setting to special steel propping, strutting, fillets, nails, etc to</u></b>			
3.0. 23	Sides of strip footing	SM	50	
3.0. 24	Sides of column base	SM	76	
3.0. 25	Sides of the lift base	SM	9	
3.0. 26	Sides of column starters	SM	17	
3.0. 27	Sides of the ground beam	SM	89	
3.0. 28	Sides of lift shaft	SM	21	
3.0. 29	Edges of the surface bed 75- 150mm high	LM	73	
	<b>40 mm thick cement and sand (1:4) with "Sika-1" or other equal and approved integral waterproofing additive applied to manufacturer's printed instructions; to receive waterproofing</b>			
3.0. 30	Wall surfaces	SM	21	
3.0. 31	Bed slab areas	SM	16	
	<b>Total carried forward to collection</b>			
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE</b>
	<i>Brought forward from page BW/3</i>			
	<b><u>APP or any equal and approved to rendered surfaces obtained from approved supplier to applied in strict adherence to the manufacturer's printed instructions and with a 10 year minimum (absolute) guarantee to the client without any limitations as instructed by the Structural Engineer as described in:-:-</u></b>			
3.0. 32	Rendered wall surfaces	SM	21	

3.0. 33	Bed slab areas	SM	16
<b><u>FOUNDATION WALLING</u></b>			
3.0. 34	200mm thick cut coral block wall bedded and jointed in cement, sand mortar mix (1:3) and reinforced every alternate course with hoop iron	SM	14 1
3.0. 35	200mm wide Hessian based bituminous felt damp proof course bedded in cement,sand mortar mix 1:3 including end taps	LM	14 7
3.0. 36	1000 gauge polythene sheet damp proof membrane inlcuding 300mm laps	SM	28 6
<b><u>Plinth Finish</u></b>			
3.0. 37	40 mm thick cement and sand (1:4) with approved integral waterproofing additive applied to manufacturer's printed instructions; to receive mazeras tiles	SM	22
3.0. 38	- 225 x 75 mm chiseled mazeras stone cladding to designated areas as directed by the project manager	SM	22
<b><u>Paving Slabs</u></b>			
3.0. 39	Excavate oversite average 200mm deep and cart away where directed	SM	86
3.0. 40	- Excavate for foundation trenches not exceeding 1.5m deep from stripped level in coral	C M	39
3.0. 41	Plain concrete (1:3:6) in strip foundation	C M	6
3.0. 42	150mm thick coral block edge walling in cement sand (1:3) mortar	SM	29
3.0. 43	300mm thick approved hardcore well compacted in layers	SM	54
3.0. 44	- Treat surface of hardcore filing with gladiator TC or other equal approved insecticide according to the manufacture instructions.	SM	54

3.0. 45	600 x 600 x 50mm precast concrete (1:2:4) paving slabs pointed in cement sand (1:3) mortar and laid on 50 mm approved on sand	SM	86	
	<b>TOTAL FOR SUBSTRUCTURE CARRIED TO SUMMARY</b>			
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE</b>
	- <b><u>GROUND FLOOR</u></b>			
	- <b><u>ELEMENT 1.2: REINFORCED CONCRETE SUPERSTRUCTURE</u></b>			
	- <b><u>Vibrated reinforced concrete class 25/25 in:-</u></b>			
3.0. 46	Beams	CM	13	
3.0. 47	Columns	CM	4	
3.0. 48	Staircase	CM	5	
	<b><u>Ditto in:-</u></b>			
3.0. 49	200mm thick lift shaft	SM	26	
3.0. 50	150mm thick suspended floor slab	SM	26 2	
3.0. 51	150mm thick suspended window canopy	SM	58	
	<b><u>Reinforcement</u></b>			
	- <b><u>Ribbed Reinforcement Steel Bars to KS ISO 6935 - 2:2007 including cutting to length, bending, hoisting and fixing including all necessary tying wires and spacing blocks</u></b>			
	-			

3.0. 52	Assorted reinforcement bars  -	KG	88 20
TOTAL FOR CARRIED TO COLLECTION			
ITEM	DESCRIPTION	UNIT	QTY
	<i>Brought forward from page BW/5</i>		
	<u>Formwork as Described. Allow for setting to special steel propping, strutting, fillets, nails, etc to</u>		
	-		
3.0. 53	Soffits of floor slab not exceeding 3.00m high	SM	26 2
3.0. 54	Vertical sides of columns	SM	52
3.0. 55	Sides and soffits of beams	SM	16 0

3.0. 56	Sloping soffits of staircase	SM	10
3.0. 57	Soffits of staircase landing	SM	16
3.0. 58	Vertical sides of lift shaft	SM	51
3.0. 59	Sides and soffits of window canopy	SM	58
	<u>Ditto to edges of:-</u>		
3.0. 60	- Suspended floor slab 75mm but not exceeding 150mm high	LM	83
3.0. 61	Ditto staircase rises	LM	35
3.0. 62	Ditto staircase waist	LM	13
	-		
	-		

	<b>TOTAL FOR SUPERSTRUCTURES CARRIED TO SUMMARY</b>			
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE</b>
	<b><u>ELEMENT 1.3: WALLING</u></b>			
	-			
	<b><u>Machine cut coral block walling bedded and jointed in cement and sand mortar 1:4; including 20swg x 25mm wide hoop iron in every alternate course</u></b>			
	-			
3.0. 63	200mm thick external walling	SM	11 8	
3.0. 64	200 mm internal walling	SM	97	
3.0. 65	200mm thick pier walling	SM	73	
	<b>Precast concrete solid blocks bedded and jointed in cement and sand mortar (1:3)</b>			
3.0. 66	100mm internal walling	SM	13	
	<b>Precast Concrete Louvre Blocks</b>			
3.0. 67	200mm louvre block walling	SM	7	
	<b>Partition</b>			
3.0. 68	10mm thick toughened frameless glass complete with heavy duty, powder coated 100 x50 x3mm top , bottom and vertical rails, 25 x 25 mm aluminium glazing beads and 20mm rubber glazing strips	SM	10 1	

	-			
	<b>TOTAL FOR WALLING CARRIED TO SUMMARY</b>			
ITEM	DESCRIPTION	UNIT	QTY	RATE
	<b><u>ELEMENT 1.4: DOORS</u></b>			
	-			
	<b><u>Frameless Glassdoors</u></b>			
3.0. 69	10mm thick toughened frameless glass manual sliding/ openable double door; overall size 1800 x 3000 mm high in 2 No. active leaves each of size 900 x 2400 mm high and 2 No. fixed light 900 x 300 mm high complete with and including soft closing hinges, locks, catches, automatic door closer, oval satin door stopper, 500 mm long stainless steel pull handles, stainless steel push/pull plate, accessories, opening mechanism and any other necessary ironmongery all as "ASSA ABLOY" or equal and approved to Engineer's details and approval	N O.	1	
3.0. 71	- Ditto size 900mm x 2100mm	N O.	5	
	<i>Supply, assemble and fix the following purpose made powder coated aluminium framed door to B.S 3987, 1984 to Booth Standard extruded profiles complete 2 layers of 4mm thick alucobond with a complete set of UNION or any equal and approved ironmongery comprising of indicator bolts, hat and coat hooks, door stops, toilet roll holders, guardsman pull handle XL003820 and rubber buffers. All exposed aluminium section are to be powder coated. (Ref Architects Detailing)</i>			
3.0. 72	Overall size 1000mm x 2100mm (Double Swing)	N O.	2	



3.0. 73	Overall size 1000mm x 2100mm	N O.	2	
3.0. 74	Overall size 900mm x 2100mm	N O.	5	
3.0. 75	- Overall size 600mm x 2100mm in 2 No. active leaves each of size 300 x 2100 mm (louvered duct door)  - <b>FIRE DOOR</b>  120 minutes Fire door as " ASTURMADI" or other equal and approved; with fireproof frames, vision panel and hardware; frames and leaf made of 1.5mm thick G.I Steel in filled with rockwool and gypsum powder and finished in polyester powder coating including fixing all necessary fireproof ironmongery; all in accordance to manufacturers printed instructions and Engineers approval.	N O.	1	
3.0. 76	Overall size 900mm x 2100mm	N O.	1	
	Total for doors carried to summary			
ITEM	DESCRIPTION	UNIT	QTY	RATE
	<u>ELEMENT 1.5: WINDOWS</u>  -  <u>Supply, assemble and fix the following purpose made powder coated aluminium framed sliding windows to B.S 3987, 1984 to Booth Standard extruded profiles from approved manufacturer(s) complete with mullions, transomes, railing and necessary intermediate reinforcement elements including all weather strips, rubber glazing strips,couplings, sliding rails bars; panes fixed with 5mm thick one way glass fixed with beadings.</u>			
3.0. 76	Size 1100 x 1500 mm	N O.	32	

3.0. 77	<p><u>Fabricate, supply and fix mild steel grill; constructed with 25 x 25 x 3mm RHS vertical framing; infilled with 12 mm diameter solid bars at 150 mm center in both directions to form diamond shape; fixed with lugs built into concrete or stone walls: all primed with red oxide .(Refer to architect's detail)</u></p> <p>Burglar proofing grill</p>	SM	53	
3.0. 78	<p><u>Prepare and apply three coats of premium quality gloss oil paint to:</u></p> <p>Burglar proofing grilles; internally/externally</p>	SM	10 6	
3.0. 79	<p>Approved 600 x 275 x 175mm precast concrete window cill bedded and jointed in cement (sand (1:3) mortar</p>	LM	35	
	Total for widows carried to summary			
ITEM	DESCRIPTION	UNIT	QTY	RATE
	<p><u>ELEMENT 1.6: FINISHES</u></p> <p>-</p> <p><u>Wall Finish</u></p>			

3.0. 80	15mm cement and sand (1:4) render wood float on external walling, columns and beams.	SM	20 3
3.0. 81	Prepare and apply one undercoat and two coats of first quality long lasting, textured paint to rendered surfaces externally	SM	20 3
3.0. 82	15mm cement and sand (1:4) plaster trowelled smooth and comprising 12mm thick backing and 3mm finishing coat to internal walls.	SM	34 2
3.0. 83	Prepare surface, skim to approval and apply one undercoat and two finishing coats of first quality vinyl emulsion paint to plastered surfaces	SM	34 2
3.0. 84	12 mm thick cement and sand (1:3) paving prepared to receive ceramic tiles	SM	10 8
3.0. 85	Supply and fix 6mm thick Twyford ceramic wall tiles or any other equal and approved on prepared backing (m.s) including grouting and edge protectors where required; overall size 200mm x 300mm.	SM	10 8
	<b><u>Floor Finish</u></b>		
3.0. 86	32 mm thick cement and sand screed (1:3) paving prepared to receive ceramic tiles	SM	26 0
3.0. 87	- Supply and fix approved 8mm thick Twyford or any equal and approved ceramic floor tiles on prepared backing (m.s) including grouting and edge protectors where required.	SM	23 1
3.0. 88	Ditto non-slip tiles; overall size 300mm x 300mm.	SM	30
3.0. 89	Ditto 100mm high skirting	LM	10 1
	-		

	Total Carried to collection			
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Item	Description	Unit	Qty	Rate	Amount
	<b><i>Brought forward from page BW/12</i></b>				-
	<b><u>Ceiling Finish</u></b>				
3.0.90	15mm cement and sand (1:4) plaster trowelled smooth and comprising 12mm thick backing and 3mm finishing coat to suspended concrete slab and staircase soffites	SM	350		
3.0.91	Prepare surface, skim to approval with Altek or any other equal and approved and apply one undercoat and two finishing coats of first quality silk vinyl emulsion paint to plastered surfaces	SM	350		
3.0.92	Supply and fix 12 mm thick Gypsum board to wall complete with galvanised steel sections, including sealing joints with approved fibre tapes and approved filler.	SM	37		
3.0.93	Ditto 100mm approved decorative fibre cornice	SM	20		
3.0.94	Prepare surface, skim to approval with Altek or any other equal and approved , apply one undercoat and two coats of approved matt vinly emulsion paint	SM	37		
	<b><u>STAIRCASE FINISHES</u></b>				
	<b><u>BALUSTRADE</u></b>				
3.0.95	Fabricate, deliver and fix 1000mm high stainless steel balustrading comprising of 50mm dia x 3mm thick hollow handrail, cast into wall at approximately 1500mm centres as per the structural engineers details,finished to the match the architects approval	LM	15		
	<b><u>Staircase Floor Tiles</u></b>				
3.0.96	300 mm wide x 8 mm thick treads with anti-slip grooves	SM	14		
	<b><u>FLAT ROOF FINISHES</u></b>				
3.0.97	50 mm cement sand 1:3 water proof screed to flat roof slab laid to fall and crossfalls	SM	58		
3.0.98	Providing and applying two coats of Acrylic Cementitious waterproofing coating @ 0.6 - 0.7 m <sup>2</sup> /kg in two coats to achieve minimum thickness of 1 mm and sprinkling of sand on the second coat to provide key for further plastering / rendering. The coating shall be applied to a minimum height of 300mm over the walls. The system includes base preparation of cleaning, brushing and removal of flacky materials, grouting the porous area with cementitious grout, proper coving between slab and wall junctions.	SM	58		
	<b>TOTAL FOR FINISHES CARRIED TO SUMMARY</b>				-

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b><u>ELEMENT 1.7: FIXTURES AND FITTINGS</u></b>				
3.0.99	<b><u>Reception Worktop</u></b> 75 mm thick in-situ concrete worktop size 5450 mm (average) x 600 mm deep on plan, reinforced with BRC Ref. A142, necessary formwork, 100 mm thick concrete plinth, chasing into wall for anchoring, dwarf wall, formwork, with top finished with granite	ITEM			
3.0.100	<b><u>Lactating Room Worktop</u></b> 75 mm thick in-situ concrete worktop size 2800 mm (average) x 600 mm deep on plan, reinforced with BRC Ref. A142, necessary formwork, 100 mm thick concrete plinth, chasing into wall for anchoring, dwarf wall, boxing to form opening for sink the top finished tiles	ITEM			
3.0.101	<b><u>Washroom Worktop</u></b> Ditto 2 No. 75 mm thick in-situ concrete worktop size 1600 mm (average) x 600 mm deep ditto	ITEM			
3.0.102	<b><u>In built cupboard</u></b> Built-in wardrobe size 1200 x 600 x 2400 mm high on plan consisting of 100 mm thick concrete plinth, 75mm concrete 3No. shelves and 10mm frameless glass shutters including all necessary iron mongery and painting	ITEM			
3.0.103	Allow a provisional sum of Kenya Shillings Two Million, Five Hundred Thousand (KSHs. 2,500,000) only for supervision, travel, stationery, airtime and lunch for County Project Management team attendance to be expended in whole or part as directed by the Engineer.	ITEM			
	<b>ELEMENT No. 1.7 CARRIED TO SUMMARY <u>FIXTURES &amp; FITTINGS</u></b>			Ksh.	-
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT

1	<b><u>GROUND FLOOR BUILDERS WORK SUMMARY</u></b>				
1.1	DEMOLITIONS - BROUGHT FORWARD FROM 1/3				
1.2	SUBSTRUCTURE - BROUGHT FORWARD FROM 1/3				
1.3	SUPERSTRUCTURE - BROUGHT FORWARD FROM 1/5				
1.4	WALLING - BROUGHT FORWARD FROM 1/6				
1.5	DOORS - BROUGHT FORWARD FROM 1 /8				
1.6	WINDOWS - BROUGHT FORWARD FROM 1 /9				
1.7	FINISHES - BROUGHT FORWARD FROM 1/11				
	JOINERY FITTINGS - BROUGHT FORWARD FROM 1/12				
	<b>TOTAL FOR GROUND FLOOR CARRIED TO MAIN SUMMARY</b>				-
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE</b>	<b>AMOUNT</b>
	<b><u>FIRST FLOOR</u></b>				
	<b><u>ELEMENT 2.1: REINFORCED CONCRETE</u></b>				
	<b><u>SUPERSTRUCTURE</u></b>				
	<b><u>Vibrated reinforced concrete class 25/25 in:-</u></b>				
3.1.01	Beams	CM	14		
3.1.02	Columns	CM	4		
3.1.03	Staircase	CM	5		
	<b><u>Ditto in:-</u></b>				
3.1.04	200mm thick lift shaft	SM	26		
3.1.05	150mm thick suspended floor slab	SM	262		
3.1.06	150mm thick suspended window canopy	SM	58		
	<b><u>Reinforcement</u></b>				
	<b>Ribbed Reinforcement Steel Bars to KS ISO 6935 - 2:2007 including cutting to length, bending, hoisting and fixing including all necessary tying wires and spacing blocks</b>				
3.1.07	Assorted reinforcement bars	KG	8820		
	<b>TOTAL FOR CARRIED TO COLLECTION</b>				-
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE</b>	<b>AMOUNT</b>

	<b><i>Brought forward from page BW/14</i></b>				-
	<b><u>Formwork as Described. Allow for setting to special steel proping, strutting, fillets, nails, etc to</u></b>				
3.1.08	Soffits of floor slab not exceeding 3.00m high	SM	262		
3.1.09	Vertical sides of columns	SM	52		
3.1.10	Sides and soffits of beams	SM	160		
3.1.11	Sloping soffits of staircase	SM	10		
3.1.12	Soffits of staircase landing	SM	16		
3.1.13	Vertical sides of lift shaft	SM	51		
3.1.14	Sides and soffits of window canopy	SM	58		
	<b><u>Ditto to edges of:-</u></b>				
3.1.15	Suspended floor slab 75mm but not exceeding 150mm high	LM	83		
3.1.16	Ditto staircase rises	LM	35		
3.1.17	Ditto staircase waist	LM	13		
	<b>TOTAL FOR SUPERSTRUCTURES CARRIED TO SUMMARY</b>				-
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE</b>	<b>AMOUNT</b>
	<b><u>ELEMENT 2.2: WALLING</u></b>				
	<b><u>Machine cut coral block walling bedded and jointed in cement and sand mortar 1:4; including 20swg x 25mm wide hoop iron in every alternate course</u></b>				
3.1.18	200mm thick external walling	SM	118		
3.1.19	200 mm internal walling	SM	98		
3.1.20	200mm thick pier walling	SM	73		
	<b><u>Precast concrete solid blocks bedded and jointed in cement and sand mortar (1:3)</u></b>				
3.1.21	100mm internal walling	SM	13		
	<b><u>Precast Concrete Louvre Blocks</u></b>				
3.1.22	200mm louvre block walling	SM	7		
	<b><u>Partition</u></b>				
3.1.23	10mm thick toughened frameless glass complete with heavy duty, powder coated 100 x50 x3mm top , bottom and vertical rails, 25 x 25 mm aluminium glazing beads and 20mm rubber glazing strips	SM	133		
	<b>TOTAL FOR WALLING CARRIED TO SUMMARY</b>				-
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE</b>	<b>AMOUNT</b>
	<b><u>ELEMENT 2.3: DOORS</u></b>				



	10mm thick toughened frameless glass manual sliding/ openable double door; complete with and including soft closing hinges, locks, catches, automatic door closer, oval satin door stopper, 500 mm long stainless steel pull handles, stainless steel push/pull plate, accessories, opening mechanism and any other necessary ironmongery all as "ASSA ABLOY" or equal and approved to Engineer's details and approval				
3.1.24	Overall size 900mm x 2100mm <i>Supply, assemble and fix the following purpose made powder coated aluminium framed door to B.S 3987, 1984 to Booth Standard extruded profiles complete 2 layers of 4mm thick alucobond with a complete set of UNION or any equal and approved ironmongery comprising of indicator bolts, hat and coat hooks, door stops, toilet roll holders, guardsman pull handle XL003820 and rubber buffers. All exposed aluminium section are to be powder coated. (Ref Architects Detailing)</i>	NO.	7		
3.1.25	Overall size 1000mm x 2100mm (Double Swing)	NO.	4		
3.1.26	Overall size 1000mm x 2100mm	NO.	4		
3.1.27	Overall size 900mm x 2100mm	NO.	5		
3.1.28	Overall size 600mm x 2100mm in 2 No. active leaves each of size 300 x 2100 mm (louvered duct door) <b>FIRE DOOR</b> 120 minutes Fire door as "ASTURMADI" or other equal and approved; with fireproof frames, vision panel and hardware; frames and leaf made of 1.5mm thick G.I Steel in filled with rockwool and gypsum powder and finished in polyester powder coating including fixing all necessary fireproof ironmongery; all in accordance to manufacturers printed instructions and Engineers approval.	NO.	1		
3.1.29	Overall size 900mm x 2100mm	NO.	1		
	<b>Total for doors carried to summary</b>				-

Item	Description	Unit	Qty	Rate	Amount
	<p><b>ELEMENT 2.4: WINDOWS</b></p> <p>- Supply, assemble and fix the following purpose made powder coated aluminium framed sliding windows to B.S 3987, 1984 to Booth Standard extruded profiles from approved manufacturer(s) complete with mullions, transomes, railing and necessary intermediate reinforcement elements including all weather strips, rubber glazing strips,couplings, sliding rails bars; panes fixed with 5mm thick one way glass fixed with beadings.</p>				
3.1.3 0	Size 1100 x 1500 mm	NO.	32		
	<p>Fabricate, supply and fix mild steel grill; constructed with 25 x 25 x 3mm RHS vertical framing; infilled with 12 mm diameter solid bars at 150 mm center in both directions to form diamond shape; fixed with lugs built into concrete or stone walls: all primed with red oxide .(Refer to architect's detail)</p>				
3.1.3 1	Burglar proofing grill	SM	53		
	Prepare and apply three coats of premium quality gloss oil paint to:				
3.1.3 2	Burglar proofing grilles; internally/externally	SM	106		
3.1.3 3	Approved 600 x 275 x 175mm precast concrete window cill bedded and jointed in cement (sand (1:3) mortar	LM	35		
	-				
	-				
	Total for widows carried to summary				

Item	Description	Unit	Qty	Rate	Amount
	<b><u>ELEMENT 2.5: FINISHES</u></b>				
	<b><u>Wall Finish</u></b>				
3.1.3 4	15mm cement and sand (1:4) render wood float on external walling, columns and beams.	SM	215		
3.1.3 5	Prepare and apply one undercoat and two coats of first quality long lasting, textured paint to rendered surfaces externally	SM	215		
3.1.3 6	15mm cement and sand (1:4) plaster trowelled smooth and comprising 12mm thick backing and 3mm finishing coat to internal walls.	SM	358		
3.1.3 7	Prepare surface, skim to approval with Altek or any other equal and approved and apply one undercoat and two finishing coats of first quality vinyl emulsion paint to plastered surfaces	SM	358		
3.1.3 8	12 mm thick cement and sand (1:3) paving prepared to receive ceramic tiles	SM	108		
3.1.3 9	Supply and fix 6mm thick twyford or any other equal and approved ceramic wall tiles on prepared backing (m.s) including grouting and edge protectors where required; overall size 200mm x 300mm.	SM	108		
	<b><u>Floor Finish</u></b>				
3.1.4 0	32 mm thick cement and sand screed (1:3) paving prepared to receive ceramic tiles	SM	228		
3.1.4 1	- Supply and fix approved 8mm thick Twyford or any equal and approved ceramic floor tiles on prepared backing (m.s) including grouting and edge protectors where required.	SM	199		
3.1.4 2	Ditto non-slip tiles; overall size 300mm x 300mm.	SM	30		
3.1.4 3	Ditto 100mm high skirting	LM	90		
	-				
	-				
	<b>Total Carried to collection</b>				

Item	Description	Unit	Qty	Rate	Amount
	<i>Brought forward from page BW/12</i>				
	<b><u>Ceiling Finish</u></b>				
3.1.4 4	15mm cement and sand (1:4) plaster trowelled smooth and comprising 12mm thick backing and 3mm finishing coat to suspended concrete slab and staircase soffites	SM	286		
3.1.4 5	Prepare surface, skim to approval with Altek or any other equal and approved and apply one undercoat and two finishing coats of first quality silk vinyl emulsion paint to plastered surfaces	SM	286		
	<b><u>STAIRCASE FINISHES</u></b>				
	<b><u>BALUSTRADE</u></b>				
3.1.4 6	Fabricate, deliver and fix 1000mm high stainless steel balustrading comprising of 50mm dia x 3mm thick hollow handrail, cast into wall at approximately 1500mm centres as per the structural engineers details, finished to the match the architects approval	LM	15		
	<b><u>Staircase Floor Tiles</u></b>				
3.1.4 7	300 mm wide x 8 mm thick treads with anti-slip grooves	SM	14		
	<b>TOTAL FOR FINISHES CARRIED TO SUMMARY</b>				

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Item	Description	Unit	Qty	Rate	Amount
	FIRST FLOOR BUILDERS WORK SUMMARY				
2.1	SUPERSTRUCTURE - BROUGHT FORWARD FROM 1/15				
2.2	WALLING - BROUGHT FORWARD FROM 1/16				
2.3	DOORS - BROUGHT FORWARD FROM 1 /17				
2.4	WINDOWS - BROUGHT FORWARD FROM 1 /18				
2.5	FINISHES - BROUGHT FORWARD FROM 1/20				
2.6	JOINERY FITTINGS - BROUGHT FORWARD FROM 1/21				
	TOTAL FOR FIRST FLOOR CARRIED TO MAIN SUMMARY				
-	SECOND FLOOR				

Item	Description	Unit	Qty	Rate	Amount
	<b><u>ELEMENT 3.1: REINFORCED CONCRETE SUPERSTRUCTURE</u></b>				
	<b><u>Vibrated reinforced concrete class 25/20 in:-</u></b>				
3.2.0 1	Beams	CM	14		
3.2.0 2	Columns	CM	4		
3.2.0 3	Staircase	CM	5		
	<b><u>Ditto in:-</u></b>				
3.2.0 4	200mm thick lift shaft	SM	26		
3.2.0 5	150mm thick suspended floor slab	SM	262		
3.2.0 6	150mm thick suspended window canopy	SM	58		
	<b><u>Reinforcement</u></b>				
	<b>Ribbed Reinforcement Steel Bars to KS ISO 6935 - 2:2007 including cutting to length, bending, hoisting and fixing including all necessary tying wires and spacing blocks</b>				
3.2.0 7	- Assorted reinforcement bars	KG	882 0		
	<b>TOTAL FOR CARRIED TO COLLECTION</b>				

Item	Description	Unit	Qty	Rate	Amount
	<i>Brought forward from page BW/23</i>				
	<b><u>Formwork as Described. Allow for setting to special steel propping, strutting, fillets, nails, etc to</u></b>				
	-				
3.2.0 8	Soffits of floor slab not exceeding 3.00m high	SM	262		
3.2.0 9	Vertical sides of columns	SM	52		
3.2.1 0	Sides and soffits of beams	SM	160		
3.2.1 1	Sloping soffits of staircase	SM	10		
3.2.1 2	Soffits of staircase landing	SM	16		
3.2.1 3	Vertical sides of lift shaft	SM	51		
3.2.1 4	Sides and soffits of window canopy	SM	58		
	<b><u>Ditto to edges of:-</u></b>				
	-				
3.2.1 5	Suspended floor slab 75mm but not exceeding 150mm high	LM	83		
3.2.1 6	Ditto staircase rises	LM	35		
3.2.1 7	Ditto staircase waist	LM	13		
<b>TOTAL FOR SUPERSTRUCTURES CARRIED TO SUMMARY</b>					



Item	Description	Unit	Qty	Rate	Amount
	<b><u>ELEMENT 3.2: WALLING</u></b>				
	- <b><u>Machine cut coral block walling bedded and jointed in cement and sand mortar 1:4; including 20swg x 25mm wide hoop iron in every alternate course</u></b>				
3.2.1 8	- 200mm thick external walling	SM	118		
3.2.1 9	200 mm internal walling	SM	98		
3.2.2 0	200mm thick pier walling	SM	73		
	<b>Precast concrete solid blocks bedded and jointed in cement and sand mortar (1:3)</b>				
3.2.2 1	100mm internal walling	SM	13		
	<b>Precast Concrete Louvre Blocks</b>				
3.2.2 2	200mm louvre block walling	SM	7		
	<b>Partition</b>				
3.2.2 3	10mm thick toughened frameless glass complete with heavy duty, powder coated 100 x50 x3mm top , bottom and vertical rails, 25 x 25 mm aluminium glazing beads and 20mm rubber glazing strips	SM	133		
	<b>TOTAL FOR WALLING CARRIED TO SUMMARY</b>				

Item	Description	Unit	Qty	Rate	Amount
	<b><u>ELEMENT 3.3: DOORS</u></b>				
3.2.2 4	<p><i>- <u>8mm thick toughened frameless glass door; complete with all the support, locks, handles and all necessary ironmongery</u></i></p> <p>Overall size 900mm x 2100mm</p> <p><i>Supply, assemble and fix the following purpose made powder coated aluminium framed door to B.S 3987, 1984 to Booth Standard extruded profiles complete 2 layers of 4mm thick alucobond with a complete set of UNION ironmongery comprising of indicator bolts, hat and coat hooks, door stops, toilet roll holders, guardsman pull handle XL003820 and rubber buffers. All exposed aluminium section are to be powder coated. (Ref Architects Detailing)</i></p>	NO.	7		
3.2.2 5	Overall size 1200mm x 2100mm	NO.	1		
3.2.2 6	Overall size 900mm x 2100mm	NO.	8		
3.2.2 7	<p><b><u>Iron Mongery</u></b></p> <p>Heavy duty door closer hold on power 2/3 complete with cover</p>	NO	13		
3.2.2 8	Rubber door stop fixed to floor with rawl bolt	NO.	13		
3.2.2 9	<p>Touch up primer, prepare and apply two undercoats and one gloss finishing coat enamel paint to metalwork</p> <p>General surfaces</p>	SM	32		
	<b>Total for doors carried to summary</b>				

Item	Description	Unit	Qty	Rate	Amount
	<b>ELEMENT 3.4: WINDOWS</b>				
-	<u>Supply, assemble and fix the following purpose made powder coated aluminium framed sliding windows to B.S 3987, 1984 to Booth Standard extruded profiles from approved manufacturer(s) complete with mullions, transomes, railing and necessary intermediate reinforcement elements including all weather strips, rubber glazing strips,couplings, sliding rails bars; panes fixed with 5mm thick one way glass fixed with beadings.</u>				
3.2.3 0	Size 1100 x 1500 mm	NO.	32		
	<u>Fabricate, supply and fix mild steel grill; constructed with 25 x 25 x 3mm RHS vertical framing; infilled with 12 mm diameter solid bars at 150 mm center in both directions to form diamond shape; fixed with lugs built into concrete or stone walls: all primed with red oxide .(Refer to architect's detail)</u>				
3.2.3 1	Burglar proofing grill	SM	53		
	<u>Prepare and apply three coats of premium quality gloss oil paint to:</u>				
3.2.3 2	Burglar proofing grilles; internally/externally	SM	106		
3.2.3 3	Approved 600 x 275 x 175mm precast concrete window cill bedded and jointed in cement (sand (1:3) mortar	LM	35		
-					
-					
	<b>Total for widows carried to summary</b>				
	<b>ELEMENT 3.5: FINISHES</b>				

Item	Description	Unit	Qty	Rate	Amount
	-				
	<b><u>Wall Finish</u></b>				
3.2.3 4	15mm cement and sand (1:4) render wood float on external walling, columns and beams.	SM	215		
3.2.3 5	Prepare and apply one undercoat and two coats of first quality long lasting, textured paint to rendered surfaces externally	SM	215		
3.2.3 6	15mm cement and sand (1:4) plaster trowelled smooth and comprising 12mm thick backing and 3mm finishing coat to internal walls.	SM	358		
3.2.3 7	Prepare surface, skim to approval with Altek or any other equal and approved and apply one undercoat and two finishing coats of first quality vinyl emulsion paint to plastered surfaces	SM	358		
3.2.3 8	12 mm thick cement and sand (1:3) paving prepared to receive ceramic tiles	SM	108		
3.2.3 9	Supply and fix 6mm thick twyford or any other equal and approved ceramic wall tiles on prepared backing (m.s) including grouting and edge protectors where required; overall size 200mm x 300mm.	SM	108		
	<b><u>Floor Finish</u></b>				
3.2.4 0	32 mm thick cement and sand screed (1:3) paving prepared to receive ceramic tiles	SM	228		
3.2.4 1	- Supply and fix approved 8mm thick Twyford or any equal and approved ceramic floor tiles on prepared backing (m.s) including grouting and edge protectors where required.	SM	199		
3.2.4 2	Ditto non-slip tiles; overall size 300mm x 300mm.	SM	30		
3.2.4 3	Ditto 100mm high skirting	LM	90		
	-				
	<b>Total Carried to collection</b>				
	<i>Brought forward from page BW/28</i>				

Item	Description	Unit	Qty	Rate	Amount
3.2.4	<b><u>Ceiling Finish</u></b>				
4	15mm cement and sand (1:4) plaster trowelled smooth and comprising 12mm thick backing and 3mm finishing coat to suspended concrete slab and staircase soffites	SM	286		
3.2.4	Prepare surface, skim to approval with Altek or any other equal and approved and apply one undercoat and two finishing coats of first quality silk vinyl emulsion paint to plastered surfaces	SM	286		
	<b><u>STAIRCASE FINISHES</u></b>				
	<b><u>BALUSTRADE</u></b>				
3.2.4	Fabricate, deliver and fix 1000mm high stainless steel balustrading comprising of 50mm dia x 3mm thick hollow handrail, cast into wall at approximately 1500mm centres as per the structural engineers details, finished to the match the architects approval	LM	15		
6					
	<b><u>Staircase Floor Tiles</u></b>				
3.2.4	300 mm wide x 8 mm thick treads with anti-slip grooves	SM	14		
7					
<b>TOTAL FOR FINISHES CARRIED TO SUMMARY</b>					
<b><u>ELEMENT 3.6: FIXTURES AND FITTINGS</u></b>					

Item	Description	Unit	Qty	Rate	Amount
3.2.4	- <b><u>Kitchen Worktop</u></b> 75 mm thick in-situ concrete worktop size 2800 mm (average) x 600 mm deep on plan, reinforced with BRC Ref. A142, necessary formwork, 100 mm thick concrete plinth, chasing into wall for anchoring, dwarf wall, boxing to form opening for sink the top finished tiles	ITEM			
3.2.4	<b><u>Washroom Worktop</u></b> Ditto 2 No. 75 mm thick in-situ concrete worktop size 1600 mm (average) x 600 mm deep ditto	ITEM			
3.2.5	<b><u>In built cupboard</u></b> Built-in wardrobe size 1200 x 600 x 2400 mm high on plan consisting of 100 mm thick concrete plinth, partition, shelves and shutters including all necessary iron mongery and painting	ITEM			
	-				
	-				
	-				
<b>ELEMENT No 3.6 CARRIED TO SUMMARY <u>FIXTURES &amp; FITTINGS</u></b>					

Item	Description	Unit	Qty	Rate	Amount
	<u>SECOND FLOOR BUILDERS WORK SUMMARY</u>				
3.1	SUPERSTRUCTURE - BROUGHT FORWARD FROM 1/24				
3.2	WALLING - BROUGHT FORWARD FROM 1/25				
3.3	DOORS - BROUGHT FORWARD FROM 1 /26				
3.4	WINDOWS - BROUGHT FORWARD FROM 1 /27				
3.5	FINISHES - BROUGHT FORWARD FROM 1/29				
3.6	JOINERY FITTINGS - BROUGHT FORWARD FROM 1/30				
	TOTAL FOR SECOND FLOOR CARRIED TO MAIN SUMMARY				
-	THIRD FLOOR				

Item	Description	Unit	Qty	Rate	Amount
	<b><u>ELEMENT 4.1: REINFORCED CONCRETE SUPERSTRUCTURE</u></b>				
	<b><u>Vibrated reinforced concrete class 25/20 in:-</u></b>				
3.3.0 1	Beams	CM	14		
3.3.0 2	Columns	CM	4		
3.3.0 3	Staircase	CM	5		
	<b><u>Ditto in:-</u></b>				
3.3.0 4	200mm thick lift shaft	SM	26		
3.3.0 5	150mm thick suspended floor slab	SM	262		
3.3.0 6	150mm thick suspended window canopy	SM	58		
	<b><u>Reinforcement</u></b>				
	<b>Ribbed Reinforcement Steel Bars to KS ISO 6935 - 2:2007 including cutting to length, bending, hoisting and fixing including all necessary tying wires and spacing blocks</b>				
3.3.0 7	- Assorted reinforcement bars	KG	882 0		
	<b>TOTAL FOR CARRIED TO COLLECTION</b>				



Item	Description	Unit	Qty	Rate	Amount
	<i>Brought forward from page BW/32</i>				
	<b><u>Formwork as Described. Allow for setting to special steel propping, strutting, fillets, nails, etc to</u></b>				
	-				
3.3.0 8	Soffits of floor slab not exceeding 3.00m high	SM	262		
3.3.0 9	Vertical sides of columns	SM	52		
3.3.1 0	Sides and soffits of beams	SM	160		
3.3.1 1	Sloping soffits of staircase	SM	10		
3.3.1 2	Soffits of staircase landing	SM	16		
3.3.1 3	Vertical sides of lift shaft	SM	51		
3.3.1 4	Sides and soffits of window canopy	SM	58		
	<b><u>Ditto to edges of:-</u></b>				
	-				
3.3.1 5	Suspended floor slab 75mm but not exceeding 150mm high	LM	83		
3.3.1 6	Ditto staircase rises	LM	35		
3.3.1 7	Ditto staircase waist	LM	13		
<b>TOTAL FOR SUPERSTRUCTURES CARRIED TO SUMMARY</b>					

Item	Description	Unit	Qty	Rate	Amount
	<b><u>ELEMENT 4.2: WALLING</u></b>				
3.3.1 8	- <u>Machine cut coral block walling bedded and jointed in cement and sand mortar 1:4; including 20swg x 25mm wide hoop iron in every alternate course</u>				
3.3.1 9	- 200mm thick external walling	SM	179		
3.3.2 0	200 mm internal walling	SM	111		
3.3.2 1	<b>Precast concrete solid blocks bedded and jointed in cement and sand mortar (1:3)</b> 100mm internal walling	SM	13		
3.3.2 2	<b>Precast Concrete Louvre Blocks</b> 200mm louvre block walling	SM	7		
3.3.2 3	<b>Partition</b> 10mm thick toughened frameless glass complete with heavy duty, powder coated 100 x50 x3mm top , bottom and vertical rails, 25 x 25 mm aluminium glazing beads and 20mm rubber glazing strips	SM	95		
	<b>TOTAL FOR WALLING CARRIED TO SUMMARY</b>				

Item	Description	Unit	Qty	Rate	Amount
	<b><u>ELEMENT 4.3: DOORS</u></b>				
3.3.2 4	- <i><u>8mm thick toughened frameless glass door; complete with all the support, locks, handles and all necessary ironmongery</u></i>  Overall size 900mm x 2100mm	NO.	6		
3.3.2 5	<i>Supply, assemble and fix the following purpose made powder coated aluminium framed door to B.S 3987, 1984 to Booth Standard extruded profiles complete 2 layers of 4mm thick alucobond with a complete set of UNION ironmongery comprising of indicator bolts, hat and coat hooks, door stops, toilet roll holders, guardsman pull handle XL003820 and rubber buffers. All exposed aluminium section are to be powder coated. (Ref Architects Detailing)</i> Overall size 1200x2100mm high	NO.	1		
3.3.2 6	- Overall size 900mm x 2100mm	NO.	7		
3.3.2 7	- <b><u>Iron Mongery</u></b> Heavy duty door closer hold on power 2/3 complete with cover	NO	12		
3.3.2 8	Rubber door stop fixed to floor with rawl bolt	NO.	12		
3.3.2 9	Touch up primer, prepare and apply two undercoats and one gloss finishing coat enamel paint to metalwork  General surfaces	SM	32		
	-				
	<b>Total for doors carried to summary</b>				

Item	Description	Unit	Qty	Rate	Amount
	<b>ELEMENT 4.4: WINDOWS</b>				
	- Supply, assemble and fix the following purpose made powder coated aluminium framed sliding windows to B.S 3987, 1984 to Booth Standard extruded profiles from approved manufacturer(s) complete with mullions, transomes, railing and necessary intermediate reinforcement elements including all weather strips, rubber glazing strips,couplings, sliding rails bars; panes fixed with 5mm thick one way glass fixed with beadings.				
3.3.3 0	Size 1100 x 1500 mm	NO.	32		
	Fabricate, supply and fix mild steel grill; constructed with 25 x 25 x 3mm RHS vertical framing; infilled with 12 mm diameter solid bars at 150 mm center in both directions to form diamond shape; fixed with lugs built into concrete or stone walls: all primed with red oxide .(Refer to architect's detail)				
3.3.3 1	Burglar proofing grill	SM	53		
	Prepare and apply three coats of premium quality gloss oil paint to:				
3.3.3 2	Burglar proofing grilles; internally/externally	SM	106		
3.3.3 3	Approved 600 x 275 x 175mm precast concrete window cill bedded and jointed in cement (sand (1:3) mortar	LM	35		
	Total for widows carried to summary				

Item	Description	Unit	Qty	Rate	Amount
	<b><u>ELEMENT 4.5: FINISHES</u></b>				
	<b><u>Wall Finish</u></b>				
3.3.3 4	15mm cement and sand (1:4) render wood float on external walling, columns and beams.	SM	215		
3.3.3 5	Prepare and apply one undercoat and two coats long lasting, textured paint to rendered surfaces externally and window canopy	SM	215		
3.3.3 6	15mm cement and sand (1:4) plaster trowelled smooth and comprising 12mm thick backing and 3mm finishing coat to internal walls.	SM	358		
3.3.3 7	Prepare and apply one undercoat and two finishing coats silk vinyl emulsion paint to plastered surfaces	SM	358		
3.3.3 8	12 mm thick cement and sand (1:3) paving prepared to receive ceramic tiles	SM	108		
3.3.3 9	Supply and fix 6mm thick granitto wall tiles on prepared backing (m.s) including grouting and edge protectors where required; overall size 200mm x 300mm.	SM	108		
	<b><u>Floor Finish</u></b>				
3.3.4 0	32 mm thick cement and sand screed (1:3) paving prepared to receive ceramic tiles	SM	228		
3.3.4 1	Supply and fix approved 8mm thick Twyford or any equal and approved ceramic floor tiles on prepared backing (m.s) including grouting and edge protectors where required.	SM	199		
3.3.4 2	Ditto non-slip tiles; overall size 300mm x 300mm.	SM	30		
3.3.4 3	Ditto 100mm high skirting	LM	90		
	<b>Total Carried to collection</b>				
	<i>Brought forward from page BW/37</i>				

Item	Description	Unit	Qty	Rate	Amount
	<b><u>Ceiling Finish</u></b>				
3.3.4 4	15mm cement and sand (1:4) plaster trowelled smooth and comprising 12mm thick backing and 3mm finishing coat to suspended concrete slab and staircase soffites	SM	286		
3.3.4 5	Prepare and apply one undercoat and two finishing coats matt vinyl emulsion paint to plastered surfaces	SM	286		
3.3.4 6	Supply and fix 12 mm thick Gypsum board to wall complete with galvanised steel sections, including sealing joints with approved fibre tapes and approved filler.	SM	180		
3.3.4 7	Ditto 100mm approved decorative fibre cornice	SM	71		
3.3.4 8	Prepare surface, skim to approval with Altek or any other equal and approved , apply one undercoat and two coats of approved matt vinly emulsion paint	SM	180		
	<b><u>STAIRCASE FINISHES</u></b>				
	<b><u>BALUSTRADE</u></b>				
3.3.4 9	Fabricate, deliver and fix 1000mm high stainless steel balustrading comprising of 50mm dia x 3mm thick hollow handrail, cast into wall at approximately 1500mm centres as per the structural engineers details,finished to the match the architects approval	LM	15		
	<b><u>Staircase Floor Tiles</u></b>				
3.3.5 0	300 mm wide x 8 mm thick treads with anti-slip grooves	SM	14		
<b>TOTAL FOR FINISHES CARRIED TO SUMMARY</b>					

Item	Description	Unit	Qty	Rate	Amount
	<b><u>ELEMENT 4.6: FIXTURES AND FITTINGS</u></b>				
	-				
3.3.5 1	<b><u>Kitchen Worktop</u></b> 75 mm thick in-situ concrete worktop size 2800 mm (average) x 600 mm deep on plan, reinforced with BRC Ref. A142, necessary formwork, 100 mm thick concrete plinth, chasing into wall for anchoring, dwarf wall, boxing to form opening for sink the top finished tiles	ITEM			
3.3.5 2	<b><u>Washroom Worktop</u></b> Ditto 2 No. 75 mm thick in-situ concrete worktop size 1600 mm (average) x 600 mm deep ditto	ITEM			
3.3.5 3	<b><u>In built cupboard</u></b> Built-in wardrobe size 1200 x 600 x 2400 mm high on plan consisting of 100 mm thick concrete plinth, partition, shelves and shutters including all necessary iron mongery and painting	ITEM			
	-				
	-				
	<b><u>ELEMENT No. 4.6 CARRIED TO SUMMARY FIXTURES &amp; FITTINGS</u></b>				
	<b><u>SECOND FLOOR BUILDERS WORK SUMMARY</u></b>				

Item	Description	Unit	Qty	Rate	Amount
3.1	SUPERSTRUCTURE - BROUGHT FORWARD FROM 1/33				
3.2	WALLING - BROUGHT FORWARD FROM 1/34				
3.3	DOORS - BROUGHT FORWARD FROM 1/35				
3.4	WINDOWS - BROUGHT FORWARD FROM 1/36				
3.5	FINISHES - BROUGHT FORWARD FROM 1/38				
3.6	JOINERY FITTINGS - BROUGHT FORWARD FROM 1/39				
	TOTAL FOR SECOND FLOOR CARRIED TO MAIN SUMMARY				

Item	Description	Unit	Qty	Rate	Amount
	<b>ROOF TERRACE FLOOR</b>				



Item	Description	Unit	Qty	Rate	Amount
	<b>ELEMENT 5.1: REINFORCED CONCRETE SUPERSTRUCTURE</b>				
	<u>Vibrated reinforced concrete class 25/20 in:-</u>				
3.4.01	Beams	CM	3		
3.4.02	Columns	CM	2		
	<u>Ditto in:-</u>				
3.4.03	200mm thick lift shaft	SM	26		
3.4.04	150mm thick suspended floor slab	SM	37		
	<b>Reinforcement</b>				
	<b>Ribbed Reinforcement Steel Bars to KS ISO 6935 - 2:2007 including cutting to length, bending, hoisting and fixing including all necessary tying wires and spacing blocks</b>				
3.4.05	Assorted reinforcement bars	KG	3679		
	<u>Mild steel Formwork as Described. Allow for setting to special steel propping, strutting, fillets, nails, etc to</u>				
3.4.06	Soffits of floor slab not exceeding 3.00m high	SM	37		
3.4.07	Vertical sides of columns	SM	24		
3.4.08	Sides and soffits of beams	SM	21		
3.4.09	Vertical sides of lift shaft	SM	51		
	<u>Ditto to edges of:-</u>				
3.4.10	Suspended floor slab 75mm but not exceeding 150mm high	LM	24		
	<b>TOTAL FOR SUPERSTRUCTURES CARRIED TO SUMMARY</b>				
	<b>ELEMENT 5.2: WALLING</b>				
	<u>Machine cut coral block walling bedded and jointed in cement and sand mortar 1:4; including 20swg x 25mm wide hoop iron in every alternate course</u>				
3.4.11	200mm thick external walling	SM	76		
	<b>Precast concrete coping</b>				
3.4.12	75mm thick weathered and throated saddled-back coping for 200mm thick walling	LM	65		
3.4.13	Ditto 450 x 450mm pier cap ditto to columns	NO	15		
	<b>TOTAL FOR WALLING CARRIED TO SUMMARY</b>				
	<b>ELEMENT 5.3: ROOF STRUCTURE (All Provisional) FLAT ROOF FINISHES</b>				

Item	Description	Unit	Qty	Rate	Amount
3.4.14	50 mm cement sand 1:3 water proof screed to flat roof slab laid to fall and crossfalls	SM	270		
3.4.15	Apply one coat bituminous primer to surface of screed.	SM	270		
3.4.16	Supply, torch and apply bituminous membrane as per 'sirrah P4' or equal and approved	SM	270		
3.4.17	Ditto sides of wall 200mm high	LM	71		
3.4.18	50 x 50mm internal angle fillet	LM	71		
3.4.19	200 x 200 x 25mm thick quarry tiles as miritini clay products or any other approved manufacturer at roof covering bedded and jointed in cement mortar 1:3 and 25mm joint pointed with red cement slurry	SM	270		
3.4.20	Ditto sides of wall 200mm high	LM	71		
	<b><u>Rainwater goods</u></b>				
3.4.21	Extra over for running outlet	NO	6		
3.4.22	100mm x 75 x 0.6mm PVC down pipes fixed to wall with holding clips at 1200mm centres	LM	72		
3.4.23	Extra over for swan neck 1000mm long	NO	6		
3.4.24	Extra over for shoe 1000mm long	NO	6		
	<b>Total for Roof Structure carried to summary page</b>				
	<b><u>ELEMENT 5.4: DOORS</u></b>				
	<b><u>Supply, assemble and fix the following purposed-made standard 25mm thick "Z" section small panel steel doors supplied by an approved manufacturer.</u></b>				
3.4.25	Composite steel casement door, overall size 900x2100mm high, complete with 150x50mm thick mild steel frames and all the necessary ironmongery(Refer to architect's detail)	NO.	1		
3.4.26	<b>Touch up primer, prepare and apply two undercoats and one gloss finishing coat enamel paint to metalwork</b> General surfaces	SM	3		
	<b>Total for doors carried to summary</b>				
	<b><u>ELEMENT 5.5: WINDOWS</u></b>				

Item	Description	Unit	Qty	Rate	Amount
3.4.27	<u>Supply, assemble and fix the following purpose made powder coated aluminium framed sliding windows to B.S 3987, 1984 to Booth Standard extruded profiles from approved manufacturer(s) complete with mullions, transomes, railing and necessary intermediate reinforcement elements including all weather strips, rubber glazing strips, couplings, sliding rails bars; panes fixed with 5mm thick one way glass fixed with beadings.</u> Size 1100 x 1500 mm	NO.	3		
3.4.28	<u>Fabricate, supply and fix mild steel grill; constructed with 25 x 25 x 3mm RHS vertical framing; infilled with 12 mm diameter solid bars at 150 mm center in both directions to form diamond shape; fixed with lugs built into concrete or stone walls: all primed with red oxide .(Refer to architect's detail)</u> Burglar proofing grill	SM	5		
3.4.29	<u>Prepare and apply three coats of premium quality gloss oil paint to:</u> Burglar proofing grilles; internally/externally	SM	10		
3.4.30	Approved 600 x 275 x 175mm precast concrete window cill bedded and jointed in cement (sand (1:3) mortar	LM	4		
<b>Total for widows carried to summary</b>					
<b>ELEMENT 5.6: FINISHES</b>					
<b>Wall Finish</b>					
3.4.31	15mm cement and sand (1:4) render wood float on external walling, columns and beams.	SM	81		
3.4.32	Prepare and apply one undercoat and two coats long lasting, textured paint to rendered surfaces externally and window canopy	SM	81		
3.4.33	15mm cement and sand (1:4) plaster trowelled smooth and comprising 12mm thick backing and 3mm finishing coat to internal walls.	SM	267		
3.4.34	Prepare and apply one undercoat and two finishing coats silk vinyl emulsion paint to plastered surfaces	SM	267		
<b>Ceiling Finish</b>					
3.4.35	15mm cement and sand (1:4) plaster trowelled smooth and comprising 12mm thick backing and 3mm finishing coat to suspended concrete slab and staircase soffites	SM	32		
3.4.36	Prepare and apply one undercoat and two finishing coats matt vinyl emulsion paint to plastered surfaces	SM	32		
<b>TOTAL FOR FINISHES CARRIED TO SUMMARY</b>					

Item	Description	Unit	Qty	Rate	Amount
	<b>ROOF TERRACE FLOOR BUILDERS WORK SUMMARY</b>				

Item	Description	Unit	Qty	Rate	Amount
5.1	SUPERSTRUCTURE - BROUGHT FORWARD FROM 1/41				
5.2	WALLING - BROUGHT FORWARD FROM 1/42				
5.3	ROOF FINISHES - BROUGHT FORWARD FROM 1/43				
5.4	DOORS - BROUGHT FORWARD FROM 1/44				
5.5	WINDOWS - BROUGHT FORWARD FROM 1/45				
5.6	FINISHES - BROUGHT FORWARD FROM 1/46				
	<b>TOTAL FOR ROOF TERRACE FLOOR CARRIED TO MAIN SUMMARY</b>				
	<b>6.0 GLAZED CURTAIN WALLING</b> The following Curtain Wall in heavy duty powder coated aluminium sections in frames, mullions and transomes generally to international D.I.N standards 17165, BS 4300 and KS 02-299: 1983 complete with all the necessary ironmongery, hoods, fixing lugs, vents, mosquito gauze etc and glazing beads (Glass measured separately) to Architect's detailed design as described in:-				
3.5.0 1	Curtain walling overall size 5300mm wide x 9900mm high divided by transome and mullion grids with and including 800mm wide x 600mm high vent panels and door opening to Architect's detailed design: whole unit fixed to shape and firmly on wall or concrete to the Structural Engineer's approval	NO.	1		
3.5.0 2	Ditto overall size 1500mm wide x 13200mm high ditto <u>6mm thick bronze tinted glass to B.S 952: fixed to aluminium frames with aluminium beads (m.s) complete with leather strips as described in:</u>	NO.	2		
3.5.0 3	Panes size 1.00 sq. m. to 1.50 sq.m.	SM	60		
	<b>TOTAL FOR WALLING CARRIED TO SUMMARY</b>				

Item	Description	Unit	Qty	Rate	Amount
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BUILDERS WORK SUMMARY					
1	Ground Floor - Brought from 1/13				
2	First Floor - Brought from 1/22				
3	Second Floor - Brought from 1/31				
4	Third Floor- Brought from 1/40				
5	Roof Terrace Floor- Brought from 1/47				
6	Curtain Walling- Brought from 1/48				
	-				
	-				
	-				
	-				
TOTAL FOR BUILDERS WORK CARRIED TO MAIN SUMMARY					

**BILL NO 4: ELECTRICAL INSTALLATION WORKS**

Item	Description	Qty	Unit	Rate	Amount
	Supply install test and commission the following:- Lighting Circuits NOTE: All cables to be as East African Cables or equal and approved equivalent.				
4.0.1	Lighting points in concealed 20mm diameter PVC heavy gauge conduit comprising of 3 x 1.5mm <sup>2</sup> pvc/sc Cu cables as East African Cables or equal and approved equivalent for 1 way 1 gang switching.	24	No		
4.0.2	Ditto lighting points for 1 way 2 gang switching.	4	No		
4.0.3	Ditto lighting points for 1 way 4 gang switching.	12	No		
4.0.4	Ditto lighting points for 1 way 1 gang switching.	8	No		
4.0.5	Ditto lighting points for 2 way 1 gang/ intermediate switching (ref: staircase) .	16	No		
4.0.6	Ditto lighting point for 2 way 1 gang switching.	18	No		
	TOTAL CARRIED TO COLLECTION		SHS.		-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
4.0.7	Lighting circuit fittings 5Amp white moulded ivory flush mounting 1 way 1 gang plate switch as MK/HAVELLS/ CRABTREE/ MEM or equal and approved equivalent.	7	No		
4.0.8	Ditto 5Amp 1 way 2 gang plate switch as MK/CRABTREE/MEM/HAVELLS/ or equal and approved equivalent.	2	No		
4.0.9	Ditto 5Amp 1 way 4 gang plate switch as MK/CRABTREE/MEM/HAVELLS or equal and approved equivalent.	2	No		
4.0.10	5Amp white moulded ivory flush mounting 2 way 1 gang plate switch at MK/HAVELLS/ CRABTREE/ MEM or equal and approved equivalent.	6	No		
4.0.11	Ditto 5Amp white moulded ivory flush mounting 2 way 3 gang plate switch as MK/CRABTREE/HAVELLS/MEM or equal and approved equivalent.	2	No		
4.0.12	Ditto 5Amp white moulded ivory flush mounting intermediate plate switch.	2	No		
4.0.13	1 x 4w LED bathroom model spherical IP 66 fitting as THORN / PHILIPS or equal and approved equivalent.	9	No		
4.0.14	1 x 600mm 9 watts T8 LED luminaire fitting complete with prismatic diffuser as THORN/PHILIPS or equal and approved equivalent.	6	No		
	TOTAL CARRIED TO COLLECTION		SHS.		-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
4.0.15	Lighting circuit fittings cont. 1 x 4w LED weather proof bulkhead luminaire fitting as THORN or equal and approved equivalent.	25	No		
4.0.16	600mm x600mm led panel 36w luminaire fittings complete with louvre diffuser as THORN /PHILIPS or equal and approved equivalent.	30	No		
4.0.17	1 x 1200mm T8 LED 18W single luminaire fittings complete with prismatic diffuser as THORN/PHILIPS or equal and approved equivalent. Power Circuits NOTE: All cables to be as East African Cables or equal and approved equivalent.	12	No		
4.0.18	Ceiling fan power points drawn in concealed 20mm diameter PVC heavy gauge conduit comprising of 3 x 1.5mm <sup>2</sup> pvc/sc Cu cables from as East African Cable or equal and approved equivalent.	6	No		
4.0.19	Fire alarm panel power points drawn in concealed 20mm diameter PVC heavy gauge conduit comprising of 3 x 4.0mm <sup>2</sup> pvc/sc Cu cables as East African Cables or equal and approved equivalent.	1	No		
4.0.20	White moulded ivory flush mounting 20Amp DP switch incorporating Neon light as MK/CRABTREE/MEM or equal and approved equivalent.	1	No		
	TOTAL CARRIED TO COLLECTION		SHS.		-



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Power Circuits Cont				
4.0.21	15Amp power points for air conditioner circuit drawn in concealed 20mm diameter PVC heavy gauge conduit comprising of 3 x 4.0mm <sup>2</sup> pvc/sc Cu cables as East African Cables or equal and approved equivalent.	6	No.		
4.0.22	15Amp white moulded ivory flush mounting switched socket outlet MK/CRABTREE/MEM/HAVELLS for air conditioner circuit or equal and approved equivalent	6	No		
4.0.23	Ditto white moulded ivory flush mounting 20Amp DP switch for air conditioner circuit as MK/CRABTREE/MEM or equal and approved equivalent.	6	No.		
4.0.24	13Amp socket outlet power points drawn in concealed 20mm diameter heavy gauge conduit comprising of 3 x 2.5mm <sup>2</sup> pvc/sc Cu cables as East African Cables or equal approved equivalent.	35	No.		
4.0.25	1400mm 3 blade ceiling fan as ORIENT / CROMPTON complete with regulators or equal and approved equivalent.	6	No		
4.0.26	5Amp white moulded ivory 3 plate ceiling rose complete with 3-core 0.75mm <sup>2</sup> pvc flex cable and a biscuit ring as MK/CRABTREE/HAVELLS/MEM or equal and approved equivalent.	6	No		
4.0.27	White moulded ivory flush mounting single switched 13Amp DP Socket outlet as MK/CRABTREE/MEM or equal and approved equivalent	1	No		
	TOTAL CARRIED TO COLLECTION		SHS.		-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Power Circuits Cont				
4.0.28	Ditto but twin switched 13Amp DP Socket outlets as MK/CRABTREE/MEM or equal and approved equivalent.	34	No		
4.0.29	UPS circuit for 13Amp socket outlets drawn in concealed 20mm diameter PVC heavy gauge conduit comprising of 3 x 4.0mm <sup>2</sup> pvc/sc Cu cables as East African Cables or equal and approved equivalent.	1	No		
4.0.30	45Amp Cooker Control unit power point drawn in concealed 25mm diameter PVC heavy gauge conduit comprising of 3 x 6.0mm <sup>2</sup> pvc/sc Cu cables as East African Cables or equal and equivalent.	1	No		
4.0.31	45Amp white moulded ivory flush mounting cooker control unit incorporating 13Amp DP Socket outlet as MK/CRABTREE/HAVELLS/MEM or equal and approved equivalent cooker.	1	No		
4.0.32	Final connection of UPS circuit cables to 13Amp socket outlets power points drawn in concealed 20mm diameter PVC heavy gauge conduit comprising of 3 x 2.5mm <sup>2</sup> pvc/sc Cu cables as East African Cables or equal and approved equivalent.	6	No		
4.0.33	Extractor fan power points drawn in concealed 20mm diameter PVC heavy gauge conduit comprising of 3 x 4.0mm <sup>2</sup> pvc/sc Cu cables as East African Cables or equal and approved equivalent.	5	No		
	TOTAL CARRIED TO COLLECTION		SHS.		-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Power Circuits Cont				
4.0.34	15Amp SPN DP Extractor fan isolator switch as MK/CRABTREE/MEM/HAVELLS or equal and approved equivalent.	5	No		
4.0.35	Final connection of extractor fan circuit cables drawn in concealed 20mm diameter PVC heavy gauge conduit comprising of 3 x 2.5mm <sup>2</sup> pvc/sc Cu cables as East African Cables or equal and approved equivalent.	5	No.		
4.0.36	200mm (8") SPN washroom model extractor fan as ORIENT/CROMPTON or equal and approved equivalent MBS Engineer's specifications.	5	No		
4.0.37	Water pump power points drawn in concealed 20mm diameter heavy gauge 3 x 4.0mm <sup>2</sup> pvc/sc Cu cables as East African Cables or equal and approved equivalent.	1	No		
4.0.38	20Amp SPN white moulded flush mounting DP water pump isolator / switch as MK/CRABTREE/MEM/HAVELLS or equal and approved equivalent.	1	No		
4.0.39	Final connection of water pump circuit drawn in concealed 20mm diameter PVC heavy gauge conduit comprising of 3 x 2.5mm <sup>2</sup> pvc/sc Cu cables as East African Cables or equal and approved equivalent.	1	No		
4.0.40	Single phase automatic water pump automatic control unit complete with float switch to specification.	1	No		
	TOTAL CARRIED TO COLLECTION		SHS.		-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
4.0.41	Cable trunking installation 200 x 50mm 3 compartment oven baked galvanised mild steel cable trunking or equal and approved equivalent. (Approx. Mtrs).	60	Lm		
4.0.42	Ditto 13Amp twin socket outlet mounting plate to match item A to approval.	23	No		
4.0.43	Ditto data cable socket outlet mounting plate to match item A to approval.	20	No		
4.0.44	Ditto telephone cable socket outlet mounting plate to match item A to approval. Associated circuits Data /Telephone outlets.	5	No		
4.0.45	Computer data outlet point drawn in mild steel cable trunking / concealed 20mm diameter PVC heavy gauge conduit comprising of a draw wire	20	No		
4.0.46	Telephone outlet points drawn in mild steel cable trunking/concealed 20mm diameter PVC heavy gauge conduit comprising of a draw wire	5	No		
4.0.47	White moulded ivory flush mounting single data cable outlet socket as MK/CRABTREE/MEM or equal and approved equivalent.	20	No		
4.0.48	Ditto telephone cable outlet socket as MK/CRABTREE /MEM or equal and approved equivalent.	5	No.		
4.0.49	TV Co-axial cable outlet points drawn in mild steel cable trunking/concealed 20mm diameter PVC heavy gauge conduit comprising of a draw wire.	3	No		
	TOTAL CARRIED TO COLLECTION		SHS.		-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Associated circuits				
	Data /Telephone outlets cont.				
4.0.50	TV Co-axial white moulded ivory flush mounting cable outlet socket as MK/CRABTREE/MEM or equal and approved equivalent.	3	No		
	Consumer Units / Distribution Boards				
4.0.51	8 way TPN MCB flush mounting distribution board as MK/CRABTREE/MEM/HAVELLS or equal and approved equivalent.	1	No		
4.0.52	SPN MCBS to match item B above				
	(i) 10Amp	5	No		
	(ii) 20Amp	8	No		
	(iii) 30Amp	7	No		
	(v) Blanking plates for ways NOT connected	4	No		
4.0.53	4-Core 25mm <sup>2</sup> PVC armoured supply cable as East African cables or equal and approved equivalent from TPN MCCB isolator switch within the switchroom to distribution board (ref: site instructions) - Approx. mtrs.	45	Lm		
4.0.54	125Amp TPN MCCB Isolator as MK/CRABTREE/MEM/HAVELLS or equal and approved equivalent.	1	No		
4.0.55	4-Core 25mm <sup>2</sup> pvc armoured supply cable as East African Cable or equal and approved equivalent from main busbar chamber distribution unit within the switchroom to TPN MCCB isolator switch (ref: site instructions) - Approx. mtrs.	10	Lm		
	TOTAL CARRIED TO COLLECTION		SHS.		-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
4.0.56	Earthing to conform with the IEE / KPLC requirements 1 x 16.0mm <sup>2</sup> pvc/sc Cu cable earth wire insulated green/yellow as East African Cables connected to earth electrode (Approx mtrs) to approval	45	Lm		
4.0.57	Final Connection of 1 x 16.0mm <sup>2</sup> pvc/sc Cu cable earth wire to busbar main earthing terminal / associated earthing terminals and earth electrode to approval.	1	Item		
	TOTAL CARRIED TO COLLECTION		SHS.		
	COLLECTION				
	Brought Forward from page EXT/E1		SHS		
	Brought Forward from page EXT/E2		SHS		
	Brought Forward from page EXT/E3		SHS		
	Brought Forward from page EXT/E4		SHS		
	Brought Forward from page EXT/E5		SHS		
	Brought Forward from page EXT/E6		SHS		
	Brought Forward from page EXT/E7		SHS		
	Brought Forward from page EXT/E8		SHS		
	Brought Forward from above		SHS		
	TOTAL FOR GROUND FLOOR CARRIED TO SUMMARY	SHS			-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Supply, Install, test and commission the following:- TPN POWER CIRCUITS NOTE: All cables to be East African Cables or equal and approved equivalent.				
4.0.58	TPN power points / circuits drawn in concealed 25mm diameter PVC heavy gauge conduit or in surface mounted 25mm diameter galvanised heavy gauge steel conduit comprising of 3 x 4.0mm <sup>2</sup> pvc/sc Cu cables as East African cables or equal and approved equivalent (ref: passengers' lifts and booster pump)	2	No		
4.0.59	45Amp 4 pole TPN MCCB isolator switch as MK/CRABTREE/MEM/HAVELLS or equal and approved equivalent:- (NOTE: ref: 4 way TPN MCB distribution board schematic wiring diagram)	2	No		
4.0.60	4 way TPN MCB flush mounting distribution board as MK/CABTREE/MEM/HAVELLS or equal and approved equivalent.	1	No		
4.0.61	4-Core 25mm <sup>2</sup> PVC armoured supply cable as East Arican Cable or equal and approved equivalent from TPN MCCB isolator switch within the switchroom to above distribution board (ref: site instructions) - Approx. Mtrs	45	Lm		
4.0.62	150Amp TPN MCCB isolator as MK/CRABTREE/HAVELLS or equal and approved equivalent.	1	No		
	TOTAL CARRIED TO COLLECTION		SHS.		-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
4.0.63	TPN Power circuit cont 4-Core 25mm <sup>2</sup> PVC armoured supply cable as East African Cables or equal and approved equivalent from main busbar chamber distribution unit within the switchroom to TPN MCCN isolator switch (ref: Site instructions) - Approx. Mtrs. Earthing to conform with the IEE / KPLC requirements	10	Lm		
4.0.64	Excavate and build 300 x 300 x 450mm deep earthing manhole using quarry stone blocks to approval. (ref: site instructions for positions).	1	Item		
4.0.65	1 x 16.0mm <sup>2</sup> pvc/sc Cu cable earth wire insulated green/yellow as East African Cables connected to earth electrode (Approx mtrs) to approval	55	Lm		
4.0.66	5ft 9Approx 1500mm long) copper earth electrode complete with clamp driven into the ground upto the required depth (ref: item B/C)	1	No		
4.0.67	Final connection of 1 x 16.00mm <sup>2</sup> pvc/sc Cu cable earth wire to busbar main earthing terminal associated earthing terminals and earth electrode to approval.	1	Item		
	TOTAL CARRIED TO COLLECTION		SHS.		-
	COLLECTION				
	Brought Forward from page EXT/E10		SHS		-
	Brought Forward from above		SHS		-
	TOTAL FOR TPN POWER CIRCUITS CARRIED TO SUMMARY	SHS			-



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Supply install, test and commission the following:- MAIN POWER DISTRIBUTION CONTROL PANEL				
4.0.68	Construct a Seven chamber free standing electrical power distribution control panel complete with MCCB's mounting rails / insulators measuring approx. 1500 x 1200 x 500mm from 16 gauge galvanised mildsteel including all the other necessary associated components to approval. (ref: site instruction details)	1	No		
4.0.69	1200 x 50 x 6mm Thick 250/400A 4 pole copper bus-bar bars (marked red, yellow, blue and black respectively) fixed approximately on approved insulators to control panel - ref: items A power distribution control panel.	3	Set		
4.0.70	4-Core 50mm <sup>2</sup> PVC armoured main supply cables as East African Cable or equal and approved equivalent (ref: site instructions)	75	Lm		
4.0.71	400Amp TPN MCCB main isolator switch as MK/CRABTREE/MEM/HAVELLS or equal and approved equivalent (ref: power distribution schematic layout diagram)	1	No		
4.0.72	Provide 11th generation intel core i7-1165G7, 8GB DDR4, 512GB NVMe.2 SSD, intel iris Xe Graphics, 15.6" FHD IPS Touch screen laptop.	2	No		
4.0.73	Provide 2 No. 11th generation intel core i7-1165G7, 8GB DDR4, 512GB NVMe.2 SSD, intel iris Xe Graphics, 15.6" FHD IPS Touch screen laptop as directed by the PE.	2	No		
	TOTAL FOR MAIN POWER DISTRIBUTION CONTROL PANEL CARRIED TO SUMMARY	SHS			-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Supply install test and commission the following:- FIRST FLOOR Lighting Circuits NOTE: All cables to be as East African Cables or equal and approved equivalent.				
4.1.1	Lighting points in concealed 20mm diameter PVC heavy gauge conduit comprising of 3 x 1.5mm <sup>2</sup> pvc/sc Cu cables as East African Cables or equal and approved equivalent for 1 way 1 gang switching.	15	No		
4.1.2	Ditto lighting points for 1 way 2 gang switching.	10	No		
4.1.3	Ditto lighting points for 1 way 3 gang switching.	18	No		
4.1.4	Ditto lighting points for 1 way 4 gang switching.	6	No		
4.1.5	Ditto lighting points for 2 way 1 gang / intermediate switch. Lighting circuit fittings	6	No		
4.1.6	5Amp white moulded ivory flush mounting 1 way 1 gang plate switch as MK/HAVELLS/ CRABTREE/ MEM or equal and approved equivalent.	7	No		
4.1.7	Ditto 5Amp 1 way 2 gang plate switch as MK/CRABTREE/MEM/HAVELLS/ or equal and approved equivalent.	5	No		
	TOTAL CARRIED TO COLLECTION		SHS.		-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
4.1.8	Lighting circuit fittings cont. Ditto 5Amp 1 way 3 gang plate switch as MK/CRABTREE/MEM/HAVELLS or equal and approved equivalent.	2	No		
4.1.9	Ditto 5Amp 1 way 4 gang plate switch as MK/CRABTREE/MEM/HAVELLS or equal and approved equivalent.	1	No		
4.1.10	Ditto 5Amp white moulded ivory flush mounting 2 way 1 gang plate switch as MK/CRABTREE/MEM/HAVELLS or equal and approved equivalent.	2	No		
4.1.11	Ditto 5Amp white moulded ivory flush mounting intermediate plate switch as MK/CRABTREE/MEM/HAVELLS or equal and approved equivalent.	1	No		
4.1.12	1 x 60w bathroom model spherical ball fitting as THORN / PHILIPS or equal and approved equivalent.	9	No		
4.1.13	1 x 4w LED bathroom model spherical IP 66 luminaire fitting complete with prismatic diffuser as THORN/PHILIPS or equal and approved equivalent.	5	No		
4.1.14	1 x 1200mm T8 LED 18W single luminaire fitting as THORN or equal and approved equivalent.	9	No		
4.1.15	600mm x600mm led panel 36w luminaire fittings complete with louvre diffuser as THORN /PHILIS or equal and approved equivalent.	32	No		
	TOTAL CARRIED TO COLLECTION		SHS.		-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Power Circuits				
	NOTE: All cables to be as East African Cables or equal and approved equivalent.				
4.1.16	Ceiling fan power points drawn in concealed 20mm diameter PVC heavy gauge conduit comprising of 3 x 1.5mm <sup>2</sup> pvc/sc Cu cables from as East African Cable or equal and approved equivalent.	7	No		
4.1.17	Fire alarm panel power points drawn in concealed 20mm diameter PVC heavy gauge conduit comprising of 3 x 4.0mm <sup>2</sup> pvc/sc Cu cables as East African Cables or equal and approved equivalent.	1	No		
4.1.18	White moulded ivory flush mounting 20Amp DP switch incorporating Neon light as MK/CRABTREE/MEM or equal and approved equivalent.	1	No		
4.1.19	15Amp power points for air conditioner circuit drawn in concealed 20mm diameter PVC heavy gauge conduit comprising of 3 x 4.0mm <sup>2</sup> pvc/sc Cu cables as East African Cables or equal and approved equivalent.	8	No.		
4.1.20	15Amp white moulded ivory flush mounting switched socket outlet MK/CRABTREE/MEM/HAVELLS for air conditioner circuit or equal and approved equivalent	8	No		
4.1.21	Ditto white moulded ivory flush mounting 20Amp DP switch for air conditioner circuit as MK/CRABTREE/MEM or equal and approved equivalent.	8	No.		
	TOTAL CARRIED TO COLLECTION		SHS.		-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
4.1.22	Power Circuits Cont 13Amp socket outlet power points drawn in concealed 20mm diameter heavy gauge conduit comprising of 3 x 2.5mm <sup>2</sup> pvc/sc Cu cables as East African Cables or equal approved equivalent.	51	No.		
4.1.23	1400mm 3 blade ceiling fan as ORIENT / CROMPTON complete with regulators or equal and approved equivalent.	7	No		
4.1.24	5Amp white moulded ivory 3 plate ceiling rose complete with 3-core 0.75mm <sup>2</sup> pvc flex cable and a biscuit ring as MK/ CRABTREE/HAVELLS/MEM or equal and approved equivalent.	7	No		
4.1.25	White moulded ivory flush mounting single switched 13Amp DP Socket outlet as MK/CRABTREE/MEM or equal and approved equivalent	1	No		
4.1.26	Ditto but twin switched 13Amp DP Socket outlets as MK/CRABTREE/MEM or equal and approved equivalent.	50	No		
4.1.27	UPS circuit for 13Amp socket outlets drawn in concealed 20mm diameter PVC heavy gauge conduit comprising of 3 x 4.0mm <sup>2</sup> pvc/sc Cu cables as East African Cables or equal and approved equivalent.	2	No		
4.1.28	45Amp Cooker Control Unit power point drawn in concealed 20mm diameter PVC heavy gauge conduit comprising of 3 x 4.0mm <sup>2</sup> pvc/sc Cu cables as East African Cable of equal and approved equivalent.	1	No		
	TOTAL CARRIED TO COLLECTION		SHS.		-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
4.1.29	Power Circuits Cont 45Amp white moulded ivory flush mounting cooker control unit incorporating 13Amp DP Socket outlet as MK/CRABTREE/MEM/ HAVELLS or equall and approved equivalent cooker.	1	No		
4.1.30	Final connection of UPS circuit cables to 13Amp socket outlets power points drawn in concealed 20mm diameter PVC heavy gauge conduit comprising of 3 x 2.5mm <sup>2</sup> pvc/sc Cu cables as East African Cables or equal and approved equivalent.	11	No		
4.1.31	Extractor fan power points drawn in concealed 20mm diameter PVC heavy gauge conduit comprising of 3 x 4.0mm <sup>2</sup> pvc/sc Cu cables as East African Cables or equal and approved equivalent.	5	No		
4.1.32	15Amp SPN DP Extractor fan isolator switch as MK/CRABTREE/MEM/HAVELLS or equal and approved equivalent.	5	No		
4.1.33	Final connection of extractor fan circuit cables drawn in concealed 20mm diameter PVC heavy gauge conduit comprising of 3 x 2.5mm <sup>2</sup> pvc/sc Cu cables as East African Cables or equal and approved equivalent.	5	No.		
4.1.34	200mm (8") SPN washroom model extractor fan as ORIENT/CROMPTON or equal and approved equivalent MBS Engineer's specifications.	5	No		
	TOTAL CARRIED TO COLLECTION		SHS.		-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
4.1.35	Cable trunking installation 200 x 50mm 3 compartment oven baked galvanised mild steel cable trunking or equal and approved equivalent. (Approx. Mtrs).	60	Lm		
4.1.36	Ditto 13Amp twin socket outlet mounting plate to match item C to approval.	23	No		
4.1.37	Ditto data cable socket outlet mounting plate to match item C to approval.	26	No		
4.1.38	Ditto telephone cable socket outlet mounting plate to match item C to approval. Associated circuits Data /Telephone outlets.	8	No		
4.1.39	Computer data outlet point drawn in mild steel cable trunking / concealed 20mm diameter PVC heavy gauge conduit comprising of a draw wire	26	No		
4.1.40	Telephone outlet points drawn in mild steel cable trunking/concealed 20mm diameter PVC heavy gauge conduit comprising of a draw wire	8	No		
4.1.41	White moulded ivory flush mounting single data cable outlet socket as MK/CRABTREE/MEM or equal and approved equivalent.	26	No		
4.1.42	Ditto telephone cable outlet socket as MK/CRABTREE /MEM or equal and approved equivalent.	8	No.		
	TOTAL CARRIED TO COLLECTION		SHS.		-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Associated circuits				
	Data /Telephone outlets cont.				
4.1.43	TV Co-axial cable outlet points drawn in mild steel cable trunking/concealed 20mm diametre PVC heavy gauge conduit comprising of a draw wire.	1	No		
4.1.44	TV Co-axial white moulded ivory flush mounting cable outlet socket as MK/CRABTREE/MEM or equal and approved equivalent.	1	No		
	Consumer Units / Distribution Boards				
4.1.45	8 way TPN MCB flush mounting distribution board as MK/CRABTREE/MEM/HAVELLS or equal and approved equivalent.	1	No		
4.1.46	SPN MCBs to match item F above				
	(i) 10Amp	4	No		
	(ii) 20Amp	9	No		
	(iii) 30Amp	8	No		
	(iv) Blanking plates for ways NOT connected	3	No		
4.1.47	4-Core 25mm <sup>2</sup> PVC armoured supply cable as East African cables or equal and approved equivalent from TPN MCCB isolator switch within the switchroom to distribution board (ref: site instructions) - Approx. mtrs.	50	Lm		
4.1.48	125Amp TPN MCCB Isolator as MK/CRABTREE/MEM/HAVELLS or equal and approved equivalent.	1	No		
4.1.49	4-Core 25mm <sup>2</sup> pvc armoured supply cable as East African Cable or equal and approved equivalent from main busbar chamber distribution unit within the switchroom to TPN MCCB isolator switch (ref: site instructions) - Approx. mtrs.	10	Lm		
	TOTAL CARRIED TO COLLECTION		SHS.		-



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
4.1.50	Earthing to conform with the IEE / KPLC requirements 1 x 16.0mm <sup>2</sup> pvc/sc Cu cable earth wire insulated green/yellow as East African Cables connected to earth electrode (Approx mtrs) to approval	50	Lm		
4.1.51	Final Connection of 1 x 16.0mm <sup>2</sup> pvc/sc Cu cable earth wire to busbar main earthing terminal / associated earthing terminals and earth electrode to approval.	1	Item		
	TOTAL CARRIED TO COLLECTION		SHS.		-
	COLLECTION				
	Brought Forward from page EXT/E13		SHS		
	Brought Forward from page EXT/E14		SHS		
	Brought Forward from page EXT/E15		SHS		
	Brought Forward from page EXT/E16		SHS		
	Brought Forward from page EXT/E17		SHS		
	Brought Forward from page EXT/E18		SHS		
	Brought Forward from page EXT/E19		SHS		
	Brought down from above		SHS		
	TOTAL FOR FIRST FLOOR CARRIED TO SUMMARY	SHS			-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Supply install test and commission the following:- SECOND FLOOR Lighting Circuits NOTE: All cables to be as East African Cables or equal and approved equivalent.				
4.2.1	Lighting points in concealed 20mm diameter PVC heavy gauge conduit comprising of 3 x 1.5mm <sup>2</sup> pvc/sc Cu cables as East African Cables or equal and approved equivalent for 1 way 1 gang switching.	16	No		
4.2.2	Ditto lighting points for 1 way 2 gang switching.	2	No		
4.2.3	Ditto lighting point for 1 way 3 gang switching.	9	No		
4.2.4	Ditto lighting points for 1 way 4 gang switching.	12	No		
4.2.5	Ditto lighting points for 2 way 1 gang switch.	3	No		
4.2.6	Ditto lighting points for 2 way 3 gang switching.	18	No		
	TOTAL CARRIED TO COLLECTION		SHS.		-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
4.2.7	Lighting circuit fittings. 5Amp white moulded ivory flush mounting 1 way 1 gang plate switch as MK/HAVELLS/ CRABTREE/ MEM or equal and approved equivalent.	8	No		
4.2.8	Ditto 5Amp 1 way 2 gang plate switch as MK/CRABTREE/MEM/HAVELLS/ or equal and approved equivalent.	1	No		
4.2.9	Ditto 5Amp 1 way 3 gang plate switch as MK/CRABTREE/MEM/HAVELLS or equal and approved equivalent.	1	No		
4.2.10	Ditto 5Amp 1 way 4 gang switch as MK/CRABTREE/MEM/HAVELLS or equal and approved equivalent.	2	No		
4.2.11	Ditto 5Amp white moulded ivory flush mounting 2 way 3 gang plate switch as MK/CRABTREE/MEM/HAVELLS or equal and approved equivalent.	2	No		
4.2.12	1 x 4w LED bathroom model spherical IP 66 fitting as THORN / PHILIPS or equal and approved equivalent.	9	No		
4.2.13	1 x 600mm 9 watts T8 LED luminaire fitting complete with prismatic diffuser as THORN/PHILIPS or equal and approved equivalent.	5	No		
4.2.14	1 x 1200mm T8 LED 18W single as THORN or equal and approved equivalent.	7	No		
4.2.15	600mm x600mm led panel 36w luminaire fittings complete with louvre diffuser as THORN /PHILIS or equal and approved equivalent.	39	No		
	TOTAL CARRIED TO COLLECTION		SHS.		-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Power Circuits				
	NOTE: All cables to be as East African Cables or equal and approved equivalent.				
4.2.16	Ceiling fan power points drawn in concealed 20mm diameter PVC heavy gauge conduit comprising of 3 x 1.5mm <sup>2</sup> pvc/sc Cu cables from as East African Cable or equal and approved equivalent.	5	No		
4.2.17	Fire alarm panel power points drawn in concealed 20mm diameter PVC heavy gauge conduit comprising of 3 x 4.0mm <sup>2</sup> pvc/sc Cu cables as East African Cables or equal and approved equivalent.	1	No		
4.2.18	White moulded ivory flush mounting 20Amp DP switch incorporating Neon light as MK/CRABTREE/MEM or equal and approved equivalent.	1	No		
4.2.19	15Amp power points for air conditioner circuit drawn in concealed 20mm diameter PVC heavy gauge conduit comprising of 3 x 4.0mm <sup>2</sup> pvc/sc Cu cables as East African Cables or equal and approved equivalent.	7	No.		
4.2.20	15Amp white moulded ivory flush mounting switched socket outlet MK/CRABTREE/MEM/HAVELLS for air conditioner circuit or equal and approved equivalent	7	No		
4.2.21	Ditto white moulded ivory flush mounting 20Amp DP switch for air conditioner circuit as MK/CRABTREE/MEM or equal and approved equivalent.	7	No.		
	TOTAL CARRIED TO COLLECTION		SHS.		-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Power Circuits Cont				
4.2.22	13Amp socket outlet power points drawn in concealed 20mm diameter heavy gauge conduit comprising of 3 x 2.5mm <sup>2</sup> pvc/sc Cu cables as East African Cables or equal approved equivalent.	35	No.		
4.2.23	1400mm 3 blade ceiling fan as ORIENT / CROMPTON complete with regulators or equal and approved equivalent.	5	No		
4.2.24	5Amp whitemoulded ivory 3 plate ceiling rose complete with 3-core 0.75mm <sup>2</sup> pvc flex cable and a biscuit ring as MK/ CRABTREE/HAVELLS/MEM or equal and approved equivalent.	5	No		
4.2.25	White moulded ivory flush mounting single switched 13Amp DP Socket outlet as MK/CRABTREE/MEM or equal and approved equivalent	1	No		
4.2.26	Ditto but twin switched 13Amp DP Socket outlets as MK/CRABTREE/MEM or equal and approved equivalent.	34	No		
4.2.27	UPS circuit for 13Amp socket outlets drawn in concealed 20mm diameter PVC heavy gauge conduit comprising of 3 x 4.0mm <sup>2</sup> pvc/sc Cu cables as East African Cables or equal and approved equivalent.	1	No		
4.2.28	45Amp Cooker Control Unit power point drawn in concealed 25mm diameter PVC heavy gauge conduit comprising of 3 x 6.00mm <sup>2</sup> pvc/sc Cu cables as East African Cables or equal and approved equivalent.	1	No		
	TOTAL CARRIED TO COLLECTION		SHS.		-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
4.2.29	Power Circuits Cont 45Amp white moulded ivory flush mounting cooker control unit incorporating 13Amp DP Socket outlet as MK/CRABTREE/HAVELLS/ MEM or equal and approved equivalent .	1	No		
4.2.30	Final connection of UPS circuit cables to 13Amp socket outlets power points drawn in concealed 20mm diameter PVC heavy gauge conduit comprising of 3 x 2.5mm <sup>2</sup> pvc/sc Cu cables as East African Cables or equal and approved equivalent.	6	No		
4.2.31	Extractor fan power points drawn in concealed 20mm diameter PVC heavy gauge conduit comprising of 3 x 4.0mm <sup>2</sup> pvc/sc Cu cables as East African Cables or equal and approved equivalent.	5	No		
4.2.32	15Amp SPN DP Extractor fan isolator switch as MK/CRABTREE/MEM/HAVELLS or equal and approved equivalent.	5	No		
4.2.33	Final connection of extractor fan circuit cables drawn in concealed 20mm diameter PVC heavy gauge conduit comprising of 3 x 2.5mm <sup>2</sup> pvc/sc Cu cables as East African Cables or equal and approved equivalent.	5	No.		
4.2.34	200mm (8") SPN washroom model extractor fan as ORIENT/CROMPTON or equal and approved equivalent MBS  Engineer's specifications.	5	No		
	TOTAL CARRIED TO COLLECTION		SHS.		-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
4.2.35	Cable trunking installation 200 x 50mm 3 compartment oven baked galvanised mild steel cable trunking or equal and approved equivalent. (Approx. Mtrs).	60	Lm		
4.2.36	Ditto 13Amp twin socket outlet mounting plate to match item C to approval.	23	No		
4.2.37	Ditto data cable socket outlet mounting plate to match item C to approval.	18	No		
4.2.38	Ditto telephone cable socket outlet mounting plate to match item C to approval. Associated circuits Data /Telephone outlets.	5	No		
4.2.39	Computer data outlet point drawn in mild steel cable trunking / concealed 20mm diameter PVC heavy gauge conduit comprising of a draw wire	18	No		
4.2.40	Telephone outlet points drawn in mild steel cable trunking/concealed 20mm diameter PVC heavy gauge conduit comprising of a draw wire	5	No		
4.2.41	White moulded ivory flush mounting single data cable outlet socket as MK/CRABTREE/MEM or equal and approved equivalent.	18	No		
4.2.42	Ditto telephone cable outlet socket as MK/CRABTREE /MEM or equal and approved equivalent.	5	No.		
4.2.43	TV Co-axial cable outlet points drawn in mild steel cable trunking/concealed 20mm diameter PVC heavy gauge conduit  comprising of a draw wire.	3	No		
	TOTAL CARRIED TO COLLECTION		SHS.		-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Associated circuits				
	Data /Telephone outlets cont.				
4.2.44	TV Co-axial white moulded ivory flush mounting cable outlet socket as MK/CRABTREE/MEM or equal and approved equivalent.	3	No		
	Consumer Units / Distribution Boards				
4.2.45	8 way TPN MCB flush mounting distribution board as MK/CRABTREE/MEM/HAVELLS or equal and approved equivalent.	1	No		
4.2.46	SPN MCBS to match item F above				
	(i) 10Amp	4	No		
	(ii) 20Amp	7	No		
	(iii) 30Amp	6	No		
	(iv) Blanking plates for ways NOT connected	7	No		
4.2.47	4-Core 25mm <sup>2</sup> PVC armoured supply cable as East African cables or equal and approved equivalent from TPN MCCB isolator switch within the switchroom to distribution board (ref: site instructions) - Approx. mtrs.	55	Lm		
4.2.48	125Amp TPN MCCB Isolator as MK/CRABTREE/MEM/HAVELLS or equal and approved equivalent.	1	No		
4.2.49	4-Core 25mm <sup>2</sup> pvc armoured supply cable as East African Cable or equal and approved equivalent from main busbar chamber distribution unit within the switchroom to TPN MCCB isolator switch (ref: site instructions) - Approx. mtrs.	10	Lm		
	TOTAL CARRIED TO COLLECTION		SHS.		-



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
4.2.50	Earthing to conform with the IEE / KPLC requirements 1 x 16.0mm <sup>2</sup> pvc/sc Cu cable earth wire insulated green/yellow as East African Cables connected to earth electrode (Approx mtrs) to approval	55	Lm		
4.2.51	Final Connection of 1 x 16.0mm <sup>2</sup> pvc/sc Cu cable earth wire to busbar main earthing terminal / associated earthing terminals and earth electrode to approval.	1	Item		
	TOTAL CARRIED TO COLLECTION		SHS.		
	COLLECTION				
	Brought Forward from page EXT/E21		SHS		
	Brought Forward from page EXT/E22		SHS		
	Brought Forward from page EXT/E23		SHS		
	Brought Forward from page EXT/E24		SHS		
	Brought Forward from page EXT/E25		SHS		
	Brought Forward from page EXT/E26		SHS		
	Brought Forward from page EXT/E27		SHS		
	Brought down from above		SHS		
	TOTAL FOR SECOND FLOOR CARRIED TO SUMMARY	SHS			-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Supply install test and commission the following:- THIRD FLOOR Lighting Circuits NOTE: All cables to be as East African Cables or equal and approved equivalent.				
4.3.1	Lighting points in concealed 20mm diameter PVC heavy gauge conduit comprising of 3 x 1.5mm <sup>2</sup> pvc/sc Cu cables as East African Cables or equal and approved equivalent for 1 way 1 gang switching.	16	No		
4.3.2	Ditto lighting points for 1 way 2 gang switching.	2	No		
4.3.3	Ditto lighting point for 1 way 3 gang switching.	9	No		
4.3.4	Ditto lighting points for 1 way 4 gang switching.	12	No		
4.3.5	Ditto lighting points for 2 way 1 gang switch.	3	No		
4.3.6	Ditto lighting points for 2 way 3 gang switching.	18	No		
	TOTAL CARRIED TO COLLECTION		SHS.		-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
4.3.7	Lighting circuit fittings. 5Amp white moulded ivory flush mounting 1 way 1 gang plate switch as MK/HAVELLS/ CRABTREE/ MEM or equal and approved equivalent.	8	No		
4.3.8	Ditto 5Amp 1 way 2 gang plate switch as MK/CRABTREE/MEM/HAVELLS/ or equal and approved equivalent.	1	No		
4.3.9	Ditto 5Amp 1 way 3 gang plate switch as MK/CRABTREE/MEM/HAVELLS or equal and approved equivalent.	1	No		
4.3.10	Ditto 5Amp 1 way 4 gang switch as MK/CRABTREE/MEM/HAVELLS or equal and approved equivalent.	2	No		
4.3.11	Ditto 5Amp white moulded ivory flush mounting 2 way 3 gang plate switch as MK/CRABTREE/MEM/HAVELLS or equal and approved equivalent.	2	No		
4.3.12	1 x 4w LED bathroom model spherical IP 66 fitting as THORN / PHILIPS or equal and approved equivalent.	9	No		
4.3.13	1 x 600mm 9 watts T8 LED luminaire fitting complete with prismatic diffuser as THORN/PHILIPS or equal and approved equivalent.	5	No		
4.3.14	1 x 1200mm T8 LED 18W single Luminaire as THORN or equal and approved equivalent.	7	No		
4.3.15	600mm x600mm led panel 36w luminaire fittings complete with louvre diffuser as THORN /PHILIS or equal and approved equivalent.	39	No		
TOTAL CARRIED TO COLLECTION			SHS.		-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Power Circuits				
	NOTE:				
	All cables to be as East African Cables or equal and approved equivalent.				
4.3.16	Ceiling fan power points drawn in concealed 20mm diameter PVC heavy gauge conduit comprising of 3 x 1.5mm <sup>2</sup> pvc/sc Cu cables from as East African Cable or equal and approved equivalent.	5	No		
4.3.17	Fire alarm panel power points drawn in concealed 20mm diameter PVC heavy gauge conduit comprising of 3 x 4.0mm <sup>2</sup> pvc/sc Cu cables as East African Cables or equal and approved equivalent.	1	No		
4.3.18	White moulded ivory flush mounting 20Amp DP switch incorporating Neon light as MK/CRABTREE/MEM or equal and approved equivalent.	1	No		
4.3.19	15Amp power points for air conditioner circuit drawn in concealed 20mm diameter PVC heavy gauge conduit comprising of 3 x 4.0mm <sup>2</sup> pvc/sc Cu cables as East African Cables or equal and approved equivalent.	7	No.		
4.3.20	15Amp white moulded ivory flush mounting switched socket outlet MK/CRABTREE/MEM/HAVELLS for air conditioner circuit or equal and approved equivalent	7	No		
4.3.21	Ditto white moulded ivory flush mounting 20Amp DP switch for air conditioner circuit as MK/CRABTREE/MEM or equal and approved equivalent.	7	No.		
	TOTAL CARRIED TO COLLECTION		SHS.		-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Power Circuits Cont				
4.3.22	13Amp socket outlet power points drawn in concealed 20mm diameter heavy gauge conduit comprising of 3 x 2.5mm <sup>2</sup> pvc/sc Cu cables as East African Cables or equal approved equivalent.	35	No.		
4.3.23	1400mm 3 blade ceiling fan as ORIENT / CROMPTON complete with regulators or equal and approved equivalent.	5	No		
4.3.24	5Amp whitemoulded ivory 3 plate ceiling rose complete with 3-core 0.75mm <sup>2</sup> pvc flex cable and a biscuit ring as MK/ CRABTREE/HAVELLS/MEM or equal and approved equivalent.	5	No		
4.3.25	White moulded ivory flush mounting single switched 13Amp DP Socket outlet as MK/CRABTREE/MEM or equal and approved equivalent	1	No		
4.3.26	Ditto but twin switched 13Amp DP Socket outlets as MK/CRABTREE/MEM or equal and approved equivalent.	34	No		
4.3.27	UPS circuit for 13Amp socket outlets drawn in concealed 20mm diameter PVC heavy gauge conduit comprising of 3 x 4.0mm <sup>2</sup> pvc/sc Cu cables as East African Cables or equal and approved equivalent.	1	No		
4.3.28	45Amp Cooker Control Unit power point drawn in concealed 25mm diameter PVC heavy gauge conduit comprising of 3 x 6.00mm <sup>2</sup> pvc/sc Cu cables as East African Cables or equal and approved equivalent.	1	No		
	TOTAL CARRIED TO COLLECTION		SHS.		-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
4.3.29	Power Circuits Cont 45Amp white moulded ivory flush mounting cooker control unit incorporating 13Amp DP Socket outlet as MK/CRABTREE/HAVELLS/ MEM or equal and approved equivalent .	1	No		
4.3.30	Final connection of UPS circuit cables to 13Amp socket outlets power points drawn in concealed 20mm diameter PVC heavy gauge conduit comprising of 3 x 2.5mm <sup>2</sup> pvc/sc Cu cables as East African Cables or equal and approved equivalent.	6	No		
4.3.31	Extractor fan power points drawn in concealed 20mm diameter PVC heavy gauge conduit comprising of 3 x 4.0mm <sup>2</sup> pvc/sc Cu cables as East African Cables or equal and approved equivalent.	5	No		
4.3.32	15Amp SPN DP Extractor fan isolator switch as MK/CRABTREE/MEM/HAVELLS or equal and approved equivalent.	5	No		
4.3.33	Final connection of extractor fan circuit cables drawn in concealed 20mm diameter PVC heavy gauge conduit comprising of 3 x 2.5mm <sup>2</sup> pvc/sc Cu cables as East African Cables or equal and approved equivalent.	5	No.		
4.3.34	200mm (8") SPN washroom model extractor fan as ORIENT/CROMPTON or equal and approved equivalent MBS Engineer's specifications.	5	No		
	TOTAL CARRIED TO COLLECTION		SHS.		

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
4.3.35	Cable trunking installation 200 x 50mm 3 compartment oven baked galvanised mild steel cable trunking or equal and approved equivalent. (Approx. Mtrs).	60	Lm		
4.3.36	Ditto 13Amp twin socket outlet mounting plate to match item C to approval.	23	No		
4.3.37	Ditto data cable socket outlet mounting plate to match item C to approval.	18	No		
4.3.38	Ditto telephone cable socket outlet mounting plate to match item C to approval. Associated circuits Data /Telephone outlets.	5	No		
4.3.39	Computer data outlet point drawn in mild steel cable trunking / concealed 20mm diameter PVC heavy gauge conduit comprising of a draw wire	18	No		
4.3.40	Telephone outlet points drawn in mild steel cable trunking/concealed 20mm diameter PVC heavy gauge conduit comprising of a draw wire	5	No		
4.3.41	White moulded ivory flush mounting single data cable outlet socket as MK/CRABTREE/MEM or equal and approved equivalent.	18	No		
4.3.42	Ditto telephone cable outlet socket as MK/CRABTREE /MEM or equal and approved equivalent.	5	No.		
4.3.43	TV Co-axial cable outlet points drawn in mild steel cable trunking/concealed 20mm diameter PVC heavy gauge conduit comprising of a draw wire.	3	No		
	TOTAL CARRIED TO COLLECTION		SHS.		-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Associated circuits				
	Data /Telephone outlets cont.				
4.3.44	TV Co-axial white moulded ivory flush mounting cable outlet socket as MK/CRABTREE/MEM or equal and approved equivalent.	3	No		
	Consumer Units / Distribution Boards				
4.3.45	8 way TPN MCB flush mounting distribution board as MK/CRABTREE/MEM/HAVELLS or equal and approved equivalent.	1	No		
4.3.46	SPN MCBS to match item F above				
	(i) 10Amp	4	No		
	(ii) 20Amp	7	No		
	(iii) 30Amp	6	No		
	(iv) Blanking plates for ways NOT connected	7	No		
4.3.47	4-Core 25mm <sup>2</sup> PVC armoured supply cable as East African cables or equal and approved equivalent from TPN MCCB isolator switch within the switchroom to distribution board (ref: site instructions) - Approx. mtrs.	55	Lm		
4.3.48	125Amp TPN MCCB Isolator as MK/CRABTREE/MEM/HAVELLS or equal and approved equivalent.	1	No		
4.3.49	4-Core 25mm <sup>2</sup> pvc armoured supply cable as East African Cable or equal and approved equivalent from main busbar chamber distribution unit within the switchroom to TPN MCCB isolator switch (ref: site instructions) - Approx. mtrs.	10	Lm		
	TOTAL CARRIED TO COLLECTION		SHS.		-



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
4.3.50	Earthing to conform with the IEE / KPLC requirements 1 x 16.0mm <sup>2</sup> pvc/sc Cu cable earth wire insulated green/yellow as East African Cables connected to earth electrode (Approx mtrs) to approval	55	Lm		
4.3.51	Final Connection of 1 x 16.0mm <sup>2</sup> pvc/sc Cu cable earth wire to busbar main earthing terminal / associated earthing terminals and earth electrode to approval.	1	Item		
	TOTAL CARRIED TO COLLECTION		SHS.		
	COLLECTION				
	Brought Forward from page EXT/E29		SHS		
	Brought Forward from page EXT/E30		SHS		
	Brought Forward from page EXT/E31		SHS		
	Brought Forward from page EXT/E32		SHS		
	Brought Forward from page EXT/E33		SHS		
	Brought Forward from page EXT/E34		SHS		
	Brought Forward from page EXT/E35		SHS		
	Brought down from above		SHS		
	TOTAL FOR THIRD FLOOR CARRIED TO SUMMARY	SHS			-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
4.4.1	TESTING AND COMMISSIONING Testing and commissioning as required (respective installation tests) on completion before connecting to supply	1	Item		
4.5.2	KPLC SERVICE LINE APPLICATION AND CONNECTION. Allow Kshs. 250,000/= (Kenya Shillings Two Hundred and Fifty Thousand) only for KPLC service line application and connection.	1	Item		
	TOTAL FOR TESTING & KPLC SERVICE LINE APPLICATION AND CONNECTION CARRIED TO COLLECTION		SHS		-

**Solar Installation**

ITEM	DESCRIPTION	UNIT	RATE	QTY	AMOUNT
<b>4.6</b>	<b>PRELIMINARIES</b> The contractor must provide a detailed cost breakdown for each item				
4.6.1	The contractor must provide Technical descriptions for each proposed item and sufficient detail to allow to determine compliance of Bid with specifications as per Schedule of Requirements and Technical Specifications of this ITB. The contractor shall indicate all makes proposed and must attach relevant manufacturer Catalogue/data.				
4.6.2	The contractor shall submit the Manufacture testing certificate, country of origion, certified characteristics, test performance curves, spare parts regular (as recommended by manufacturer , maintenance manuals and manufacturers warranty for each components of the system for 5 years.				
4.6.3	Inspection Team The contractor Shall facilitate the attendance of Engineers from the supervision team and the Recipient to check the materials of the PV Solar equipments before delivering to Site.				
4.6.4	On site training Upon completion of the installation, the contractor shall organize an on site training program involving nominated employer's staff. Such a program shall be carried out during the commissioning phase. The cost of the training shall be deemed to have been included in the tendered rates.				
4.6.5	Contractor's Documents The contractor's documents must include all construction documentation required for the works. They must include all site information, structural and civil drawings, electrical services drawings at suitable scales showing final design calculations, symbols list, site plan, and single line diagrams for distribution boards, solar switchboards, and control systems.				
	<b>TOTAL CARRIED TO COLLECTION</b>				

ITEM	DESCRIPTION	UNIT	RATE	QTY	AMOUNT
4.6.6	<p>Operation and Maintenance Manuals</p> <p>The contractor must submit two hard copies on standard sized sheets and two electronic copy in-PDF format of the as built drawings including the wiring diagrams and PV single line diagrams, DC and AC wiring sizing calculations including cross sectional area of the wires used and voltage drop calculations, rating of all fuses and circuit breakers, operation and maintenance manuals for each different site. The manuals must contain PV system description and catalogues of all PV system components. They shall also contain maintenance schedules, commissioning data, PV system test certificates, a step by step startup and shut down procedure for the entire PV system, and description of the type and operation control of the inverter and charge controller. The contractor will maintain monthly visits during the maintenance period to carry out the necessary maintenance processes needed and respond promptly to any emergency needed to keep the system performance intact and perfect.</p>				
	TOTAL CARRIED TO COLLECTION				

ITEM	DESCRIPTION	UNIT	RATE	QTY	AMOUNT
<b>4.7</b>	<p><b>PHOTOVOLTAIC SOLAR SYSTEM WORKS</b></p> <p>General:</p> <ul style="list-style-type: none"> <li>• The system is designed to cover the ALL loads in Liwatoni Fisheries Office Block</li> <li>• The system will be grid interactive connected without battery backup system. The system will import from the grid when loads are being more than the generated from PV and supply surplus electricity to the grid when PV generates more than the loads.</li> <li>• Contractor shall submit shop drawings for all architectural, civil, electrical and a complete photovoltaic solar system works, including a single line diagram showing all the components of the PV system, DC and AC distribution boards, PV Arrays lay out and battery backup systems connections and cables, wires cross section for all the system to be approved by the Engineer before executing the work.</li> <li>• Contractor shall submit the catalogs of each component showing the requested specifications stated at the bill of quantity.</li> <li>• As-built drawings shall be submitted after handing over the work.</li> <li>• All junction boxes and DBs will be lockable type.</li> <li>• The price includes all builders' works, making good and reinstatement including necessary materials and workmanship as well as removal of unwanted materials to dump sites approved by the engineer to complete the job successfully.</li> <li>• All the following items include supply, install, commission and operate of the complete PV solar system.</li> <li>• Upon completion of the installation, the contractor shall organize an on site training program involving nominated employer's staff. Such a program shall be carried out during the commissioning phase. The cost of the training shall be deemed to have been included in the tendered rates.</li> </ul>				
<b>4.7.1</b>	<p><b>PV Modules – 35.2 Kwp:</b></p> <ul style="list-style-type: none"> <li>• The price includes all works, making good and reinstatement including necessary materials and workmanship as well as removal of unwanted materials to dump sites approved by the engineer to complete the job successfully.</li> <li>• Contractor must submit manufacturer warranty for solar panel for a period not less than 20 years.</li> <li>• Contractor must submit all the required certificates for each PV solar panel from.</li> </ul> <p>All works and materials must be according to the drawings, specifications and supervisor engineer instruction's and approval.</p>	<b>KWp</b>	<b>35.2</b>		
	<b>TOTAL CARRIED TO COLLECTION</b>				

ITEM	DESCRIPTION	UNIT	RATE	QTY	AMOUNT
4.7.2	<p>Inverters – 35.2 KW:</p> <p>Supply, install, connect and operate DC/AC grid tie 3-phase inverter with data communication unit with Ethernet connection .The inverterwith must be suited to any PV module configuration, and depending on the system design and installation proposed and for the future extended also. (Type is SMA or equivalent).</p> <p>The DC max power input rating should be equal or more than 35.2 KW of the PV modules capacity at standard test condition. The inverter unit shall be suitable for indoor and outdoor installations with IP65.</p> <p>The inverter AC nominal power output rating must be equal or greater than 35.2 KW compatible with the AC loads design.The inverter must include the safety concepts such as (triple protection with optiprotect, electronic strings fuses, self-learning string failure detection, DC surge arrestor type 2 ) to ensure max availability. The price includes :</p> <ul style="list-style-type: none"> <li>• Supply, install and connect (monitoring and controlling unit) for all PV solar system installed especially compatible with the inverters, with all needed accessories, interface modules &amp; data cables and all connections needed to complete and connect the monitoring system to internet.</li> <li>• Supply ,install and connect all DC cables appropriately sized in accordance with the installation requirements and to connect the inverters with PV system designed with all conduits, clamps, trays and cable terminations end which shall be DC plug and socket connectors to have a complete job, the allowable voltage drop for DC cables between inverters and PV system not less than 1%.</li> <li>• Inverters shall allow an adjustable power factor minimum AC output power with all necessary electrical cables, earthing system, Conduits, trays and all other materials and workmanship needed to connect with the main distribution panel according to the engineer's instruction and approval and have a complete job.</li> <li>• The contractor must submit manufacturer warranty for each inverter for a period not less than 5 years. All works and materials must be according to the drawings, specifications and supervisor engineer instruction's and approval.</li> </ul>	UNIT	1		
	TOTAL CARRIED TO COLLECTION				

ITEM	DESCRIPTION	UNIT	RATE	QTY	AMOUNT
4.7.3	<p>PV Mounting structure: Supply and install Module mounting structure from Aluminium profile structures to fix the photovoltaic panels on the roof including profiles composed of extruded aluminium, rivets with seal of an aluminium body and shank, a neoprene rubber seal and all accessories and supports. The structure must be suitable to the dimension of selected PV modules and PV numbers, the mounting provides a fixed inclination of the modules 30 degree with vertical supports, plates, screws and casting concrete foundations B250 (0.4*0.3*0.2) m3 for each leg, the structure profile includes bracing and double hot galvanized angles for dividers. The mounting structures and the foundations must be designed structurally to be suitable to withstand all static loads (weight of modules, wind loads etc) that might occur according to the Site conditions. The mounting structure components are bonded together to guaranty potential equalization.</p>	LS	1		
4.7.4	<p>Earthing for PV Solar System: Supply,install,connect and operate complete independent earthing system for PV solar system, must be separated of the main earthing system to obtain 2 ohm max resistance. the item includes (2 copper electrodes 15mm2 driven into ground, manholes with iron cover, earth joints, clamps, ducts , conduits and 25 mm2 flexible earthing copper wires and cables from the PV system components to the electrode to complete the system as specifications and supervisor engineer instruction's and approval.</p>	UNIT	2		
4.7.5	<p>Electrical Works General:</p> <ul style="list-style-type: none"> <li>• The items in general shall also include conduits, connection boxes, controls, wires, connectors, clamps, bolts, and connecting the cables to switchboards and common electric network are included in the unit price.</li> <li>• Contractor shall submit shop drawings for all electrical works to be approved by the Engineer before executing the work.</li> <li>• As-built drawings shall be submitted after handing over the work.</li> <li>• All the electrical works shall be executed according to Standards, drawings, specifications and supervisor engineer instructions.</li> </ul> <p>All installation shall be in accordance with :</p> <ul style="list-style-type: none"> <li>• The drawings , specifications and instructions and demands of the engineer.</li> </ul> <p>The electricity law and electrical code requirements of the IEEE Standards.</p>				
	TOTAL CARRIED TO COLLECTION				

ITEM	DESCRIPTION	UNIT	RATE	QTY	AMOUNT
<b>4.8</b>	<b>SOLAR POWER MAIN DISTRIBUTION BOARD (MDB)</b>				
4.8.1	Supply, install and commission solar power main distribution panel board (PVMDB) with 30% free space, the panel made of galvanized steel sheet and frame 2mm thick, painted with anti-static primer paint and 2 coats of final polyester paint . As required by the engineer. The panel should be factory assembled c/w pvc coated cu bus bars of adequate sizes and all other accessories and civil works that may needed to complete the job and hand over in operable conditions trenches, power and control wires, terminals bus bars neutral bus bar, earthing bus bar ducts, supports, labels and numbers and all necessary accessories to complete the work. According to Standards, drawings, specifications and supervisor engineer instructions. (Type is MOELLER or equivalent). The panel size must achieve at least 30% free space and the size of panel will be determined after shop drawings and that all internal components were agreed upon. The panel shall include but not limited to the followings	NO	1		
4.8.2	M.C.C.B 4x63A. Type Moeller NZMN1-4-63 or approved equivalent.	No.	2		
4.8.3	M.C.C.B 4x63A with motor operator. Type Moeller NZMB1-4-63 or approved equivalent.	No.	1		
4.8.4	M.C.C.B 4x63A . Type Moeller NZMB1-4-63 or approved equivalent.	No.	1		
4.8.5	AC3-380V four poles contactor DIL-M150. Type Moeller or approved equivalent.	No.	1		
4.8.6	AC3-380V four poles contactor DIL-M150 with SPI decoupling protection. Type Moeller or approved equivalent.	No.	1		
4.8.7	M.C.C.B 4x25A. Type Moeller NZMB1-4-A25 or approved equivalent.	No.	3		
4.8..8	Miniature circuit breaker 3x10A with S.C.C. 15KA. Type Moeller.	No.	1		
4.8..9	Miniature circuit breaker 2x32A with S.C.C. 15KA. Type Moeller.	No.	9		
4.8.10	H.R.C 3x125A fuseable circuit breaker. Type Moeller or approved equivalent.	No.	1		
4.8.11	Surge protection device of 100KA short circuit capacity to secure the over all system (data and power) against lightnings and surges strikes, including connecting the device to earthing system and all needed accessories. Type Moeller.	No.	1		
	<b>TOTAL CARRIED TO COLLECTION</b>				



ITEM	DESCRIPTION	UNIT	RATE	QTY	AMOUNT
<b>2</b>	<b>CABLES AND CONDUITES</b> supplying, connecting, and termination of the following XLPE CU cables with all required electrical and civil works, laying under ground PVC piping system, manholes, excavation, warning tapes, backfilling and all required civil works to finish the work according specifications and demands of the supervising engineer, to connect cables terminals from source to destination. According to drawings, specifications , instructions, and demands of the supervising engineer. as follow:				
2.1	XLPE multi core Cu cable (5x16 mm <sup>2</sup> ) mm <sup>2</sup> from MDB to Solar system room .	LM	50		
2.2	XLPE multi core Cu cable 5x10 mm <sup>2</sup> From PVMDB-solar to MDB.	LM	50		
	TOTAL CARRIED TO COLLECTION		<b>SHS.</b>		-
	COLLECTION				
	Brought Forward from page EXT/E39		SHS		
	Brought Forward from page EXT/E40		SHS		
	Brought Forward from page EXT/E41		SHS		
	Brought Forward from page EXT/E42		SHS		
	Brought Forward from page EXT/E43		SHS		
	Brought Forward from page EXT/E44		SHS		
	Brought down from above		SHS		
	TOTAL FOR SOLAR INSTALLATION CARRIED TO SUMMARY PAGE				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SUMMARY				
A	Brought forward from Page EXT/E9 GROUND FLOOR	SHS.			
B	Brought forward from Page EXT/E11 TPN POWER CIRCUIT	SHS.			
C	Brought forward from Page EXT/E12 MAIN POWER DISTRIBUTION BOARD/ CONTROL PANEL				
D	Brought forward from Page EXT/E20 FIRST FLOOR	SHS			
E	Brought forward from Page EXT/E28 SECOND FLOOR	SHS			
G	Brought forward from Page EXT/E36 THIRD FLOOR	SHS			
H	Brought forward from Page EXT/E37 TESTING & COMMISSIONING	SHS.			
I	Brought forward from Page EXT/E38 KPLC SERVICE LINE APPLICATION AND CONNECTION	SHS.			
I	Brought forward from Page EXT/E45 Solar Installation	SHS.			
	TOTAL CARRIED TO MAIN SUMMARY PAGE	SHS			-

**BILL NO 5: MECHANICAL INSTALLATION WORKS**

Item	Description	Qty	Unit	Rate	Amount
	<b><u>SANITARY FITTINGS</u></b> Supply, deliver, install and fix the following sanitary fittings including all materials and jointing to supply wastes/soil and overflow pipes. Twyfords Ltd products are specified only as an indication of quality. Equal and approved appliances may be supplied .Where trade names are mentioned the Ref.No.is intended only as a guide to the type and quality of fittings				
5.0.1	<b>Water Closet (WC) Suite</b> Water closet suite (S or P trap) in approved colour complete with horizontal outlet to BS 3402 with 7.5 litres valveless close coupled ceramic(top flush) cistern and fittings including siphone,15 mm diameter side inlet ball valve,20mm diameter side overflow, plastic flush bend, inlet connections, chrome plated lever and heavy plastic set and cover with metal top fixed (CP) hinges. All to be as <b>TWYFORDS Classic</b> water closet or equal approved	7	NO		
5.0.2	Ditto but for physically challenged complete with grab rails and all accessories to approval.	9	NO		
5.0.3	<b>Wash Hand Basin</b> Counter top Wash hand basin size 510mmx420mm with one tap hole and chain stay hole, concealed wall brackets, chrome plated pillar tap as <b>COBRA</b> and chain waste 1 1/4" and white plastic bottle trap 1 1/4" P trap and complete with tile finish, all to be as <b>TWYFORD</b>				
5.0.4	<b>'SOLA'</b> or equal approved Ditto but for physically challenged complete with elbow action type pillar tap and all accessories to approval.	11	NO		
		9	NO		
5.0.5	<b>URINAL</b> Urinal in approved colour vitreous china comprising 2 No bowls c/w bowl support,1 No. division, 7.5 litres automatic ceramic cistern ref CX8611WH and fittings including siphon ball valve, cistern supports and drip trap in brass, CP bottle trap, flush pipe and spreader with all connections. To be as TWYFORDS or approved equivalent	4	NO		
	<b>Total carried to Summary</b>				-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
5.0.6	Chrome plated towel rail 650mm long with the rail and brackets as one piece.	12	NO		
5.0.7	Automatic hand drier in approved colour, operating on an infra-red automatic sensing system with safety cut out c/w plastic rawl plugs and fixing screws. The hand drier to have a heating capacity of 2.1KW and performance flow rate about 4 cubic metres/minute and to be of size 270x264x143mm deep and to be as WANDWORTH BUNNIE model HDZ or approved equivalent	12	NO		
5.0.8	Wall mounted soap dispenser with a capacity of about one litre ,having a press action soap release mechanism c/w fixing screws. To be as MEDICLINICS or approved equivalent	12	NO		
5.0.9	Arabic Shattaf Bidet spray c/w tube and head and fixing to wall.	16	NO		
5.0.10	Toilet roll holder in vitreous china or BS3402 in white colour of size 165x165mm and recessed into wall. all as TWYFORDS or equal and approved	16	NO		
5.0.11	Toilet brush and holder in vitreous china or equal and approved	16	NO		
5.0.12	Robe hook in Satin Aluminium to be mounted by concealed screws to wall wedges.	16	NO		
5.0.13	6mm thick polished plate glass, silver backed mirror with beveled edges, size 600x500mm plugged and screwed to wall with 4 No. chrome plated dome capped screws and 5mm foam back nest	20	NO		
5.0.14	Single bowl single drainer stainless steel kitchen sink made from 20SWG (1.0mm) thick stainless steel as manufactured by ASL, size 1500x600mm, bowl size 430x420mm c/w overflow, waste fittings, plugs, chain stays and 40mm diameter PVC bottle trap with 75mm deep seal c/w chrome plated sink mixer as COBRA or equal approved	4	NO		
5.0.15	Supply and install Toilet/ kitchen Axial Air Extractor fan including power points comprising of 2.5mm <sup>2</sup> PVC/SC copper cables drawn in trunking and c/w DP switches.	16	NO		
	<b>Total carried to Summary</b>				-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b>INTERNAL PLUMBING</b> Supply ,deliver and install polypropylene random (PPR) PN-25 Oxy stable pipe work to DIN 8077.Pipe jointing shall be by polyfusion or use of electric coupling. Tenderer must allow for jointing, clippings, couplings, metal/plastic threaded adaptor where required for the connection of sanitary fixtures, valves, sockets, sliding and fixed joints, support raceways, isolating sheaths, elastic materials ,expansion arms and bends ,cross overs etc. where pipework is not chased proper anchoring using approved fixures shall be done . No pipework shall be left exposed to the sun.				
	<b>PPR PIPE</b>				
5.0.16	25mm diameter PPR pipe	20	LM		
5.0.17	20 mm diameter PPR pipe	60	LM		
	<b>Extra over PPR pipework</b>				
	<b>Bend</b>				
5.0.18	25mm dia PPR	12	NO		
5.0.19	20mm dia PPR	30	NO		
	<b>Equal Tees</b>				
5.0.20	25mm dia PPR	8	NO		
5.0.21	20mm dia PPR	20	NO		
	<b>Reducers</b>				
5.0.22	20X15mm	40	NO		
5.0.23	25mm Adaptor	8	NO		
5.0.24	Ditto but 20mm	40	NO		
	<b>Gate valves</b>				
	Approved medium pressure screw down full way non-rising stem wedge gate valve to BS 1952 with wheel and head joints to tubing.To be as PEGLAR or equal approved				
5.0.25	25mm dia.	8	NO		
5.0.26	25mm ball valve	0	NO		
5.0.27	15mm angle valve	40	NO		
5.0.28	15mm dia.x300mm long flexible tubing	40	NO		
5.0.29	Allow for flushing and sterilization of the system	ITEM			
	<b>Total carried to Summary</b>				-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b>INTERNAL DRAINAGE</b> Supply and fix uPVC soil system to BS4660 and BS4515 and muPVC waste systems to BS5255 with screwed and socketed joints to BS21. Solvent welded joints shall be as per the systems manufacturers written instructions. Tenderers must allow in their pipe work prices for all the couplings, connectors, joints etc as required in the running lengths of the pipe work and where necessary for fixing clips, holder bats plugged and screwed . all drainage pipes to be as Key Terrain or equal approved. Allow for connections to the nearest manholes.				
	<b>uPVC and muPVC pipework</b>				
5.0.30	150mm heavy duty golden brown pipe class D	12	LM		
5.0.31	100mm heavy duty golden brown pipe class D	30	LM		
5.0.32	40mm heavy duty grey pipe class D	30	LM		
5.0.33	32mmditto	60	LM		
	<b>Extra over Upvc and muPVC pipework</b>				
	<b>Bends</b>				
5.0.34	100mm dia. inspection bend	16	NO		
5.0.35	40mm dia.	6	NO		
5.0.36	32mm dia.	12	NO		
	<b>Tees</b>				
5.0.37	40mm dia. Sweep Tee	3	NO		
5.0.38	32mmditto	10	NO		
	<b>Access cap</b>				
5.0.39	100mm dia.	16	NO		
5.0.40	40mm dia Tee and Plug	4	NO		
5.0.41	32mmditto	12	NO		
	<b>Traps</b>				
5.0.42	100x50mm floor trap and grating	32	NO		
5.0.43	300x300mm masonry gully trap c/w m.s cover	4	NO		
	<b>Boss connectors</b>				
5.0.44	100x40mm	4	NO		
5.0.45	100mm WC connector	16	NO		
5.0.46	100mm PVC double branch	3	NO		
5.0.47	750x600x1000mm deep masonry man hole complete with medium duty CI man hole cover complete with frame	6	NO		
	<b>EXTERNAL DRAINAGE</b>				
5.0.48	Excavate for large pipes and backfill after laying pipe (provisional)	20	LM		
5.0.49	150mm heavy duty golden brown pipe class D	20	LM		
	<b>Total carried to Summary</b>				-

**HOSEREEL SYSTEM**

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b>HOSE REEL SYSTEMS</b>				
5.0.50	<b>Supply, delivery and installation of hose reel system</b> <b>Hose reel</b> 25mm diameter, 30m long swinging type fire hose reel complete with delivery valve, mild steel feed pipe, isolation valve guide, electro-galvanized surface mounted hose reel cabinet in approved colour and all other accessories as GERMANIA or equal approved	4	NO		
5.0.51	<b>Pumps for boosted hose reel system (brochure/catalogue must be attached)</b> Fully automatic packaged unit water pressure booster pump set capable of delivering 2.3litres/second against a static head of 25metres. The pump set shall comprise of 2 No. pumps (one duty, the other on standby), mountings, control gear, pressure switch and pneumatic vessel, all to be on common frame.  Control shall be effected via a pressure switch through a pre-wired control panel, and which shall give full automatic changeover from duty to standby after every cycle of operation. The controls shall also include motor under voltage/over voltage protection devices and incorporate a float switch for protection against dry running. The pump set shall be pre-assembled complete with pipe work and fittings (unions, strainers, isolation valves, non return valves etc) ready for connection to water tank outlet and to the hose reel supply to pipe work The pump set shall be as Pullen Fire Pak as manufactured by pullen pumps or equal approved	1	NO		-
5.0.52	<b>Control Panel</b> The control panel shall have removable front access cover and shall be made of anodized mild steel. To be complete with motor control gears, internal buttons with automatic change over, overload protection, power surge protection, cables, low level cut out switch at the intake buttons for change from automatic to manual operation, contactors, timers and all other accessories necessary for the automatic operation of the pump	1	NO		
	<b>Total carried to Summary</b>				-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>Hose reel System</u></b>				
	<b><u>Associated pipe work</u></b>				
	Supply, delivery and installation of galvanized mild steel piping and fittings with screwed & socketed joint to medium grade class B to BS.1387				
	<b>GMS Pipe work</b>				
5.0.53	50mm diameter GMS pipe	20	LM		
5.0.54	25mm ditto	8	LM		
5.0.55	20mm ditto	4	LM		
	<b>Extra over pipe work</b>				
5.0.56	50mm bend/elbow	4	NO		
5.0.57	25mm ditto	4	NO		
5.0.58	20mm ditto	4	NO		
	<b>Tees</b>				
5.0.59	50x50x25mm tee	4	NO		
5.0.60	50mm diameter flange	4	NO		
	<b>Reducers</b>				
5.0.61	50x25mm GMS reducer	4	NO		
5.0.62	25x20mm ditto	4	NO		
5.0.63	50mm dia plug	4	NO		
	<b>Unions</b>				
5.0.64	50mm dia union.	4	NO		
5.0.65	20mm ditto	4	NO		
	<b>Valves</b>				
5.0.66	50mm diameter approved medium pressure screw down full way non- rising stem wedge gate valve to BS1952, with wheel and head joints to tubing .the gate valve to be as PEGLER or equal approved	1	NO		
5.0.67	25mm ditto	4	NO		
	<b>Fire Notice</b>				
5.0.68	Fire signage	8	NO		
	<b>Total carried to Summary</b>				-



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>Portable fire protection equipment.</u></b>				
	<b>Supply delivery and installation of portable fire protection equipment:</b>				
	<b>Carbon dioxide gas fire extinguisher</b>				
5.0.69	5kg carbon dioxide gas portable fire extinguisher complete with pressure gauge, initial charge and mounting brackets	4	NO		
	<b>Dry chemical powder</b>				
5.0.70	6kg dry chemical powder portable extinguisher complete with initial charge and mounting brackets	8	NO		
	<b>Water/carbon dioxide gas fire extinguisher</b>				
5.0.71	9 litres water/carbon dioxide gas portable fire extinguisher complete with pressure gauge, initial charge and mounting brackets	4	NO		
5.0.72	225mm diameter gong manual alarm bell	4	NO		
5.0.73	Plastic box first aid kits(fire fighting)complete with the following (i)20 individually wrapped sterile adhesive dressing(assorted sizes) (ii)2 sterile eye pads. (iii)4 individually wrapped triangular bandages (iv)6 safety pins (v)6 medium sized individually wrapped sterile unmediated wound dressings(18cm x 18cm) (vi) 1 pair of disposal gloves.	2	PAIR		
	<b><u>SMOKE DETECTOR</u></b>				
5.0.74	4 - zone Addresable Panel	1	NO		
5.0.75	Aspirating Smoke Detector System	ITEM			
5.0.76	Associated Sampling Piping	ITEM			
5.0.77	PSU	1	NO		
5.0.78	Addressable Combined Heat & Smoke Detector	40	NO		
5.0.79	Addressable Call Point Model HCP-E(SCI) or approved equivalent	4	NO		
5.0.80	Addressable Sounder Beacon Model CHQ-WSB2 or approved equivalent	1	NO		
5.0.81	Conduiting	ITEM			
5.0.82	Fire Resistant Cabling	ITEM			
5.0.83	Allow a sum of Kshs20,000.00 for Programming	ITEM			
	<b>Total carried to Summary</b>				-

## DRY RISER INSTALLATION

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b>DRY RISER INSTALLATION</b>				
	<b>Supply and installation of dry riser</b>				
	<b>Sheet Metal Box</b>				
5.0.84	Inlet breeching sheet metal box with wired glass door secured with spring locks openable from inside by smashing the glass and releasing the catch on the lock	1	NO		
	<b>Inlet breeching</b>				
5.0.85	Inlet breeching with twin inlets, each inlet consisting of a 65mm diameter male instantaneous coupling with a non- return valve and black cap secured with a short length of chain	1	NO		
	<b>Landing valve</b>				
5.0.86	65mm diameter ,gunmetal gate pattern landing valve with flanged inlet and female instantaneous outlet fitted with plug secured by short chains, complete with 65mm diameter long canvas horse, branch pipe and nozzle	1	NO		
5.0.87	65mm diameter drain valve on the inlet breeching	1	NO		
5.0.88	25mm release valve	1	NO		
	<b>Canvas Hose</b>				
5.0.89	65mm diameter ,canvas hose,30metres long designed for a bursting pressure of 34 bars complete with instantaneous coupling	1	NO		
	<b>Associated pipe work</b>				
5.0.90	Supply and installation of Galvanized mild steel piping and fittings with screwed & socketed joint to medium grade class B to BS 1387				
	<b>GMS pipe work</b>				
5.0.91	100mm diameter pipe	10	LM		
5.0.92	65mm ditto	12	LM		
5.0.93	50mm ditto	12	LM		
	<b>Extra over piping</b>				
5.0.94	100mm diameter bends/elbows	1	NO		
5.0.95	65mm ditto	1	NO		
5.0.96	100x100x65mm Tee	1	NO		
5.0.97	65mm flange	1	NO		
5.0.98	50mm isolating valve	4	NO		
	<b>Total carried to Summary</b>				-

**FIRE HYDRANTS**

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
5.0.99	<b>Fire Hydrants</b> Supply, deliver and install a 100mm diameter screw down type fire hydrant conforming to BS750: 1977 complete with copper alloy spindle complying with requirements of BS2874 and having a thread machined of trapezoidal form, cast iron spindle cap secured to the spindle by an M12hexagonal socket set screw to BS4168,a tapered key suitable for the spindle cap, a screw outlet with cast iron cap attached to the hydrant body by a chain. All other accessories necessary for the proper functioning of the hydrant. The hydrant to be as GREENFIELD type or equal approved	1	NO		
5.0.100	<b>Hydrant key and cover key</b> A suitable hydrant key and hydrant cover key for operating the fire hydrant valve	1	NO		
5.0.101	100mm drain valve	2	NO		
5.0.102	25mm air release valve	2	NO		
5.0.103	<b>Booster pumps</b> Supply, deliver ,and install electrically driven twin booster pumps capable of delivering 4.2litres/sec against a static head of 32metres with a 3-phase power source . The pump to be as GRUNDFOOS model CR30-30 or equal approved. The pump to be install on an anti-vibration mounted platform	1	NO		
5.0.104	100litres pressure vessel	1	NO		
5.0.105	Allow for pressure testing and commissioning of all the water reticulation installation to the satisfaction of the Engineer	ITEM			
	<b>Total carried to Summary</b>				-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
5.0.106	<b><u>BOREHOLE DRILLING</u></b> Allow for carrying out hydro-geological survey to confirm availability of sufficient underground water.	ITEM			
5.0.107	Drill a bore hole of 200mm diameter to sufficient water level (30-50) metres below ground level.	1	NO		
5.0.108	Supply and install 150mm diameter heavy gauge class D PVC casing.	20	LM		
	<b><u>BOREHOLE PUMP</u></b>				
5.0.109	Supply & fix Grundfos SP5A-12 1.5HP, 3-Phase water pump capable of discharging 7 cubic metres of water per hour against a total head of 50 metres including testing for two hours.	1	NO		
5.0.110	Supply and fix electronic pump controller as DRYTEK complete with drop cables, electrodes, isolator, under/over voltage and dry run protection and connection to existing power.	1	NO		
	<b><u>FITTINGS</u></b>				
5.0.111	Supply and fix all necessary piping and fittings including excavations and civil works from the borehole to the overhead tank, including a standard well cap.	ITEM			
5.0.112	3000 litres capacity cold water storage tank. The tank to be assembled c/w cover and having screwed connections for inlet, outlet, overflow, drain pipes and any other necessary item for its proper functioning. The tank shall be as ROTO or equal and approved.	2	NO		
5.0.113	Float switch complete with associated wiring.	1	NO		
5.0.114	Allow for testing for at least two hours.		ITEM		
	<b>Total carried to Summary</b>				-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b>Supply, delivery, installation, testing and commissioning of the following split air conditioning system. prices to be inclusive of all taxes and must be inclusive of all refrigeration and condensate pipe work ,clip sleeves ,mounting brackets etc and air conditioning controls for proper functioning of the units</b>				
5.0.115	24,000BTU/HR single split remote controlled air conditioner inclusive of wall mounted outdoor unit c/w support brackets. indoor unit to be of high wall mounted type. The air conditioner shall operate on ozone friendly refrigerant and to be as LG or equal approved.	5	NO		
5.0.116	Ditto but 18,000BTU/HR	7	NO		
5.0.117	Ditto but 12,000BTU/HR	6	NO		
	<b>OTHER ACCESSORIES</b>				
5.0.118	power protection units AVS 30) as SOLATEK or equal approved	18	NO		
5.0.119	Refrigeration copper pipework liquid line 3/8" and gas line 7/8" including amaflex insulation for each of the air conditioners.	ITEM			
5.0.120	25mm PVC drainage pipework for each of the indoor units	ITEM			
5.0.121	Power points comprising of 4mm <sup>2</sup> PVC/SC copper cables drawn in 20mm diameter HG PVC conduit for socket outlet and including MCBs.	18	NO		
5.0.122	20 A double pole switch c/w neon lights and top plugs	18	NO		
	<b>Total carried to Summary</b>				-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
5.0.123	<p><b><u>LIFT</u></b>  <i>Supply, delivery, installation, testing and commissioning lift with the following specifications. Prices to be inclusive of all taxes and must be inclusive of all accessories and controls for proper functioning of the lift.</i></p> <p>Machine Roomless passenger lift with passenger capacity of 6-12 persons, speed of 1.0-1.75 m/s, ceiling, walls and handrail to mirror stainless steel finish and marble mosaic floor finish to approval, and including safety/protection and display devises and all accessories and controls for proper functioning of the lift. The unit shall be of model OTIS or equal and approved equivalent.</p>	1	NO		
	<b>Total carried to Summary</b>				-
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
5.0.123	<p><b><u>COMMON KITCHEN</u></b>  4 No. Burner gas cooker range on metal stand fabricated from 50x20mm RHS tube top and stand and complete with 4 No. burners and regulators.</p>	1	NO		
5.0.124	Manifold pipe with four number tapplings to gas cylinder and c/w mounting plugs and support	1	NO		
5.0.125	50kg L.P gas storage tank/c/w gas pressure gauge and initial charge.	2	NO		
5.0.126	5/16" dia approved, lever operated control valve	1	NO		
5.0.127	5/16 mm dia pressure regulator as Rego 2403 V.9 complete with connections and brackets for gas tank	1	NO		
5.0.128	5/16 dia copper tubing	10	LM		
	<b>Extra-Over Brass pipework</b>				
5.0.129	High pressure universal adaptor	1	NO		
5.0.130	5/16 dia adaptors c/w flare nuts	8	NO		
5.0.131	15mm GI pipe	10	LM		
5.0.132	Allow for construction/supply and installation of a grease trap.	1	NO		
5.0.133	Allow for all associated builder,s works in drilling/cutting of floor slabs and walls and making good disturbed surfaces to the satisfaction of the Engineer	ITEM			
5.0.134	Allow for testing, setting work to specification and to satisfaction.	ITEM			
	<b>Total carried to Summary</b>				-

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>SUMMARY</u></b>				
A	Brought Forward from M/1				
B	Brought Forward from M/2				
C	Brought Forward from M/3				
D	Brought Forward from M/4				
E	Brought Forward from M/5				
F	Brought Forward from M/6				
G	Brought Forward from M/7				
H	Brought Forward from M/8				
J	Brought Forward from M/9				
K	Brought Forward from M/10				
L	Brought Forward from M/11				
M	Brought Forward from M/12				
N	Brought Forward from M/12				
	TOTAL CARRIED TO SUMMARY PAGE				-

**BILL NO 6: ESMP**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
6.0.1	<p><b>BILL NO. 6: ESMP</b></p> <p><b><u>PRELIMINARIES FOR HEALTH AND SAFETY, AIR AND NOISE MONITORING &amp; CONTROL, WASTE MANAGEMENT</u></b></p> <p><b>SAFETY, HEALTH AND WELFARE OF WORKERS</b></p> <p>The Contractor shall allow for providing for the safety, health and welfare of work people and for complying with any relevant Ordinances, Regulations or Union Agreement</p> <p>In addition to complying with the requirements of the Occupational Safety &amp; Health Act 2007 and the Factories Act, the Contractor and Sub-Contractors shall be required to comply in all respects with the Factories (Building Operations and Work of Engineering Construction) rules together with the Construction Safety Plan in compliance with International Labour Organizations (ILO) Regulations.</p> <p>The Contractor will further be required to identify a Site Safety Officer in accordance with the above Rules who will be responsible for the health and safety of workers on the site. This include awareness and sensitization of risk of spread of HIV/AIDS ,Gender Equity, Sexual Harassment and abuse amongst workers in the workplace,Spread of COVID-19 amongst community members during consultation processes and Grievance redress mechanism.</p> <p>The Contractor will also be required to provide approved good quality hard hats, gumboots and other necessary protective gear for all workers on site including Sub-Contractors' workers and also for the exclusive use by the Clerk of Works and representatives of the Employer and Consultants.</p> <p>The Contractor will also be required to provide approved good quality hard hats, gumboots and other necessary protective gear for all workers on site including Sub-Contractors' workers and also for the exclusive use by the Clerk of Works and representatives of the Employer and Consultants.</p>				



	<p>The Tenderer's attention is drawn to the fact that the Employer reserves the right to hold back the amount priced against this Clause either in full or in part due to any non-performance on the Contractor's part of his obligations under this Clause.</p> <p>The tenderer's attention is further drawn to the fact that he is required to submit with his tender a detailed write-up on how he intends to implement the above Construction Safety Plan. It should be noted that this write-up will form a heavily weighted criteria in the evaluation of the tenders.</p> <p>Adequate temporary Notices and Signs shall be posted to indicate e.g. that "building operations are in progress" and "entry is at ones own risk" or "trespassers are liable to be prosecuted" or such other Notices and Signs as the Architect may consider necessary from time to time. The design and location of such signs will be to the approval of the Architect.</p> <p>Carried to Collection</p>	Item	1	1,000,000.00 Ksh	1,000,000.00 <b>1,000,000</b>
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
6.1.1	<p><b>SANITATION OF THE WORKS</b></p> <p>The sanitation of the works shall be provided, maintained and removed on completion by the Contractor to the satisfaction of the Architects, health department and local Authorities.</p> <p>The sanitation shall be for the use by Contractors and sub- Contractors workmen etc without charge.</p> <p>The Latrine/toilet shall be enclosed plastered and painted masonry wall, corrugated sheets roofs ,with concrete tiled floors to facilitate washing. Their location shall be agreed with the Architects and the works shall not be commenced before the sanitary accommodation has been approved by the above mentioned authorities.</p> <p>The Contractor will be required to pay all conservancy charges and shall ensure clean daily maintenance and disinfecting of the latrines/toilet, and not less than once per week, the whole area shall be sprayed with disinfectant</p>	Item	1	300,000.00	300,000.00

6.1.2	<p>and insecticides and any temporary drains shall be removed and all works and surfaces disturbed made good and then the whole area disinfected and left clean and free from pollution to the satisfaction of the Architect and local authorities.</p> <p><b>PREVENTION OF DISTURBANCE AND NUISANCE</b></p> <p>Tenderers should note that normal activities shall be continuing in the surrounding buildings during the construction period.</p> <p>Minimum disturbance by noise, dust, water or movement of vehicles, materials, labour or plant must be caused to the function of the existing adjacent buildings in the vicinity and the occupants and staff therein. The Contractor shall comply with all instructions issued by the Employer or Architect with regard to minimizing such disturbances.</p> <p>The Contractor shall not directly or indirectly or otherwise by himself or through his agents cause nuisance. Should he do so he shall be directly responsible for such acts.</p> <p>The works and such sections of the site necessary shall be under the entire care and control of the contractor during the whole period of the contract and shall take all possible precautions to prevent any nuisance, inconvenience or injury to the holder or occupiers of the existing or surrounding properties and to the public generally, and shall at all times keep all paths and roads affected by the works in a safe and clear state, and shall use proper precautions to ensure the safety of all wheeled traffic and pedestrians.</p> <p>Carried to Collection</p>	Item	1	150,000.00 Ksh	150,000.00 <b>450,000</b>
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
6.2.1	<p><b>CLEANING, REMOVAL OF PLANT AND RUBBISH ETC</b></p> <p>The Contractor shall upon completion of the works remove and clear away all temporary buildings, scaffolding, plant, rubbish and unused materials, surplus excavated materials and shall leave the whole of the site of the works in a clean and tidy state to the satisfaction of the Architect, including clearing away and making good all traces of dirt.</p>				

6.2.2	Particular care shall be taken in leaving windows, floors and fittings clean and the removal of all paint and cement stains therefrom. He shall also remove all rubbish and dirt from the site as it accumulates or as directed by the Architect. The Contractor is to find his own dump and shall pay all charges in connection therewith.	Item	1	50,000.00	50,000.00
	<b>AMBIENT AIR QUALITY AND NOISE MONITORING</b>				
	The Contractor to carry out continuous monitoring of the ambient air quality and Noise measurements as well as vibration monitoring on quarterly basis during the construction phase and this should be done at different weather and seasons to ensure that all the weather patterns are taken into consideration during the monitoring process.	Item	1	400,000.00	400,000.00
	Carried to Collection			Ksh	<b>450,000</b>
	Section No. 7 ESMP <b><u>SECTION SUMMARY- ESMP</u></b>				
	Total Brought Forward from Page No.		Page No. 22/1 22/2 22/3		1,000,000 450,000 450,000
	<b>Carried to Final Summary</b>			Ksh	<b>1,900,000</b>
	Section No. 22 ESMP				

**BILL NO 7: DAYWORKS**

Item	Description	Unit	Qty	Rate	Amount
	<b>BILL NO. 7: DAYWORKS</b>				
	<u>The dayworks rates priced below should include all overheads and profits</u>				
	<u>Provision of labour</u>				
7.1.1	Porter	Hrs	10		
7.1.2	Semi-skilled	Hrs	10		
7.1.3	Mason/	Hrs	10		
7.1.4	Steel fixer	Hrs	10		
7.1.5	Carpenter	Hrs	10		
7.1.6	Painter	Hrs	10		
7.1.7	Tile fixer	Hrs	10		
7.1.8	Welder/Electrician	Hrs	10		
7.1.9	Foreman	Hrs	10		
7.1.10	Carpenter for joinery	Hrs	10		
7.1.11	Plumber	Hrs	10		
7.1.12	Electrician	Hrs	10		
	<u>Provision of plant</u>				
	<u>Any plant to be provided must be in good working condition. The day works rate provided must be inclusive of all running costs and overheads</u>				
7.2.1	Lorry (minimum 8 tonne capacity - or similar)	Hrs	5		
7.2.2	Tipper (8 tonne capacity - or similar)	Hrs	5		
7.2.3	Compressor	Hrs	5		
7.2.4	Roller	Hrs	5		
7.2.5	Plate compactor	Hrs	5		
7.2.6	Wheel loader	Hrs	5		
7.2.7	Grader	Hrs	5		
7.2.8	Crawl loader	Hrs	5		
7.2.9	Jack hammer	Hrs	5		
7.2.10	Dewatering pump	Hrs	5		
7.2.11	Concrete mixer	Hrs	5		
7.2.12	Dumper	Hrs	5		
7.2.13	Hand tools (power drills, grinders, torque wrenches, etc.)	Hrs	5		
7.2.14	Excavator	Hrs	5		
7.2.15	Bulldozer	Hrs	5		
7.2.16	Motor grade	Hrs	5		
7.2.17	Portable generator	Hrs	5		
7.2.18	3-Phase power generator	Hrs	5		
7.2.19	Vibrator	Hrs	5		
7.2.20	Hoist	Hrs	5		
	Carried to Collection				-

Item	Description	Unit	Qty	Rate	Amount
	<b>Provision of material</b> <u>Any materials to be provided must be of good quality and upto standard for use in permanent works. The rate provided must be inclusive of all delivery costs and overheads</u>				
7.3.1	Ordinary portland cement @ 50kg bags	Bags	10		
7.3.2	Clean river sand	m3	10		
7.3.3	12-20mm graded course aggregate	m3	10		
7.3.4	Manufactured sand / Quarry dust / 0-6mm aggregate	m3	10		
7.3.5	Graded crushed stone (crusher run - 0 to 60mm)	m3	10		
7.3.6	Murram	m3	10		
7.3.7	Hardcore	m3	10		
7.3.8	Redsoil	m3	10		
7.3.9	Reinforcement steel	Kg	100		
7.3.10	Sawn timber formwork	m2	10		
7.3.11	6mm thick clear glass	m2	10		
7.3.12	Water	lts	100		
7.3.13	Diesel fuel	lts	10		
	Carried to Collection				-
	Bill No. 7				
	DAYWORKS				
	<b><u>BILL SUMMARY- DAYWORKS</u></b>				
	Total Brought Forward from Page No.		Page No. .7/1  .7/2		
	<b>Carried to Final Summary</b>				
	Bill No. 7				
	DAYWORKS				

[illegible]

**GRAND SUMMARY**

Contract Name: CONSTRUCTION OF FISHERIES OFFICE - MOMBASA COUNTY  
 RFBNo.: **KE-MOMBE&MA-MSA-2023-001-CW**

<i>General Summary</i>	<i>Page</i>	<i>Amount</i>
Bill No. 1: PARTICULAR PRELIMINARIES		
Bill No. 2: GENERAL PRELIMINARIES		
BILL NO. 3: BUILDERS WORKS		
BILL NO. 4: ELECTRICAL WORKS		
BILL NO. 5: MECHANICAL WORKS		
BILL NO. 6: ESMP		
BILL NO. 7: DAYWORKS		
BILL NO. 8: PRIME COST		
<i>Subtotal of Bills</i>	<i>(A)</i>	
<i>Total for Daywork (Provisional Sum)*</i>	<i>(B)</i>	
<i>Provisional Sum of Two percent Tender Sum for fluctuations</i>	<i>(C)</i>	
<i>Total of Bills Plus Provisional Sums (A + B + C)<sup>i</sup></i>	<i>(D)</i>	
<i>Add Provisional Sum of Kenya shillings Five Million (5,000,000.00) for Contingency Allowance<sup>ii</sup></i>	<i>(E)</i>	
<i>Bid Price (D + E) (Carried forward to Letter of Bid)</i>	<i>(F)</i>	

i) All Provisional Sums are to be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clauses 13.4 and 13.5 of the General Conditions except with respect to DAAB Fees and Expenses for which Sub-Clause 13.4 of the Particular Conditions – Part B shall apply.

ii) To be entered by the Employer.

\* For evaluation purposes, Provisional Sum, other than Daywork will be excluded

## Activity Schedule

[illegible]



## 2. Schedule of Payment Currencies

For \_\_\_\_\_ *[insert name of Section of the Works]*

	A	B	C	D
Name of Payment Currency	Amount of Currency	Rate of Exchange to Local Currency	Local Currency Equivalent $C = A \times B$	Percentage of Total Bid Price (TBP) $\frac{100 \times C}{TBP}$
Local currency _____		1.00		
Foreign Currency #1 _____				
Foreign Currency #2 _____				
Foreign Currency #3 _____				
Total Bid Price				100.00
Provisional Sums Expressed in Local Currency		1.00		
TOTAL BID PRICE (Including provisional sum)				

### 3. Schedule(s) of Adjustment Data

**Table A - Local Currency**

Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Local Currency Amount	Bidder's Proposed Weighting
Fixed	Nonadjustable				A=0.2
LL	Local Labour				B=0.15-0.23
FU	Fuel and Lubricants				C=0.20-0.34
CE	Cement				D=0.06-0.17
RS	Reinforcement Steel				E=0.01-0.06
			<b>Total</b>		<b>1.00</b>

[\* To be entered by the Employer. Whereas “A” should a fixed percentage, B, C, D and E should specify a range of values and the Bidder will be required to specify a value within the range such that the total weighting = 1.00]

**Table B - Foreign Currency**

Name of Currency: \_\_\_\_\_

If the Bidder wishes to quote in more than one foreign currency, this table should be repeated for each foreign currency.

Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Currency in Type/Amount	Equivalent in FC1	Bidder's Proposed Weighting
Fixed	Nonadjustable					A=0.2
LL	Local Labour					B=0.5
FU	Fuel and Lubricants					C=0.15
CE	Cement					D=0.06-0.07
RS	Reinforcement Steel					E=0.01-0.08
				<b>Total</b>		<b>1.00</b>

[\* To be entered by the Employer. Whereas “A” should a fixed percentage, B, C, D and E should specify a range of values and the Bidder will be required to specify a value within the range such that the total weighting = 1.00]

## Forms of Bid Security

### Form of Bid Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:**

*[Insert name and address of the Employer]*

**Request for Bids No:** *\_[Insert reference number for the Request for Bids]*

**Date:** *[Insert date of issue]*

**BID GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *\_[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of *[insert description of contract]* under Request for Bids No. *[insert number]* ("the RFB").

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in letters] (insert amount in numbers)* upon receipt by us of the Beneficiary's complying supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has withdrawn its Bid prior to the Bid validity expiry date specified by the Applicant in the Letter of Bid, or any extended date provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary prior to the expiry date of the Bid validity or any extension thereto provided by the Applicant, (i) fails to execute the contract agreement or (ii) fails to furnish the performance security and, if required, the Environmental and Social (ES) Performance Security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security and, if required, the Environmental and Social (ES) Performance Security, issued to the Beneficiary in relation to such contract agreement; and (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the expiry date of the Bid validity.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

---

*[signature(s)]*

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

## Form of Bid Security – Bid Bond

*[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]*

BOND NO. \_\_\_\_\_

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called “the Principal”), and *[name, legal title, and address of surety]*, authorized to transact business in *[name of country of Employer]*, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Employer]* as Obligee (hereinafter called “the Employer”) in the sum of *[amount of Bond]*<sup>1</sup> *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Employer dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, for the execution of *[name of Contract]* (hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) has withdrawn its Bid prior to the Bid validity expiry date set forth in the Principal’s Letter of Bid, or any extended date provided by the Principal; or
- (b) having been notified of the acceptance of its Bid by the Employer prior to the expiry date of the Bid validity or any extension thereto provided by the Principal: (i) failed to execute the contract agreement; or (ii) has failed to furnish the Performance Security and, if required, the Environmental and Social (ES) Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Employer’s bidding document.

then the Surety undertakes to immediately pay to the Employer up to the above amount upon receipt of the Employer’s first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration Bid validity set forth in the Principal’s Letter of Bid or any extension thereto provided by the Principal.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

---

<sup>1</sup> The amount of the Bond shall be denominated in the currency of the Employer’s country or the equivalent amount in a freely convertible currency.

Principal: \_\_\_\_\_ Surety: \_\_\_\_\_  
Corporate Seal (where appropriate)

\_\_\_\_\_  
*(Signature)*  
*(Printed name and title)*

\_\_\_\_\_  
*(Signature)*  
*(Printed name and title)*

## Form of Bid-Securing Declaration

Date: *[insert date (as day, month and year)]*

RFB No.: *[insert number of Bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Employer]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Employer for the period of time specified in Section II – Bid Data Sheet if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid prior to the expiry date of the Bid validity specified in the Letter of Bid or any extended date provided by us; or
- (b) having been notified of the acceptance of our Bid by the Employer prior to the expiry date of the Bid validity in the Letter of Bid or any extended date provided by us, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security and, if required, the Environmental and Social (ES) Performance Security, in accordance with the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiry date of the Bid validity.

Name of the Bidder\* \_\_\_\_\_ *[insert complete name the Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\* *[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid *[insert complete title of the person signing the Bid]*

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

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

\*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**\*\*:** Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid *[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]*



## **Technical Proposal**

### **Technical Proposal Forms**

- **Key Personnel Schedule**
- **Equipment**
- **Site Organization**
- **Method Statement**
- **Mobilization Schedule**
- **Construction Schedule**
- **ES Management Strategies and Implementation Plans**
- **Code of Conduct (ES)**
- **Others**

## FORM PER -1

### Key Personnel Schedule

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

#### Key Personnel

1.	Title of position:	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
2.	Title of position: <i>[Environmental Specialist]</i>	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
3.	Title of position: <i>[Health and Safety Specialist]</i>	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
4.	Title of position: <i>[Social Specialist]</i>	

	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment: for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
<b>5.</b>	<b>Title of position: Sexual Exploitation, Abuse and Harassment Expert</b> <i>[Where a Project SEA risks are assessed to be substantial or high, Key Personnel shall include an expert with relevant experience in addressing sexual exploitation, sexual abuse and sexual harassment cases]</i>	
	<b>Name of candidate</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment: for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
<b>6.</b>	<b>Title of position: <i>[insert title]</i></b> <b>Name of candidate</b> <b>Duration of appointment:</b> <i>[insert the whole period (start and end dates) for which this position will be engaged]</i> <b>Time commitment: for this position:</b> <i>[insert the number of days/week/months/ that has been scheduled for this position]</i> <b>Expected time schedule for this position:</b> <i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>	

## Form PER-2:

### Resume and Declaration

### Key Personnel

Name of Bidder
----------------

Position [# 1]: <i>[title of position from Form PER-1]</i>
------------------------------------------------------------

Personnel information	Name:	Date of birth:
	Address:	E-mail:
details		
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
details		
	Address of employer:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present employer:

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

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

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## Declaration

I, the undersigned Key Personnel, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

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

Commitment	Details
<b>Commitment to duration of contract:</b>	<i>[insert period (start and end dates) for which this Key Personnel is available to work on this contract]</i>
<b>Time commitment:</b>	<i>[insert the number of days/week/months/ that this Key Personnel will be engaged]</i>

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

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

**Name of Key Personnel:** *[insert name]*

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

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

**Countersignature of authorized representative of the Bidder:**

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

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

## Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III (Evaluation and Qualification Criteria). A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder. The Bidder shall provide all the information requested below, to the extent possible. Fields with asterisk (\*) shall be used for evaluation.

<b>Type of Equipment*</b>		
<b>Equipment Information</b>	<b>Name of manufacturer,</b>	<b>Model and power rating</b>
	<b>Capacity*</b>	<b>Year of manufacture*</b>
<b>Current Status</b>	<b>Current location</b>	
	<b>Details of current commitments</b>	
<b>Source</b>	<b>Indicate source of the equipment</b> <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

The following information shall be provided only for equipment not owned by the Bidder.

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

## Site Organization

*[insert Site Organization information]*

## Method Statement

*[insert Method Statement]*



## **Mobilization Schedule**

*[insert Mobilization Schedule]*

## Construction Schedule

*[insert Construction Schedule]*

## **ES Management Strategies and Implementation Plans**

### **(ES-MSIP)**

The Bidder shall submit comprehensive and concise Environmental and Social Management Strategies and Implementation Plans (ES-MSIP) as required by ITB 11.1 (i) of the Bid Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors.

In developing these strategies and plans, the Bidder shall have regard to the ES provisions of the contract including those as may be more fully described in the Works Requirements in Section VII.

## Code of Conduct for Contractor's Personnel (ES) Form

### ***Note to the Employer:***

***The following minimum requirements shall not be modified. The Employer may add additional requirements to address identified issues, informed by relevant environmental and social assessment.***

*The types of issues identified could include risks associated with: labor influx, spread of communicable diseases, and Sexual Exploitation and Abuse (SEA), Sexual Harassment (SH) etc.*

***Delete this Box prior to issuance of the bidding documents.***

### **Note to the Bidder:**

**The minimum content of the Code of Conduct form as set out by the Employer shall not be substantially modified.** However, the Bidder may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Bidder shall initial and submit the Code of Conduct form as part of its bid.

## CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

We are the Contractor, [enter name of Contractor]. We have signed a contract with [enter name of Employer] for [enter description of the Works]. These Works will be carried out at [enter the Site and other locations where the Works will be carried out]. Our contract requires us to implement measures to address environmental and social risks related to the Works, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Works. It applies to all our staff, laborers and other employees at the Works Site or other places where the Works are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works. All such persons are referred to as “**Contractor's Personnel**” and are subject to this Code of Conduct.

This Code of Conduct identifies the behavior that we require from all Contractor's Personnel.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

## REQUIRED CONDUCT

Contractor's Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;
3. maintain a safe working environment including by:
  - a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
  - b. wearing required personal protective equipment;
  - c. using appropriate measures relating to chemical, physical and biological substances and agents; and
  - d. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Redress Mechanism.

## RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the Contractor's Social Expert with relevant experience in handling gender-based violence, or if such person is not required under the Contract, another individual designated by the Contractor to handle these matters*] in writing at this address [ ] or by telephone at [ ] or in person at [ ]; or
2. Call [ ] to reach the Contractor's hotline (*if any*) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

## CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Contractor's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

### FOR CONTRACTOR'S PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Contractor's contact person with relevant experience*] requesting an explanation.

Name of Contractor's Personnel: [insert name]

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

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

Countersignature of authorized representative of the Contractor:

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

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

**ATTACHMENT 1: Behaviors constituting Sexual Exploitation and Abuse (SEA) and behaviors constituting Sexual Harassment (SH)**

## ATTACHMENT 1 TO THE CODE OF CONDUCT FORM

### BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)

The following non-exhaustive list is intended to illustrate types of prohibited behaviors:

**(1) Examples of sexual exploitation and abuse** include, but are not limited to:

- A Contractor's Personnel tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
- A Contractor's Personnel that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- A Contractor's Personnel rapes, or otherwise sexually assaults a member of the community.
- A Contractor's Personnel denies a person access to the Site unless he/she performs a sexual favor.
- A Contractor's Personnel tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

**(2) Examples of sexual harassment in a work context**

- Contractor's Personnel comment on the appearance of another Contractor's Personnel (either positive or negative) and sexual desirability.
- When a Contractor's Personnel complains about comments made by another Contractor's Personnel on his/her appearance, the other Contractor's Personnel comment that he/she is "asking for it" because of how he/she dresses.
- Unwelcome touching of a Contractor's or Employer's Personnel by another Contractor's Personnel.
- A Contractor's Personnel tells another Contractor's Personnel that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.



## **Bidder's Qualification**

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

## Form ELI -1.1: Bidder Information Form

Date: \_\_\_\_\_  
 RFB No. and title: \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_ pages

Bidder's name
In case of Joint Venture (JV), name of each member:
Bidder's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
<p>1. Attached are copies of original documents of</p> <p style="padding-left: 40px;">Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4.</p> <p style="padding-left: 40px;">In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.</p> <p style="padding-left: 40px;">In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing:</p> <ul style="list-style-type: none"> <li>• Legal and financial autonomy</li> <li>• Operation under commercial law</li> <li>• Establishing that the Bidder is not under the supervision of the Employer</li> </ul> <p>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 47.1, the successful Bidder shall provide</i></p>

*additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]*

## Form ELI -1.2: Information Form for JV Bidders

(to be completed for each member of Joint Venture)

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

RFB No. and title: \_\_\_\_\_

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

Bidder's Joint Venture name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and is not under the supervision of the Employer, in accordance with ITB 4.6. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 47.1, the successful Bidder shall provide additional              information on beneficial ownership for each JV member using the Beneficial Ownership              Disclosure Form.]</i>

## Form CON – 2: Historical Contract Non-Performance, Pending Litigation and Litigation History

Bidder's Name: \_\_\_\_\_

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

Joint Venture Member's Name \_\_\_\_\_

RFB No. and title: \_\_\_\_\_

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

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria

Contract non-performance did not occur since 1<sup>st</sup> January *[insert year]*

Contract(s) not performed since 1<sup>st</sup> January *[insert year]*

Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria

No pending litigation

Pending litigation.

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute: Party who initiated the dispute: Status of dispute:	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
No Litigation History			
Litigation History			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)

<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
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### Form CON – 3

### Environmental and Social Performance Declaration

*[The following table shall be filled in for the Bidder, each member of a Joint Venture and each Specialized Subcontractor]*

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Specialized Subcontractor's Name: *[insert full name]*

RFB No. and title: *[insert RFB number and title]*

Page *[insert page number]* of *[insert total number]* pages

<b>Environmental and Social Performance Declaration</b> in accordance with Section III, Qualification Criteria, and Requirements			
<p><b>No suspension or termination of contract:</b> An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental, or Social (ES) performance since the date specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.5.</p> <p><b>Declaration of suspension or termination of contract:</b> The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental, or Social (ES) performance since the date specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.5. Details are described below:</p>			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate)

			and US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g. for gender-based violence; sexual exploitation or sexual abuse breaches]</i>	<i>[insert amount]</i>
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
...	...	<i>[list all applicable contracts]</i>	...
<b>Performance Security called by an employer(s) for reasons related to ES performance</b>			
Year	Contract Identification		Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for calling of performance security: <i>[indicate main reason(s) e.g. for gender-based violence; sexual exploitation, or sexual abuse breaches]</i>		<i>[insert amount]</i>



## Form CON – 4

### Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration

*[The following table shall be filled in by the Bidder, each member of a Joint Venture and each subcontractor proposed by the Bidder]*

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Subcontractor's Name: *[insert full name]*

RFB No. and title: *[insert RFB number and title]*

Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration in accordance with Section III, Evaluation and Qualification Criteria
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.</p> <p><input type="checkbox"/> (d) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA/ SH obligations.</p> <p><input type="checkbox"/> (e) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached evidence demonstrating that we have adequate capacity and commitment to comply with SEA/ SH obligations.</p>
<p><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></p>
<p><i>[If (d) or (e) above are applicable, provide the following information:]</i></p>
<p>Period of disqualification: From: _____ To: _____</p>
<p>If previously provided on another Bank financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/ SH obligations (as per (d) above)</p> <p style="margin-left: 40px;">Name of Employer: _____</p> <p style="margin-left: 40px;">Name of Project: _____</p> <p style="margin-left: 40px;">Contract description: _____</p>

Brief summary of evidence provided: \_\_\_\_\_

\_\_\_\_\_

Contact Information: (Tel, email, name of contact person): \_\_\_\_\_

\_\_\_\_\_

As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and commitment to comply with SEA/ SH obligations (**as per (e) above**) *[attach details as appropriate]*.

## Form CCC: Current Contract Commitments / Works in Progress

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

Name of contract	Employer, contact address/tel/fax	Value of outstanding work (current US\$ equivalent)	Estimated completion date	Average monthly invoicing over last six months (US\$/month)
1.				
2.				
3.				
4.				
5.				
etc.				

## Form FIN – 3.1: Financial Situation and Performance

Bidder's Name: \_\_\_\_\_

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

Joint Venture Member's Name \_\_\_\_\_

RFB No. and title: \_\_\_\_\_

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

### 1. Financial data

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

## 2. Sources of Finance

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

No.	Source of finance	Amount (US\$ equivalent)
1		
2		
3		

## 3. Financial documents

The Bidder and its parties shall provide copies of financial statements for \_\_\_\_\_ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.2. The financial statements shall:

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

Attached are copies of financial statements<sup>2</sup> for the \_\_\_\_\_ years required above; and complying with the requirements

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<sup>2</sup> If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.

## Form FIN - 3.2: Average Annual Construction Turnover

Bidder's Name: \_\_\_\_\_

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

Joint Venture Member's Name \_\_\_\_\_

RFB No. and title: \_\_\_\_\_

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

		Annual turnover data (construction only)	
Year	Amount Currency	Exchange rate	USD equivalent
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		
Average Annual Construction Turnover *			

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

### Form FIN - 3.3: Financial Resources

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

Source of financing	Amount (US\$ equivalent)
1.	
2.	
3.	
4.	

## Form EXP - 4.1: General Construction Experience

Bidder's Name: \_\_\_\_\_

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

Joint Venture Member's Name \_\_\_\_\_

RFB No. and title: \_\_\_\_\_

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

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



## Form EXP - 4.2(a): Specific Construction and Contract Management Experience

Bidder's Name: \_\_\_\_\_

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

Joint Venture Member's Name \_\_\_\_\_

RFB No. and title: \_\_\_\_\_

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

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor	Member in JV	Management Contractor	Sub- contractor
Total Contract Amount			US\$ *	
If member in a JV or subcontractor, specify participation in total Contract amount			*	
Employer's Name:				
Address:				
Telephone/fax number				
E-mail:				

**Form EXP - 4.2(a) (cont.)**  
**Specific Construction and Contract Management Experience (cont.)**

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

## Form EXP - 4.2(b): Construction Experience in Key Activities

Bidder's Name: \_\_\_\_\_

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

Joint Venture Member's Name \_\_\_\_\_

Subcontractor's Name<sup>3</sup> (as per ITB 34.2 and 34.3): \_\_\_\_\_

RFB No. and title: \_\_\_\_\_

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

Subcontractor's Name (as per ITB 34.2 and 34.3): \_\_\_\_\_

All subcontractors for key activities must complete the information in this form as per ITB 34.2 and 34.3 and Section III, Qualification Criteria and Requirements, Sub-Factor 4.2.

1. Key Activity No One: \_\_\_\_\_

	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor	Member in JV	Management Contractor	Sub-contractor
Total Contract Amount			US\$	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				

<sup>3</sup> If applicable.

Employer's Name:	
Address:	
Telephone/fax number	
E-mail:	

	<b>Information</b>
Employer's Name:	
Address:	
Telephone/fax number	
E-mail:	

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

2. Activity No. Two

3. ....

## Form EXP - 4.2(c): Specific Experience in Managing ES aspects

*[The following table shall be filled in for contracts performed by the Bidder, and each member of a Joint Venture]*

Bidder's Name: \_\_\_\_\_

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

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

RFB No. and title: \_\_\_\_\_

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

1. Key Requirement no 1 in accordance with 4.2 (c): \_\_\_\_\_

Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor	Member in JV	Management Contractor	Subcontractor
Total Contract Amount			US\$	
Details of relevant experience				

2. Key Requirement no 2 in accordance with 4.2 (c): \_\_\_\_\_

3. Key Requirement no 3 in accordance with 4.2 (c): \_\_\_\_\_

4. ...

## Section V - Eligible Countries

### Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement

In reference to ITB 4.8, and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this Bidding process:

Under ITB 4.8 (a) and 5.1: *None*

Under ITB 4.8 (b) and 5.1: *None*

## Section VI - Fraud and Corruption

### 1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

### 2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
  - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v. "obstructive practice" is:
    - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
  - c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
  - d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
  - e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating

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

<sup>2</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<sup>3</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an



to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

## **PART 2 – Works' Requirements**

**Section VII - Works’ Requirements**

**Table of Contents**

Scope of Works ..... 290

Specifications ..... 291

Environmental and Social (ES) Requirements..... 292

Key Personnel ..... 305

Drawings ..... 307

## Scope of Works

Construction of the Proposed Construction of Fisheries Office, Mombasa County.

The construction involves;

1. Civil works which involves excavation and earth works, foundation erection, drainage works and storm water works and landscaping.
2. Builders works entails concrete works and installation of fittings which involves erection of ground floor to roof slab level, fittings and finishes plus other auxiliary works.
3. Mechanical works involves Plumbing and Drainage, HVAC (Heating, ventilation, and air conditioning).
4. Electrical Works involves electrical installation, fire alarm and lifts erection
5. All works done as per the ESMP

## Specifications

Please refer to Volume 2

## Environmental and Social (ES) Requirements

### MINIMUM CONTENT OF ESHS REQUIREMENTS

#### Preliminary Clauses:

1. **C-ESMP:** Prior to the commencement of works, the Contractor will prepare and submit a Contractor Environmental and Social Management Plan (CESMP) to the KEMFSED NPCU supervision for acceptance. The CESMP will provide a detailed explanation of how the contractor will comply with the project the EHS clauses for contractors and demonstrate that sufficient funds are budgeted for that purpose and sufficient capacity is in place to oversee, monitor and report on CESMP performance. The CESMP must include specific mitigation measures based on the subproject environmental and social management plan.
2. **CODE OF CONDUCT:** Bidders/Proposers will submit ESHS Code of Conduct that will apply to their employees and sub-contractors, and details of how it will be enforced. The suitability of the Code of Conduct will be assessed and discussed as part of the Bid/Proposal evaluation and negotiations. The successful Bidder/Proposer is required to implement the agreed Code of Conduct upon contract award.
3. **CONTRACTOR'S ESHS MANAGEMENT STRATEGY AND IMPLEMENTATION PLAN:**  
Bidders/Proposers will be required to submit, as part of their Bid/Proposal, ESHS Management Strategies and Implementation Plans required to manage the key ESHS risks of the Fisheries Office Mombasa project. The suitability of these strategies and plans will be assessed as part of the Bid/Proposal evaluation, and discussed during pre-contract discussions, as appropriate. These strategies and plans will become part of the Contractor's Environmental and Social Management Plan (C-ESMP).
4. **EHS PROVISIONAL SUM:**  
An additional provisional sum, specifically for ESHS outcomes, will be included in the Request for Bids/Proposals documents, and eventual contract. Normally, the payment for the delivery of ESHS requirements shall be a subsidiary obligation of the Contractor covered under the prices quoted for other Bill of Quantity/price items.
5. **EHS KEY PERSONNEL:**  
Bidders/Proposers will be expected to demonstrate that they have suitably qualified ESHS specialists among their Key Personnel – Environmental Specialist, EHS Specialist, Community Liaison Officer.
  - ☐ Key Personnel and CV must be named in the Bid/Proposal, and in the contract.
  - ☐ The quality of the proposed Key Personnel (including ESHS specialists) will be assessed during the evaluation of Bids/Proposals.
  - ☐ The Contractor shall require the Employer's consent to substitute or replace any Key Personnel.

- The Engineer may require the removal of Personnel if they undertake behavior which breaches the ESHS Code of Conduct, e.g. spreading communicable diseases, sexual harassment, gender-based violence, illicit activity, or crime.

### **ENVIRONMENTAL, HEALTH AND SAFETY INSTRUCTIONS**

Environmental and Social Clauses (disclosed as part of the Fisheries Office Mombasa ESIA report) to be applied to fully avoid or mitigate environmental or social impacts such as safety. Bidders should integrate environmental protection, occupational and community health and safety, gender, equality, child protection, vulnerable people (including those with disabilities), sexual harassment, gender-based violence (GBV), sexual exploitation and abuse (SEA), HIV/AIDS awareness and prevention and wide stakeholder engagement in the planning processes, programming, and activities of the parties involved in the execution of the Works. The Environmental, Social, Health and Safety activities will be implemented throughout the construction phase and the Client will closely monitor compliance on ESHS requirements with the aim of continuously improving processes and activities implementation.

### **PROPOSED MEASURES FOR CONTRACTOR THAT WILL HAVE COST IMPLICATION**

Provide and maintain a healthy and safe work environment and safe systems of work and protect the health and safety of local communities and users.

The contractor shall exercise care to conserve the natural landscape and shall conduct his construction operations so as to prevent any unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the works. Except where clearing is required for permanent works, diversions or excavation operations, all trees, native shrubbery and vegetation shall be preserved and shall be protected from damage by the contractor's construction operation and equipment. performed in a manner to prevent damage to grazing land, crops or property

On completion of the project all temporary buildings including concrete footings and slabs, and all construction materials and debris shall be removed from the site. The area shall be regarded, as required, so that all surfaces drain naturally, blend with natural terrain, and are left in a condition that will facilitate natural re-vegetation, provide for proper drainage and prevent erosion

The contractor shall NOT use any explosives at the site.

The Contractor's construction activities shall be performed by methods that will prevent entrance or accidental spillage, of solid matter, contaminants, debris, and other pollutants and wastes at the construction site.

The Contractor shall comply with applicable laws and regulations and water quality standards concerning the control and abatement of water pollution.

The Contractor will be required to pay all conservancy charges and shall ensure clean daily maintenance and disinfecting of the latrines/toilet, and not less than once per week, the whole area shall be sprayed with disinfectant and insecticides and any temporary drains shall be removed and all works and surfaces disturbed made good and then the whole area disinfected and left clean and free from pollution to the satisfaction of the Architect and local authorities.

### **SAFETY, HEALTH AND WELFARE OF WORKERS**

To avoid work related accidents and injuries, the contractor will:

- Provide occupational health and safety training to all employees involved in works.
- Ensure availability of first aid box.
- Provide employees with access to toilets and potable drinking water.
- Train workers regarding the handling of any hazardous materials at the site.
- Inspect existing connections to reduce the risk of injury to workers, and all works are subject to written approval by the GOK Engineer to be provided before implementation of work;

The Contractor shall allow for providing for the safety, health and welfare of staff and for complying with any relevant Ordinances (DOSH, WIBA), Regulations or Union Agreement

In addition to complying with the requirements of the Occupational Safety & Health Act 2007 and the Factories Act, the Contractor and Sub-Contractors shall be required to comply in all respects with the Factories (Building Operations and Work of Engineering Construction) rules together with the Construction Safety Plan in compliance with International Labour Organizations (ILO) Regulations.

The Contractor will further be required to identify a Site Health Safety Officer in accordance with the above Rules who will be responsible for the health and safety of workers on the site.

The Contractor will also be required to provide approved good quality protective masks, helmet, safety belts and safety shoes, safety goggles, as appropriate, , and other necessary protective gear for all workers on site including Sub-Contractors' workers and also for the exclusive use by the Clerk of Works and representatives of the Employer and Consultants.

The contractor attention is further drawn to the fact that he is required to submit with his tender a detailed write-up on how he intends to implement the above Construction Safety Plan. It should be noted that this write-up will form a heavily weighted criteria in the evaluation of the tenders.



Adequate temporary Notices and Signs shall be posted to indicate e.g. that “Fisheries Office Mombasa Construction is Ongoing” and “entry is at Ones own risk” or “trespassers are liable to be prosecuted” or such other Notices and Signs as the Architect may consider necessary from time to time. The design and location of such signs will be to the approval of the Architect.

Further to enforcing the compliance of environmental management, contractors are responsible on providing insurance for construction labors – compliance with Workers Injury Benefits Act (WIBA) for staff attending to the construction site.

### **PREVENTION OF DISTURBANCE AND NUISANCE**

The Contractor shall take all practicable measures to minimize nuisance from noise, vibration and dust caused by heavy vehicles and construction machinery. This includes: respecting normal working hours in South C residential areas; maintaining equipment in a good working order to minimize extraneous noise from mechanical vibration, creaking and squeaking, as well as emissions or fumes from the machinery shutting down equipment when it is not directly in use using operational noise mufflers Provide a water tanker, and spray water when required to minimize the impact of dust Limiting the speed of vehicles used for construction.

The Contractor shall comply with all instructions issued by the Employer or Supervision Consultant with regard to minimizing such disturbances.

The Contractor shall not directly or indirectly or otherwise by himself or through his agents cause nuisance to the neighboring community.

The works and such sections of the site necessary shall be under the entire care and control of the contractor during the whole period of the contract and shall take all possible precautions to prevent any nuisance, inconvenience or injury to the holder or occupiers of the existing or surrounding properties and to the public generally, and shall at all times keep all paths and roads affected by the works in a safe and clear state, and shall use proper precautions to ensure the safety of all wheeled traffic and pedestrians.

### **WASTE DISPOSAL**

The Contractor must agree with the Nairobi City County about arrangements for construction waste disposal. The Nairobi City County shall designate a dumping site or landfill for the disposal of solid waste. The contractor will take measures to avoid soil and groundwater contamination by liquid waste.

### **PROTECTION OF EXISTING INSTALLATION**

The Contractor shall take all necessary measures required for the support and protect structures, pipes, cables, sewers and other apparatus during the construction period, and to repair any damage occurs in coordination with local resident association, County Government of Nairobi and concerned authorities.

### **PHYSICAL CULTURAL RESOURCES**

The contractor will train construction crews and supervisors to spot potential archaeological finds. In the event of a potential find, the contractor will inform the implementing partner who will in turn liaise with the archaeological department at the Ministry of Culture, and Social Services or a local universities for quick assessment and action.

### **PIT AND QUARRY REINSTATEMENT SPECIFICATION**

1. At the completion of operations the Contractor shall rehabilitate used, exhausted and obsolete pits and quarries, wherever they will be.
2. The sides and floors of pits shall be formed to a flowing finish with side slopes not steeper than 1 vertical to 6 horizontal.
3. During pit reshaping any material carried to the pit shall be spread uniformly over the entire shaped surface. The Contractor shall ensure that non – biodegradable and inert waste is removed and disposed of in licenced sites. The same will apply to toxic waste.
4. Topsoil shall be spread over the shaped batters, filled areas and bare areas of the pits to a reasonable depth.
5. Following the spreading of topsoil, the entire pit shall be ripped along the contours to a depth of 500mm and at not more than 500mm spacing.

### **DECOMMISSIONING**

The Contractor shall upon completion of the works remove and clear away all temporary buildings, scaffolding, plant, rubbish and unused materials, surplus excavated materials and shall leave the whole of the site of the works in a clean and tidy state to the satisfaction of the Architect, including clearing away and making good all traces of dirt.

Particular care shall be taken in leaving windows, floors and fittings clean and the removal of all paint and cement stains there from.

He shall also remove all rubbish and dirt from the site as it accumulates or as directed by the Supervision Consultant. The Contractor is to find his own dump and shall pay all charges in connection therewith.

### **AMBIENT AIR QUALITY AND NOISE MONITORING**

The Contractor shall comply with applicable laws and regulations concerning the prevention and control of air pollution. Notwithstanding the above in conduct of construction activities and operation of equipment, the Contractor shall utilize such practicable methods and devices as are reasonably available to control prevent and otherwise minimize atmospheric emissions or discharges of air contaminants.

The emission of dust into the atmosphere shall be strictly controlled

Equipments and vehicles that show excessive emissions of exhaust gases due to poor engine adjustments or other inefficient operating conditions shall not be operated until corrective repairs or adjustments are made

Burning of materials resulting from combustible construction materials, and rubbish will be permitted only when atmospheric conditions for burning are considered favourable and when authorized by the Project Engineer. In lieu of burning, such combustible materials may be disposed of by other methods. Where open burning is permitted, the burn piles shall be properly constructed to minimize smoke, and in no case shall unapproved materials such as tires, plastic rubber products, asphalt products, or other materials, that create heavy black smoke or nuisance odours, be burned.

Blasting, the use of jackhammers, pile driving, rock crushing or other operations producing high-intensity impact noise may be not be performed during the night.

The Contractor shall exercise special care to direct all stationary flood-light to shine downwards at an angle less than horizontal. These floodlights shall also be shielded so as not to be a nuisance to surrounding areas. No lighting shall include a residence in its direct beam. The Contractor shall be responsible for correcting light problems when they occur as directed by the Project Engineer.

The Contractor to carry out continuous monitoring of the ambient air quality and Noise measurements as well as vibration monitoring on quarterly basis during the construction phase and this should be done at different weather and seasons to ensure that all the weather patterns are taken into consideration during the monitoring process.

## **GENDER BASED VIOLENCE**

Contractors must address the risk of gender-based violence, through: i. Mandatory and repeated training and awareness raising for the workforce about refraining from unacceptable conduct toward local community members, specifically women and children; ii. Informing workers about national laws that make sexual harassment and gender-based violence a punishable offence which is prosecuted; iii. Introducing a Worker Code of Conduct as part of the employment contract, and including sanctions for non-compliance (e.g., termination). Adopting a policy to cooperate with law enforcement agencies in investigating complaints about gender-based violence.

## **CHILD LABOR**

Contractors must not employ workers below the age of 18.

## **LABOUR INFLUX AND LABOUR ISSUES**

Where contractors and labor come from outside the local area, contractors will need to maintain labor relation relations with local communities through labor codes of conduct and formation of Local labor committees must be initiated.

## **HIV/AIDS MITIGATION AT THE SITE**

To assist in the general health and well-being of both all the site staff and the local residents at Fisheries Office Mombasa construction site location, the contractor will organize and coordinate appropriate HIV/AIDS awareness campaign and training as well as health screening.

The Contractor shall ensure that the Project Engineer is informed when any new staff commences work on the site such that health and HIV awareness and counselling can be provided either in group sessions or on an individual basis. The Contractor shall ensure that staff are available for briefing and counselling and shall make available suitable rooms, administrative support and provide any facilities or supplies for HIV/AIDS mitigation at the site. The Contractor shall ensure that condoms provided as part of the HIV/STD control program are readily available to all staff and workers

The Client will also arrange for the health screening of site workers in local medical facilities and the Contractor shall cooperate fully in these programmes by making staff available. The Contractor shall ensure that the Project Engineer and local medical officials are informed promptly of any workers suffering from the symptoms of infectious disease so appropriate help and treatment can be arranged promptly.

## **TRAFFIC AT CONSTRUCTION SITE**

In order to carry out the construction works, it will be necessary to provide safety road signage on busy roads around the construction site, temporarily during the construction period. The contractor should arrange diversions for providing alternative route for transport. After breaking up, closing or otherwise interfering with any street or footpath to which the public has access, the Contractor shall make such arrangements as may be reasonably necessary so as to cause as little interference with the traffic in that entrance road or footpath during construction of the Fisheries Office Mombasa as shall be reasonably practicable. Wherever the construction works interfere with existing public or private roads or other ways over which there is a public or private right of way for any traffic, the Contractor shall construct diversion ways wherever possible.

The Contractor shall provide, erect and maintain such traffic signs, road markings, barriers and traffic control signals, lights and such other measures as may be necessary for ensuring traffic safety around the rehabilitation site.

The Contractor shall not commence any work that affects the public road until all traffic safety measures necessitated by the work are fully operational.

### **MOVEMENT OF TRUCKS OR MACHINERY**

The Contractor moving solid or liquid construction materials and waste shall take strict measures to minimize littering of roads by ensuring that vehicles are licensed and loaded in such a manner as to prevent falling off or spilling of construction materials and by sheeting the sides and tops of all vehicles carrying mud, sand, other materials and debris. Construction materials should be brought from registered/approved sources in the city or from the city and debris should be transferred to assigned places in the landfill with documented confirmation.

### **ENVIRONMENTAL AND SOCIAL MONITORING BY THE CONTRACTOR**

KEMFSED will require that contractors monitor, keep records and report on the following environmental and social issues for their subproject. The application of this requirement will be proportionate to the activities and to the size of the contract, in manner acceptable to the World Bank and Government of Kenya:

#### **ENVIRONMENTAL AND SOCIAL MONITORING**

**SAFETY:** hours worked, recordable incidents and corresponding Root Cause Analysis (lost time incidents, medical treatment cases), first aid cases, high potential near misses, and remedial and preventive activities required (for example, revised job safety analysis, new or different equipment, skills training, and so forth).

**ENVIRONMENTAL INCIDENTS AND NEAR MISSES:** environmental incidents and high potential near misses and how they have been addressed, what is outstanding, and lessons learned.

**TRAINING ON E&S ISSUES:** including dates, number of trainees, and topics.

**FOOTPRINT MANAGEMENT:** details of any work outside boundaries or major off-site impacts caused by ongoing construction—to include date, location, impacts, and actions taken.

**EXTERNAL STAKEHOLDER ENGAGEMENT:** highlights, including formal and informal meetings, and information disclosure and dissemination—to include a breakdown of women and men consulted and themes coming from various stakeholder groups, including vulnerable groups (e.g., disabled, elderly, children, etc.).

**DETAILS OF ANY SECURITY RISKS:** details of risks the contractor may be exposed to while performing its work—the threats may come from third parties external to the project.

**WORKER GRIEVANCES:** details including occurrence date, grievance, and date submitted; actions taken and dates; resolution (if any) and date; and follow-up yet to be taken—grievances listed should include those received since the preceding report and those that were unresolved at the time of that report.

**EXTERNAL STAKEHOLDER GRIEVANCES:** grievance and date submitted, action(s) taken and date(s), resolution (if any) and date, and follow-up yet to be taken—grievances listed should include those received since the preceding report and those that were unresolved at the time of that report. Grievance data should be gender-disaggregated.

**DEFICIENCY AND PERFORMANCE MANAGEMENT:** actions taken in response to previous notices of deficiency or observations regarding E&S performance and/or plans for actions to be taken—these should continue to be reported until UNOPS determines the issue is resolved satisfactorily.

**MAJOR WORKS:** those undertaken and completed, progress against project schedule, and key work fronts (work areas). ♣

**E&S REQUIREMENTS:** noncompliance incidents with permits and national law (legal noncompliance), project commitments, or other E&S requirements.

**E&S INSPECTIONS AND AUDITS:** by contractor, engineer, or others, including authorities—to include date, inspector or auditor name, sites visited, and records reviewed, major findings, and actions taken.

**WORKERS:** number of workers, indication of origin (expatriate, local, nonlocal nationals), gender, age with evidence that no child labor is involved, and skill level (unskilled, skilled, supervisory, professional, management).

#### **ENVIRONMENTAL AND SOCIAL LIABILITIES BY THE CONTRACTOR**

Contractors will be legally and financially accountable for any environmental or social damage or prejudice caused by their staff, and thus are expected to put in place controls and procedures to manage their environmental and social performance. A breakdown for the cost of noncompliance for each mitigation measure will be enclosed in bidding documents. These will include:

Deductions for environmental noncompliance will be added as a clause in the Bill of Quantities (BOQ) section. Environmental penalties shall be calculated and deducted in each submitted invoice. Any impact that is not properly mitigated will be the object of an environmental/social notice by SDF&BE/KEMFSED.

For minor infringements and social complaints, an incident which causes temporary but reversible damage, the contractor will be given a notice to remedy the problem and restore the environment. No further actions will be taken if the Project engineer confirms that restoration is done satisfactorily.

For social notices, the Project engineer will alert the contractor to remedy the social impact and to follow the issue until solved. If the contractor does not comply with the remediation request, work will be stopped and considered under no excused delay. If the contractor hasn't remedied the environmental impact during the allotted time, the Project engineer will stop the work and give the contractor a notification indicating a financial penalty according to the non-complied mitigation measure that was specified in the bidding

document. No further actions will be required if the Project engineer sees that restoration is done satisfactorily.

Otherwise, if Contractor hasn't remedied the situation within one day any additional days of stopping work will be considered no excused delay. Environmental notifications issued by the Project engineer might include one or more environmental penalty. In the event of repeated noncompliance totaling 5% of the contract value, the Project Engineer will bring the environmental and social notices and the deduction history to the client's procurement in order to take legal action.

### **GRIEVANCE REDRESS MECHANISM FOR WORKERS**

Contractors will put in place a Grievance Mechanism for their workers that is proportionate to their workforce, according to the following principles:

**PROVISION OF INFORMATION.** All workers should be informed about the grievance mechanism at the time they are hired, and details about how it operates should be easily available, for example, included in worker documentation or on notice boards.

**TRANSPARENCY OF THE PROCESS.** Workers must know to whom they can turn in the event of a grievance and the support and sources of advice that are available to them. All line and senior managers must be familiar with their organization's grievance procedure.

**KEEPING IT UP TO DATE.** The process should be regularly reviewed and kept up to date, for example, by referencing any new statutory guidelines, changes in contracts or representation.

**CONFIDENTIALITY.** The process should ensure that a complaint is dealt with confidentially. While procedures may specify that complaints should first be made to the workers' line manager, there should also be the option of raising a grievance first with an alternative manager, for example, a human resource (personnel) manager.

**NON-RETRIBUTION.** Procedures should guarantee that any worker raising a complaint will not be subject to any reprisal. employment code.

**REASONABLE TIMESCALES.** Procedures should allow for time to investigate grievances fully but should aim for swift resolutions. The longer a grievance is allowed to continue, the harder it can be for both sides to get back to normal afterwards. Time limits should be set for each stage of the process, for example, a maximum time between a grievance being raised and the setting up of a meeting to investigate it.

**RIGHT OF APPEAL.** A worker should have the right to appeal to the client or national courts if he or she is not happy with the initial finding.

**RIGHT TO BE ACCOMPANIED.** In any meetings or hearings, the worker should have the right to be accompanied by a colleague, friend or union representative.

**KEEPING RECORDS.** Written records should be kept at all stages. The initial complaint should be in writing if possible, along with the response, notes of any meetings and the findings and the reasons for the findings.

**RELATIONSHIP WITH COLLECTIVE AGREEMENTS.** Grievance procedures should be consistent with any collective agreements and should be compliant with the national

### **General Conditions of Contract**

Sub-clause 3	Language and Law
Sub-clause 7.1	Subcontracting
Sub-clause 8.1	Other Contractors
Sub-clause 9	Personnel and Equipment
Sub-clause 12	Contractor's Risks
Sub-clause 15.1	Contractor to Construct the Works
Sub-clause 18.1	Safety
Sub-clause 19.1	Discoveries
Sub-clause 31	Early Warnings
Sub-clause 41.4	Payments

### **MINIMUM REQUIREMENTS FOR THE CODE OF CONDUCT**

*The minimum Code of Conduct requirement may be based on the following:*

### **CODE OF CONDUCT REQUIREMENTS**

A satisfactory code of conduct will contain obligations on all project staff (including sub-contractors and day workers) that are suitable to address the following issues, as a minimum. Additional obligations may be added to respond to particular concerns of the region, the location and the project sector or to specific project requirements. The issues to be addressed include:

1. Compliance with applicable laws, rules, and regulations of the jurisdiction
2. Compliance with applicable health and safety requirements (including wearing prescribed personal protective equipment, preventing avoidable accidents and a duty to report conditions or practices that pose a safety hazard or threaten the environment)
3. The use of illegal substances
4. Non-Discrimination (for example on the basis of family status, ethnicity, race, gender, religion, language, marital status, birth, age, disability, or political conviction)
5. Interactions with community members (for example to convey an attitude of respect and non-discrimination)



6. Sexual harassment (for example to prohibit use of language or behavior, in particular towards women or children, that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate)
7. Violence or exploitation (for example the prohibition of the exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading or exploitative behavior)
8. Protection of children (including prohibitions against abuse, defilement, or otherwise unacceptable behavior with children, limiting interactions with children, and ensuring their safety in project areas)
9. Sanitation requirements (for example, to ensure workers use specified sanitary facilities provided by their employer and not open areas)
10. Avoidance of conflicts of interest (such that benefits, contracts, or employment, or any sort of preferential treatment or favors, are not provided to any person with whom there is a financial, family, or personal connection)
11. Respecting reasonable work instructions (including regarding environmental and social norms)
12. Protection and proper use of property (for example, to prohibit theft, carelessness or waste)
13. Duty to report violations of this Code
14. Non retaliation against workers who report violations of the Code, if that report is made in good faith.

The Code of Conduct should be written in plain English language and signed by each worker to indicate that they have:

- received a copy of the code;
- had the code explained to them;
- acknowledged that adherence to this Code of Conduct is a condition of employment; and
- understood that violations of the Code can result in serious consequences, up to and including dismissal, or referral to legal authorities.

**PAYMENT FOR ES REQUIREMENTS**

The payment for the delivery of ESHS requirements shall be a subsidiary obligation of the Contractor covered under the prices quoted for other Bill of Quantity items.

## Key Personnel

*[Note: Insert in the following table, the minimum key specialists required to execute the contract, taking into account the nature, scope, complexity and risks of the contract.]*

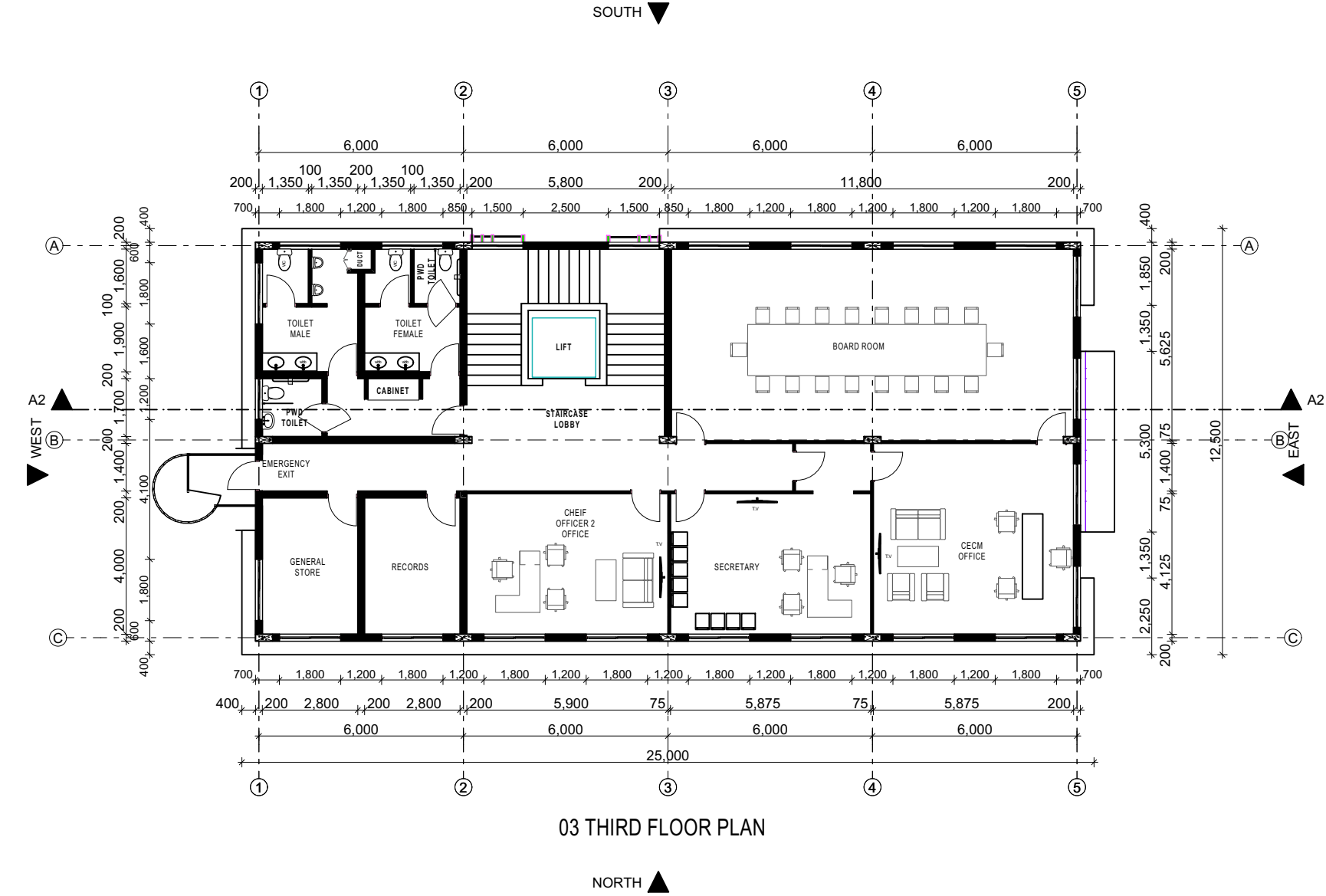
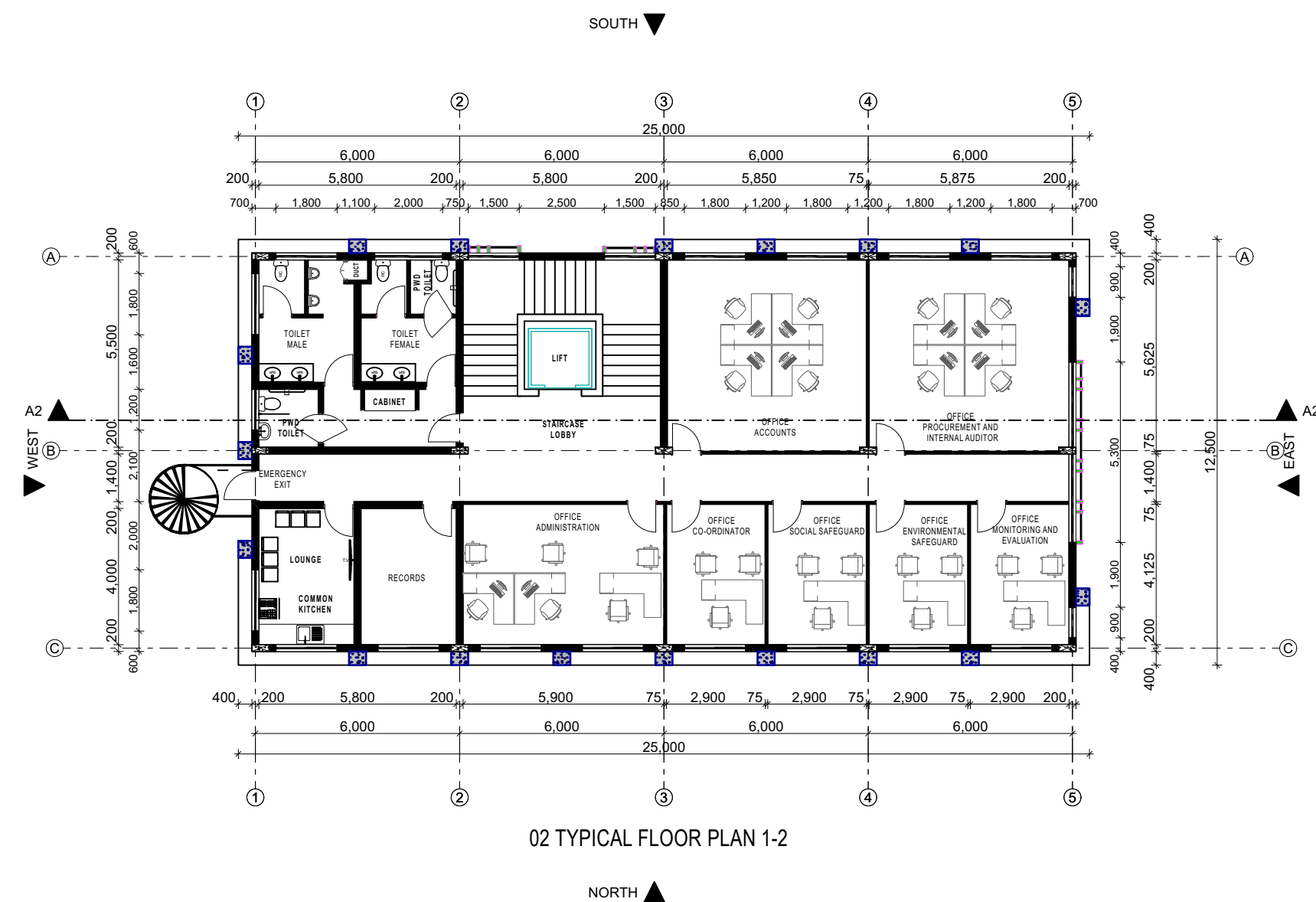
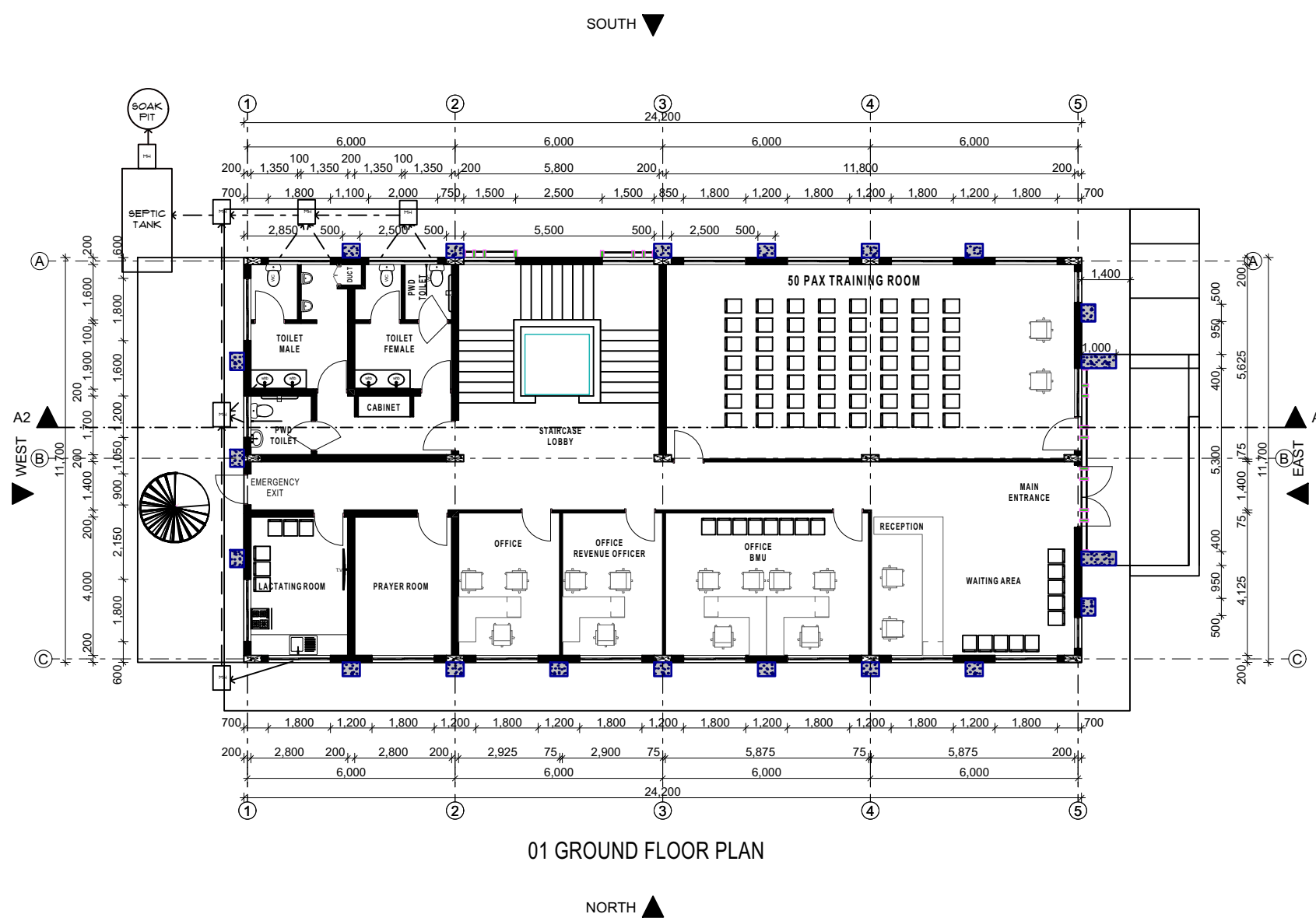
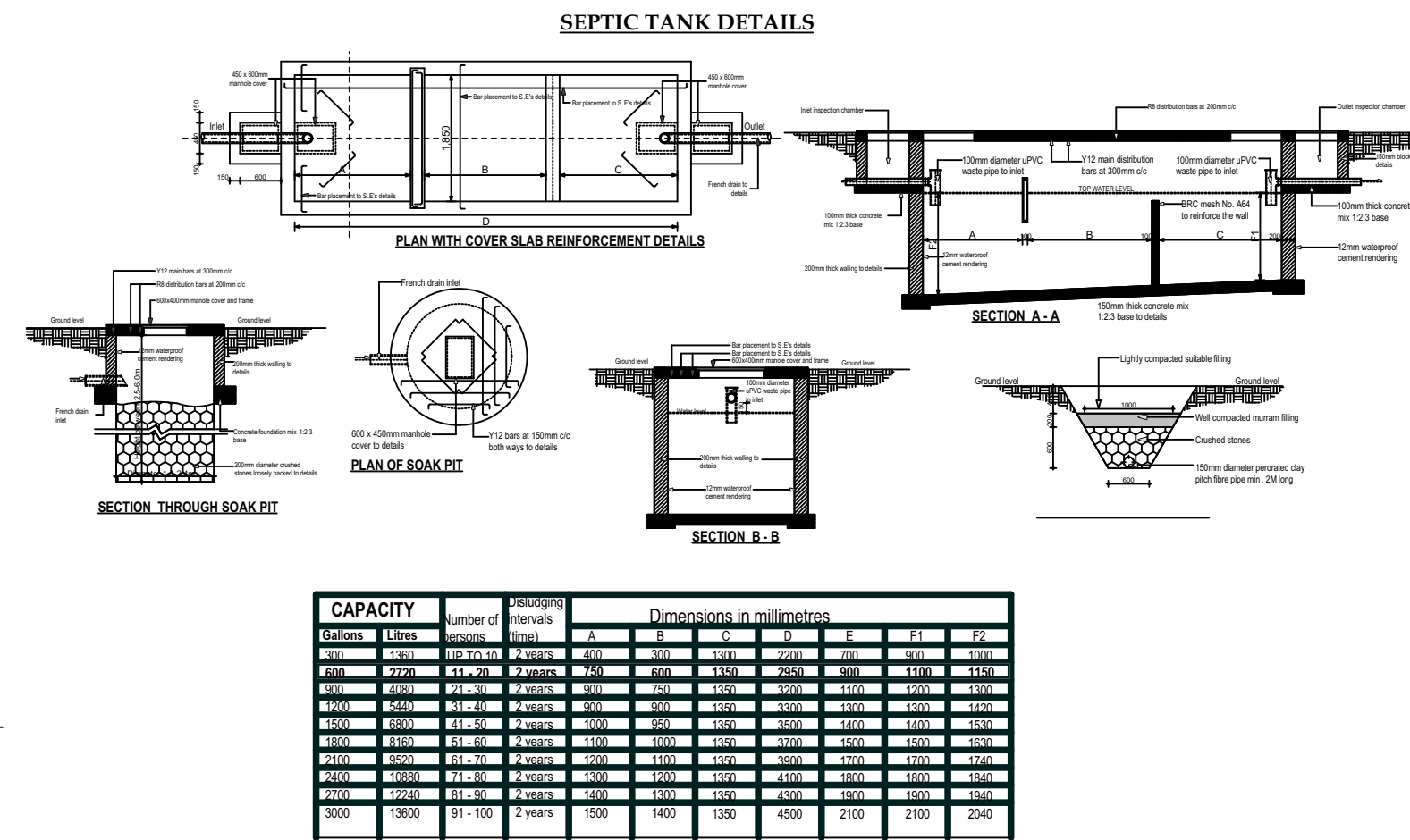
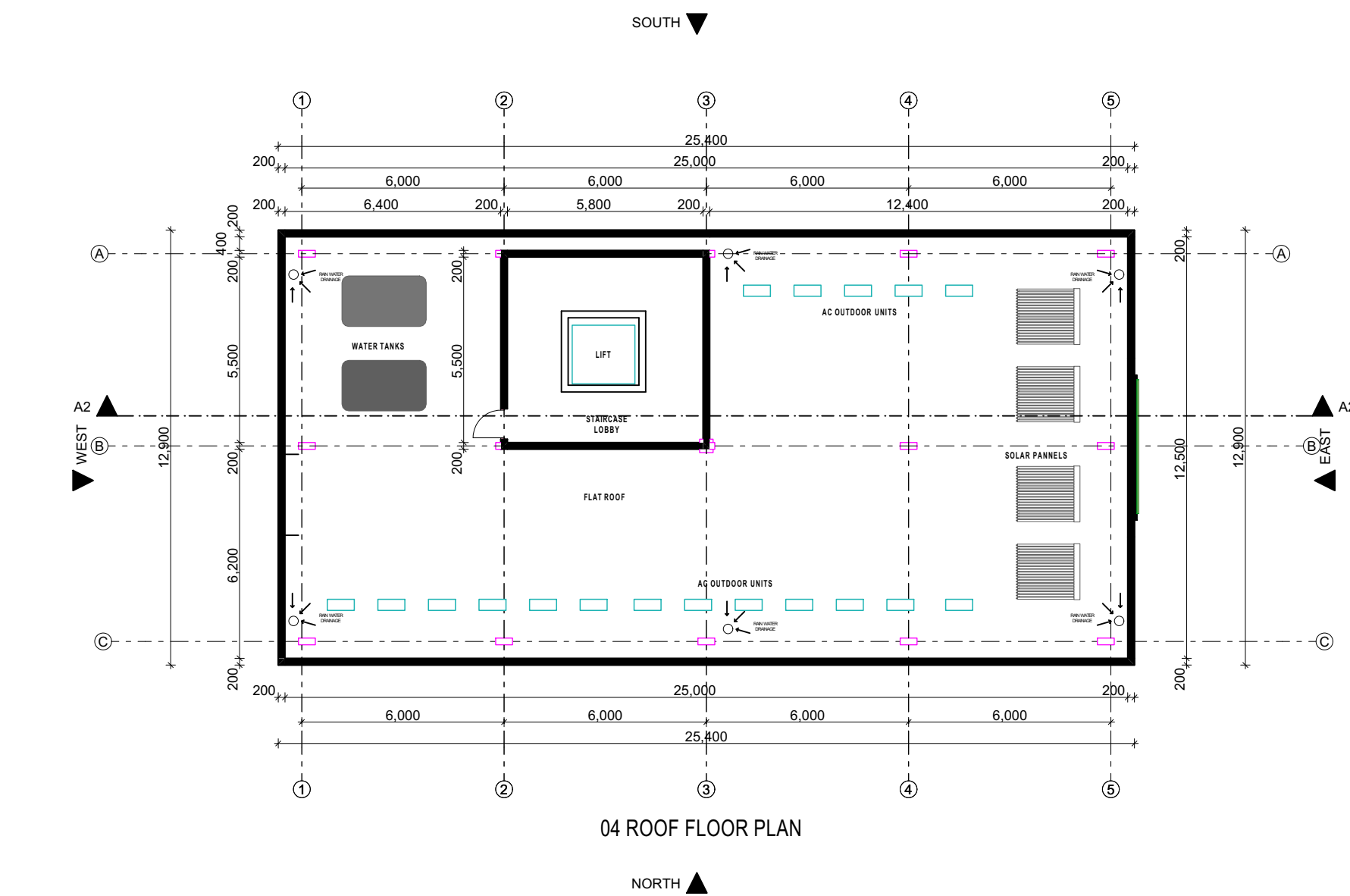
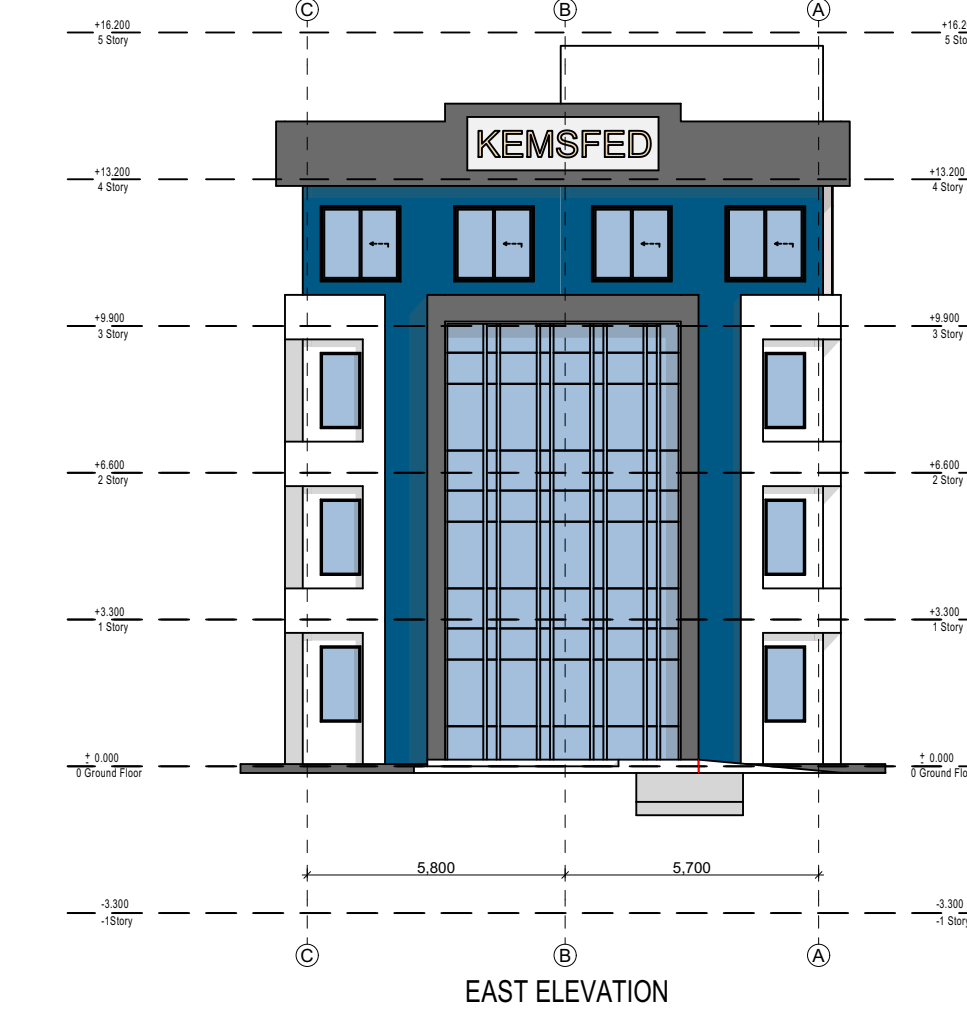
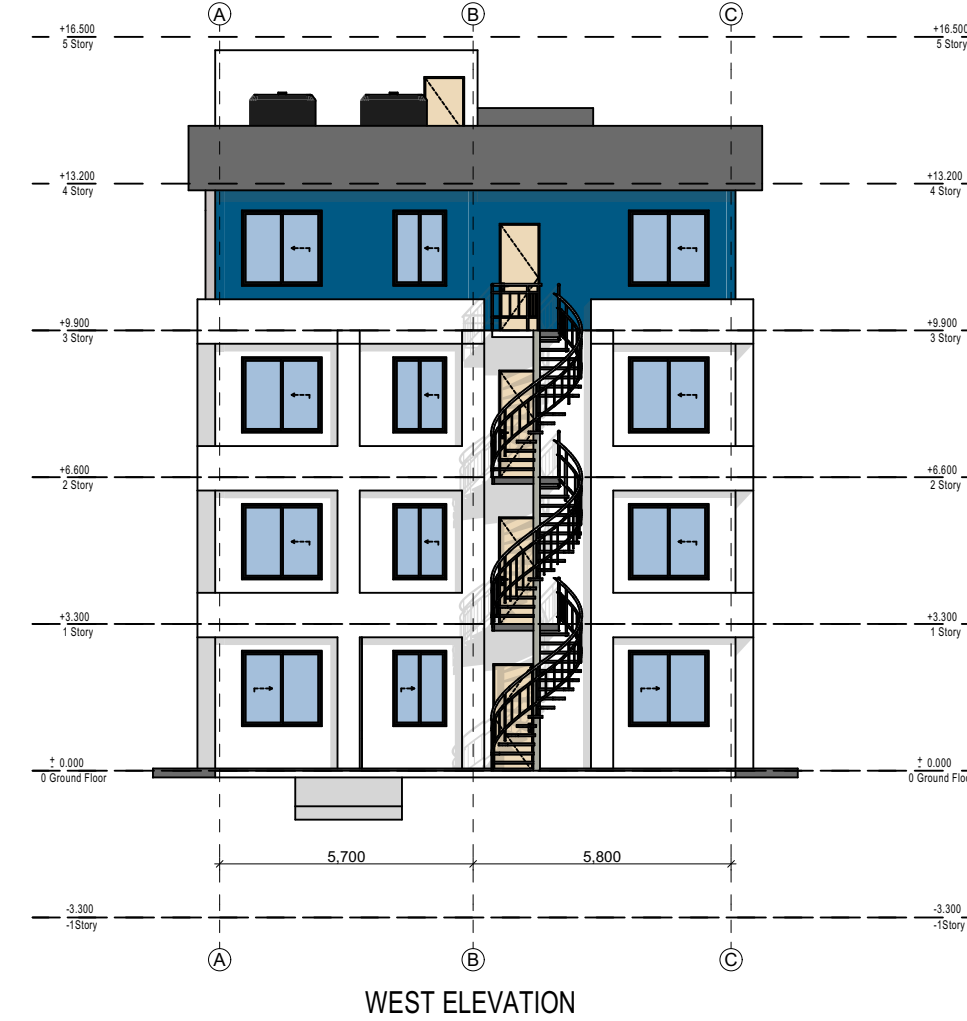
### Key Personnel

Item No.	Position/specialization	Relevant academic qualifications	Minimum years of relevant work experience
1.	Contract Manager/Site Agent (Registered as professional Engineer/Architect/ Quantity Surveyor)	Bsc. Structural/Civil Engineering/ Architect/ Quantity Surveyor	7
2.	Structure Engineer (Registered Professional Civil/Structural Engineer by the Engineers Board of Kenya)	Bsc. Structural/Civil Engineering	7
3.	Site Engineer (Engineer Registered by the recognized board)	Bsc. Structural/Civil Engineering	4
4.	Electrical Engineer (registered by the recognized board)	Bsc. Electrical Engineering	4
5.	Mechanical Engineer (registered by the recognized board)	Bsc. Mechanical Engineering	4
6.	Land Surveyor (registered by the recognized board)	Bsc. In Land Surveying	4
7.	Quantity Surveyor (Registered by the recognized board)	Bsc. In Building Economics/Quantity Surveying.	4
8.	Chief Foreman	Full Technician Certificate; Grade A (FTC)	5
9.	Environmental Specialist (Registered by a board recognized in Kenya)	Bsc. In Environmental Engineering/ Environmental sciences <i>(A NEMA lead expert; 5 years' experience in ESIA consultancies)</i>	5
10.	Health and Safety Officer (Registered by DOSH and with Current Practising License)	Bachelor's degree plus diploma in health and safety <i>(Occupational Health and Safety Expert;</i>	5

		<i>who has undertaken OHS and EHS training)</i>	
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## Drawings

ATTACHED



## NOTES

### Architectural Notes

1. All work to be carried out in accordance to Local Authority regulations.
2. All figured dimensions to be taken in preference to scaled dimensions.
3. Provide damp proof course(D.P.C.) under all walls.
4. All drawings are in mm unless otherwise stated.
5. P.V. denotes permanent ventilations.

### Civil Works

1. All slabs at ground level to be poured over 1000 gauge polythene sheeting on 50-75mm coral screed on 50-100mm hardcore(coral rag base).
2. All soils under slab to be treated for termite control.
3. All soils on cut embankments to be stabilised. The slope should not exceed natural angle of repose.

### Structural Works

1. Depth of foundation to be determined on site to S.E's approval.
2. For all Coral aggregate reinforcement works refer to Structural Engineers details.
3. All adjacent Coral aggregate reinforcement works and masonry walls to be tied with strap wrought iron at every course.
4. All walls less than 200mm thick to be reinforced with hoop wrought iron at every alternate course.

### Mechanical Works

1. All plumbing and drainage to comply with Mombasa County Council specifications.
2. All service ducts to be accessible from all floors
3. SVP denotes soil vent pipe to be provided at the head of drainage
4. Drains passing beneath buildings and walkways to be encased in 150mm concrete surround.
5. All underground foul and waste drain pipes to be class 41 golden brown pvc pipe
6. Minimum slope in the drain to be 1%
7. All mechanical work must be coordinated with electrical and any conflicts be clarified before work begins.

### Electrical Works

1. All conduits must be laid before plastering.

For and behalf of:

Architect \_\_\_\_\_

Reg. No. \_\_\_\_\_

Signature \_\_\_\_\_

## LEGEND

WINDOW	[W-04/12]	WINDOW TYPE
		WINDOW NUMBER
DOOR	[D-04/01]	DOOR TYPE
		DOOR NUMBER

### PROJECT TITLE :

## PROPOSED LIWATONI FISHERIES OFFICES



### Plans, elevations and Section

#### PROPOSED FLOOR AREA:

Prop Ground floor : 285 m<sup>2</sup>  
Prop First Floor : 285 m<sup>2</sup>  
Prop Second Floor : 285 m<sup>2</sup>

Scale 1:100

Designed by: Architect: MOMBASA COUNTY PUBLIC WORKS

Date 21<sup>TH</sup> November 2022















KEMS FED

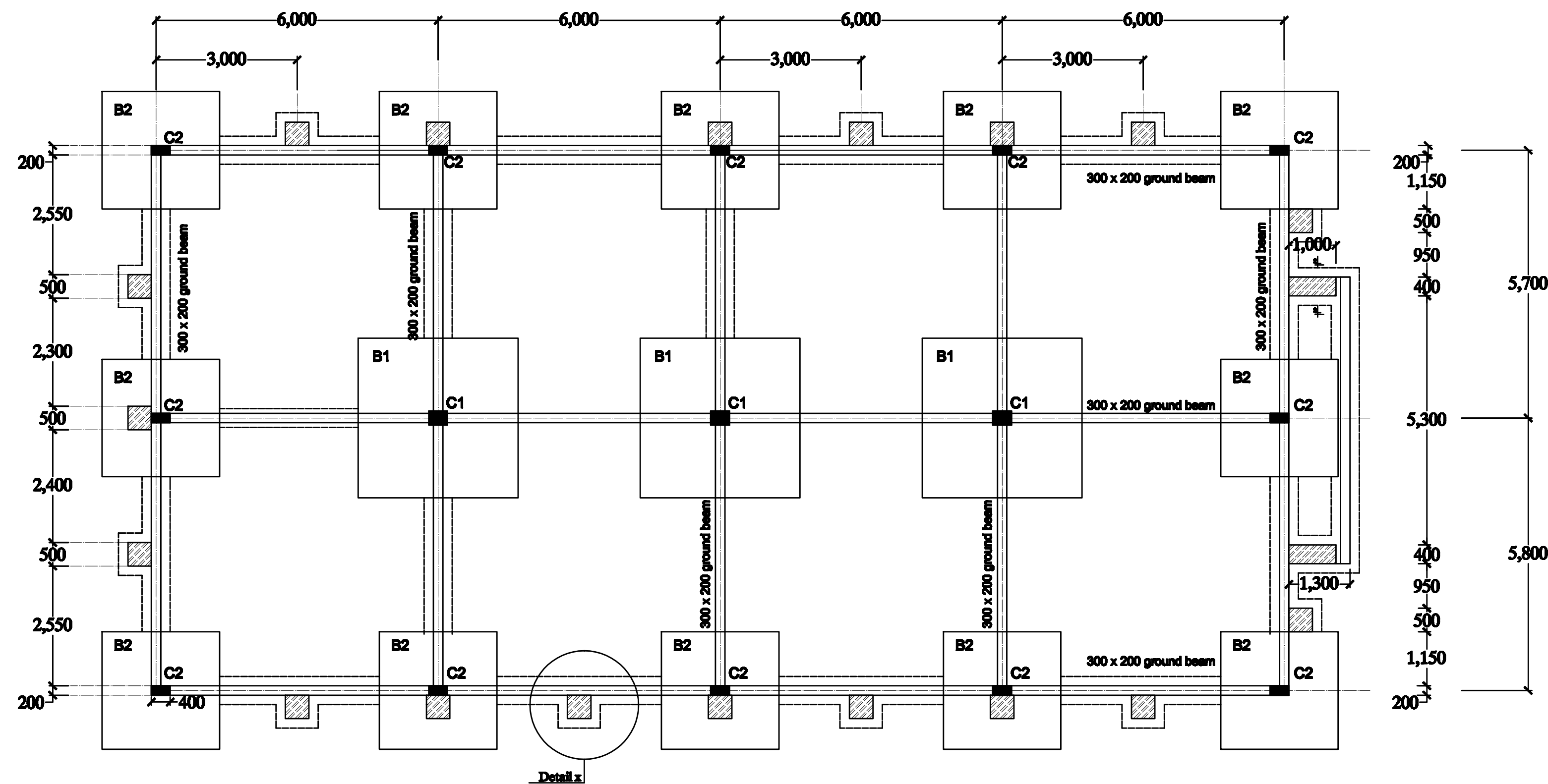




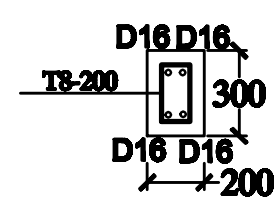




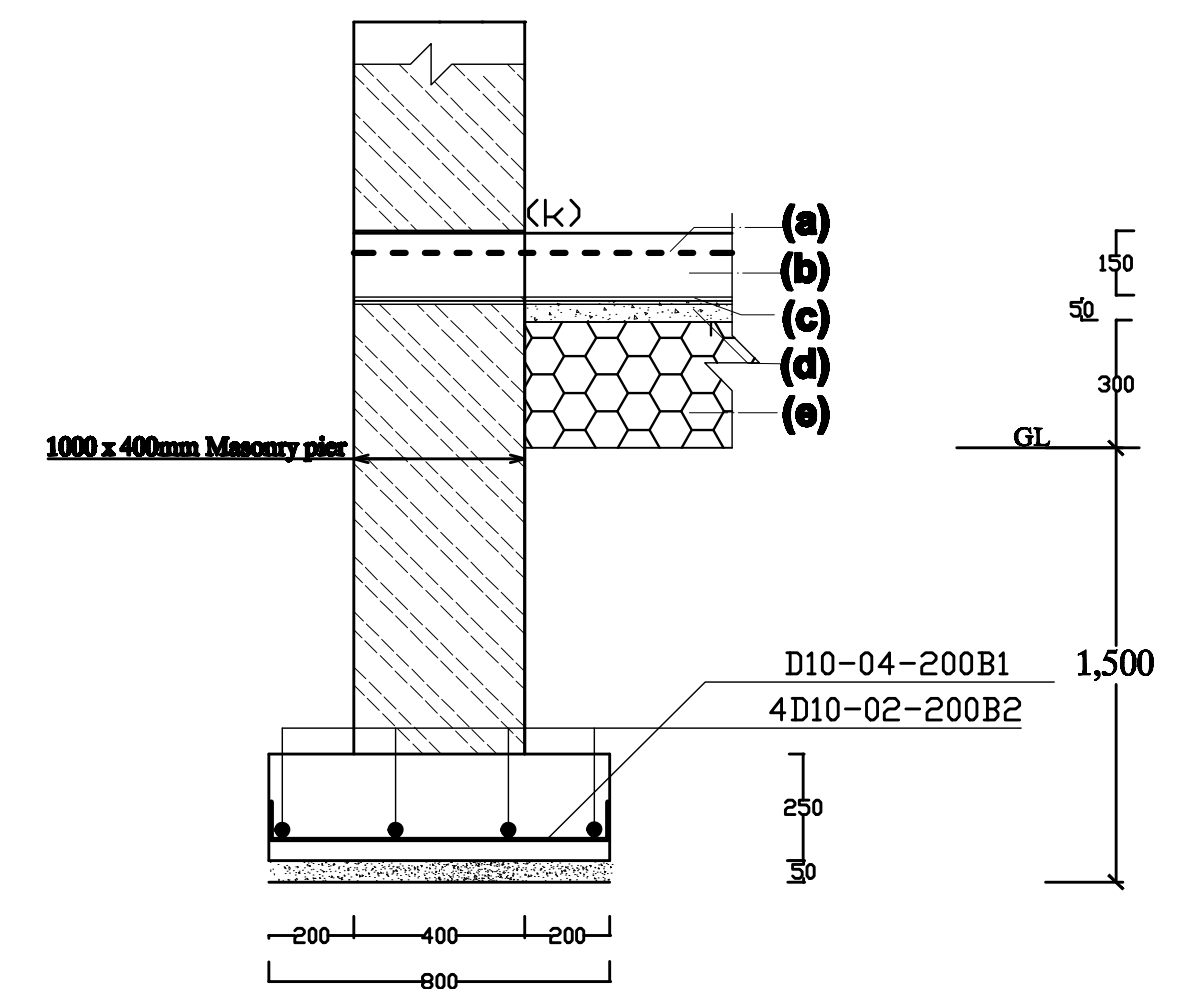




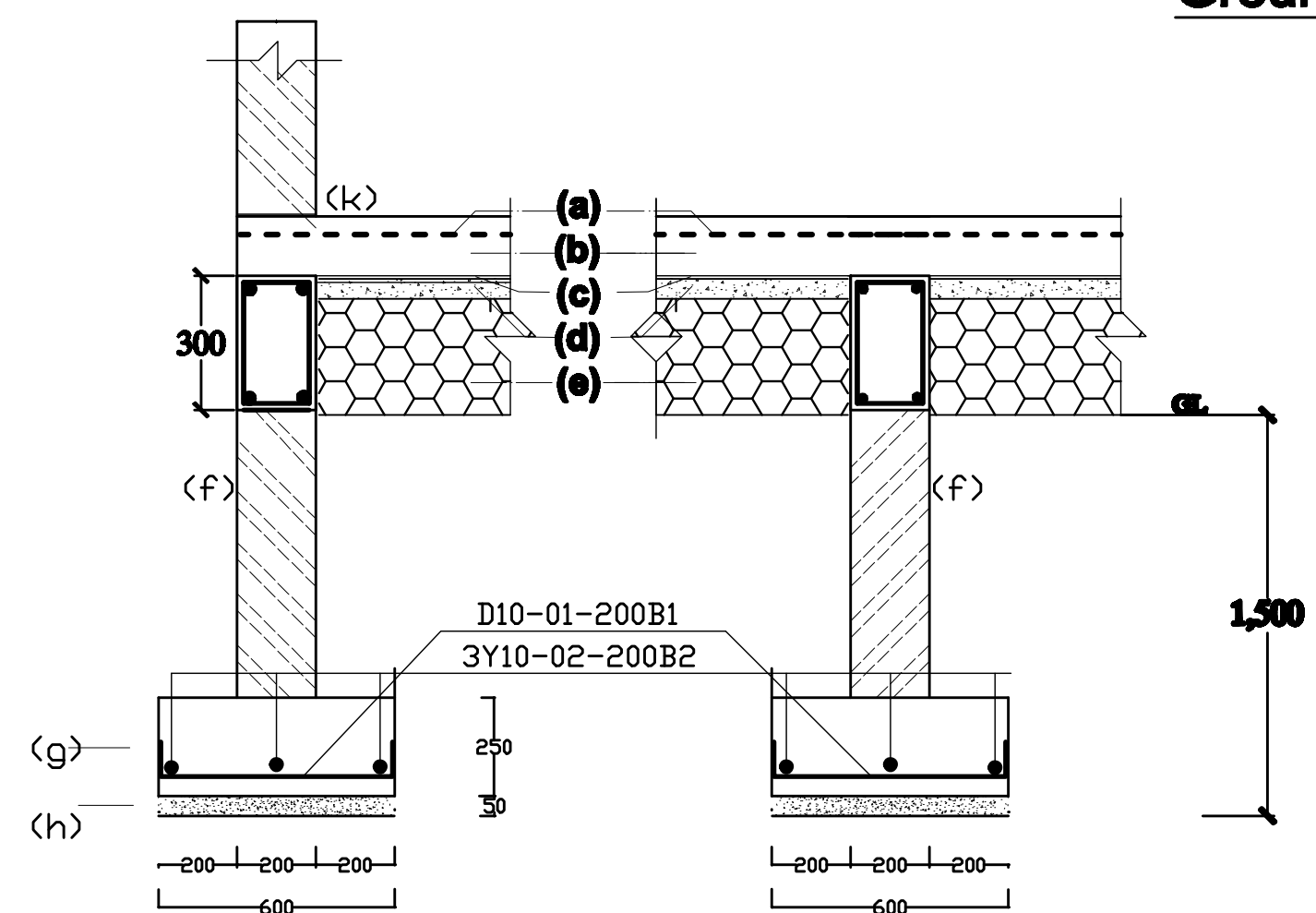
Foundation layout



Ground Beam Section



SEC 2-2.

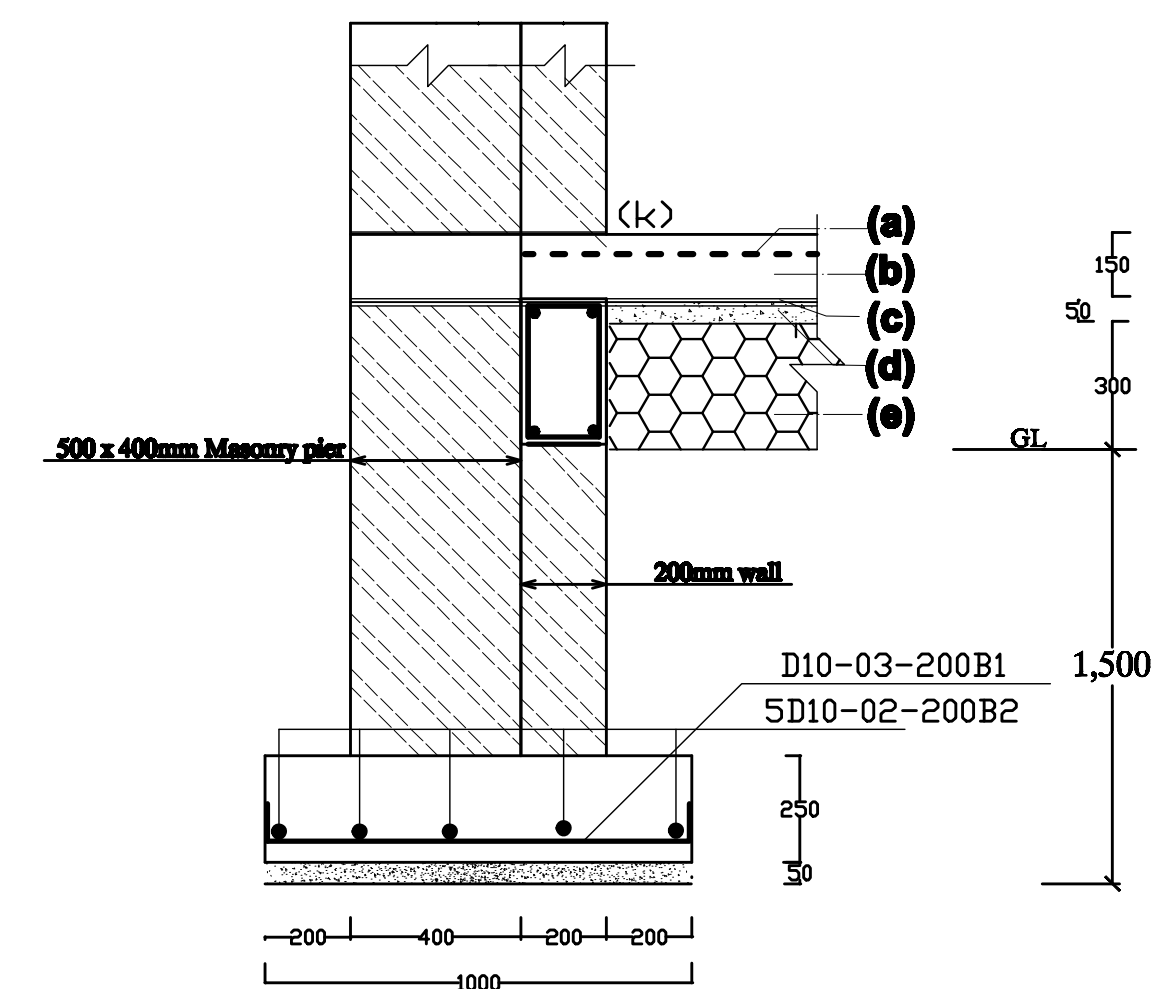


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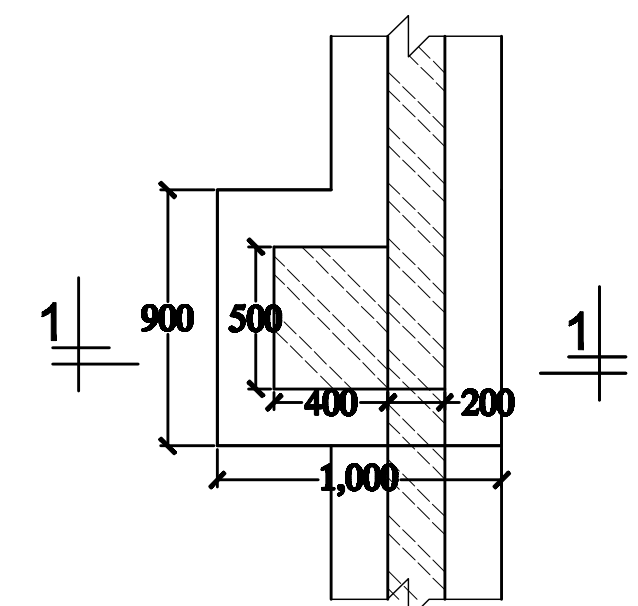
INT. SEC.

### FOUNDATION NOTES

- A142 BRC Mesh
- 150mm thk 1:2:4 Conc. Slab
- 1000G. Polythene Sheeting
- 50mm thk Murram Blinding
- 300mm well compacted Hardcore fill
- 200mm Natural Stone foundation walling
- 600mm x 200mm R.C. Wall Footing
- 50mm thk 1:4:8 Conc. Blinding
- 550mm x 150mm M.C. Slab thickening under all Non-Load bearing walls.
- Dump Proof Coarse



SEC 1-1.



Detail x

### NOTES

- All dimensions are in millimetres unless otherwise stated.
- This drawing must be read in conjunction with Architectural drawings and all other relevant drawings.
- Only figured dimensions to be taken.
- Concrete strength for structural concrete members to be class 25/25, mix 1:1.5:3. concrete compressive strength cube tests

required for 7&28days.

- Reinforcement Cover:-
  - Slab 25mm
  - Beams 25mm
  - Columns 40mm
  - Foundations 50mm(substructure)
- Allowable Bearing Capacity 150kN/m<sup>2</sup>
- All concrete works to be supervised by the structural engineer
- All materials shall be tested prior to use. strength tests for 7&28days.

### CLIENT

### PROJECT

**PROPOSED LIWATONI FISHERIES OFFICES**

**FIGURED DIMENSIONS ONLY TO BE TAKEN FROM THIS DRAWING**

### DRAWING TITLE

**FOUNDATION LAYOUT & STRIP RC DETAIL**

### SCALES

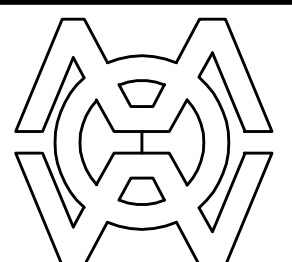
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### DRG NO.

**D1 N-22 STR/O1**

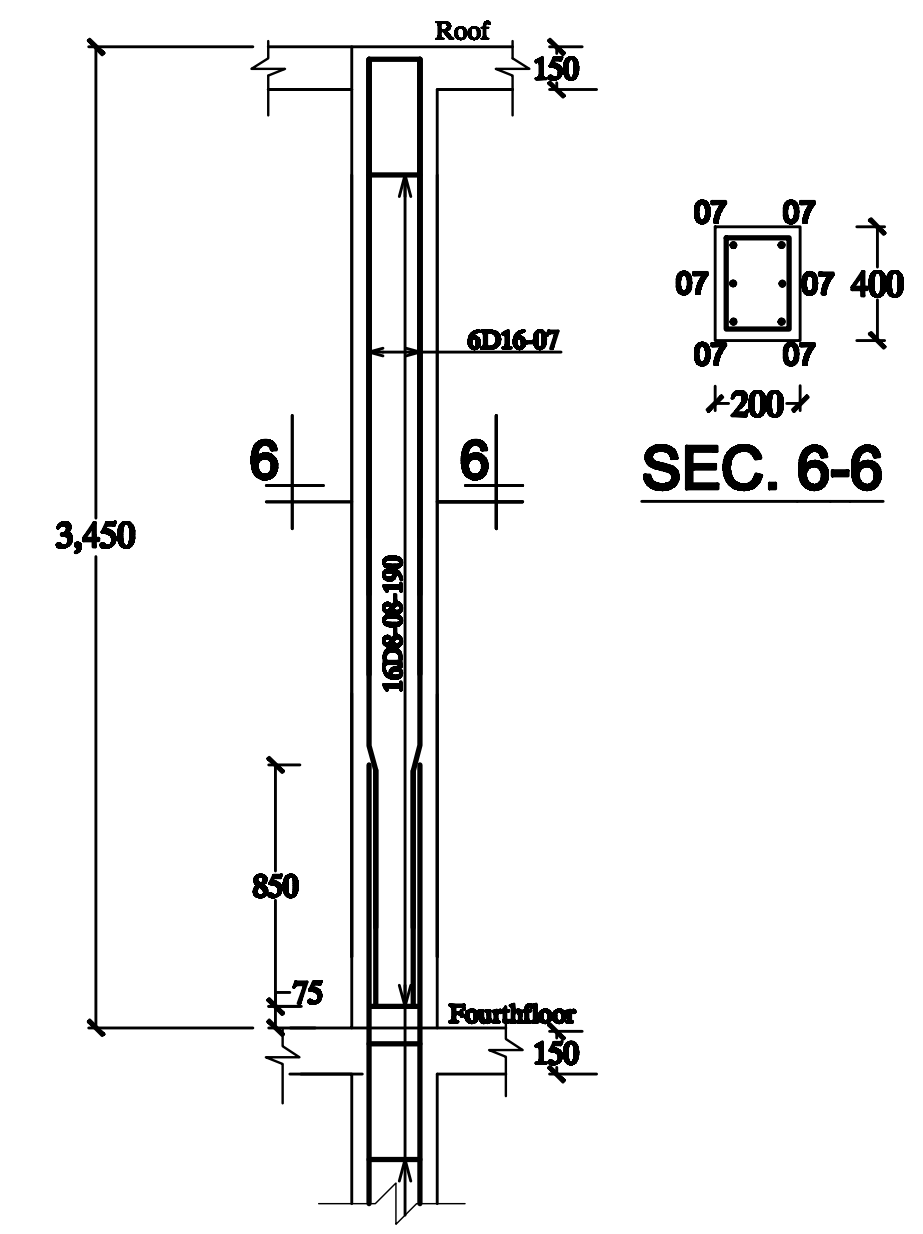
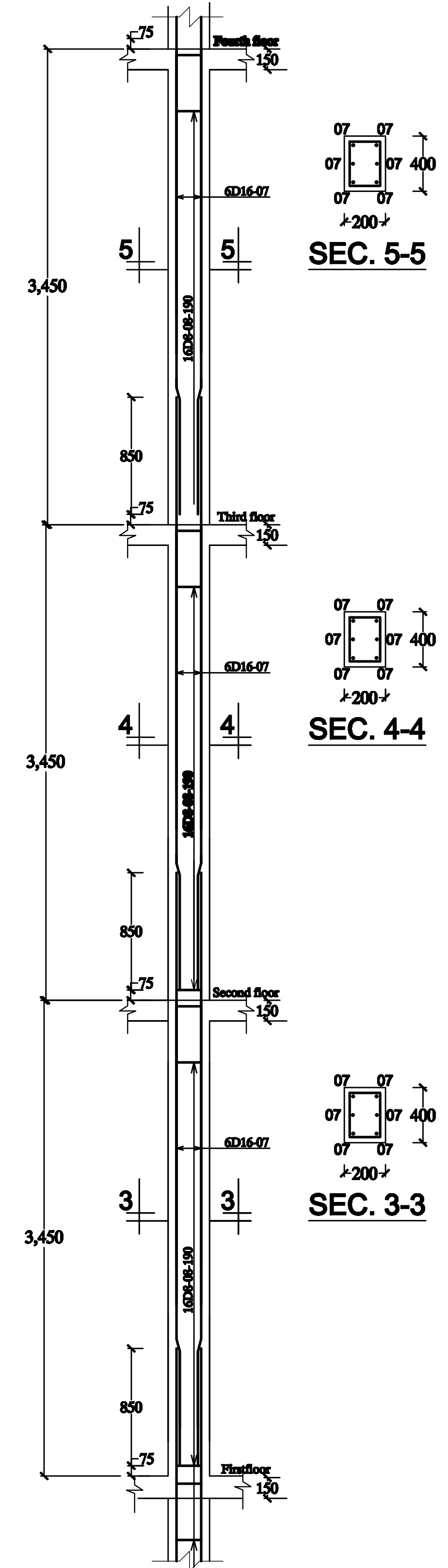
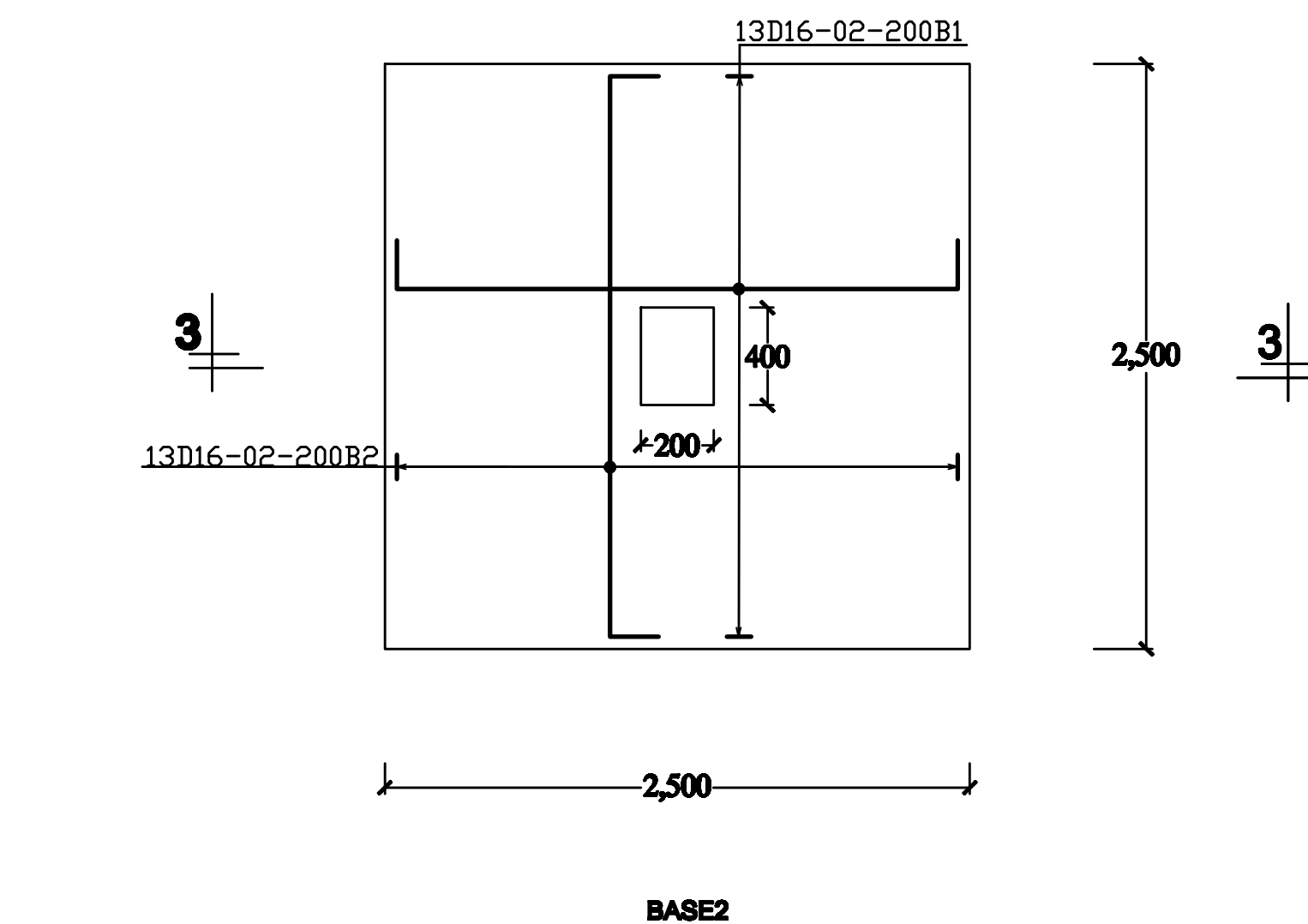
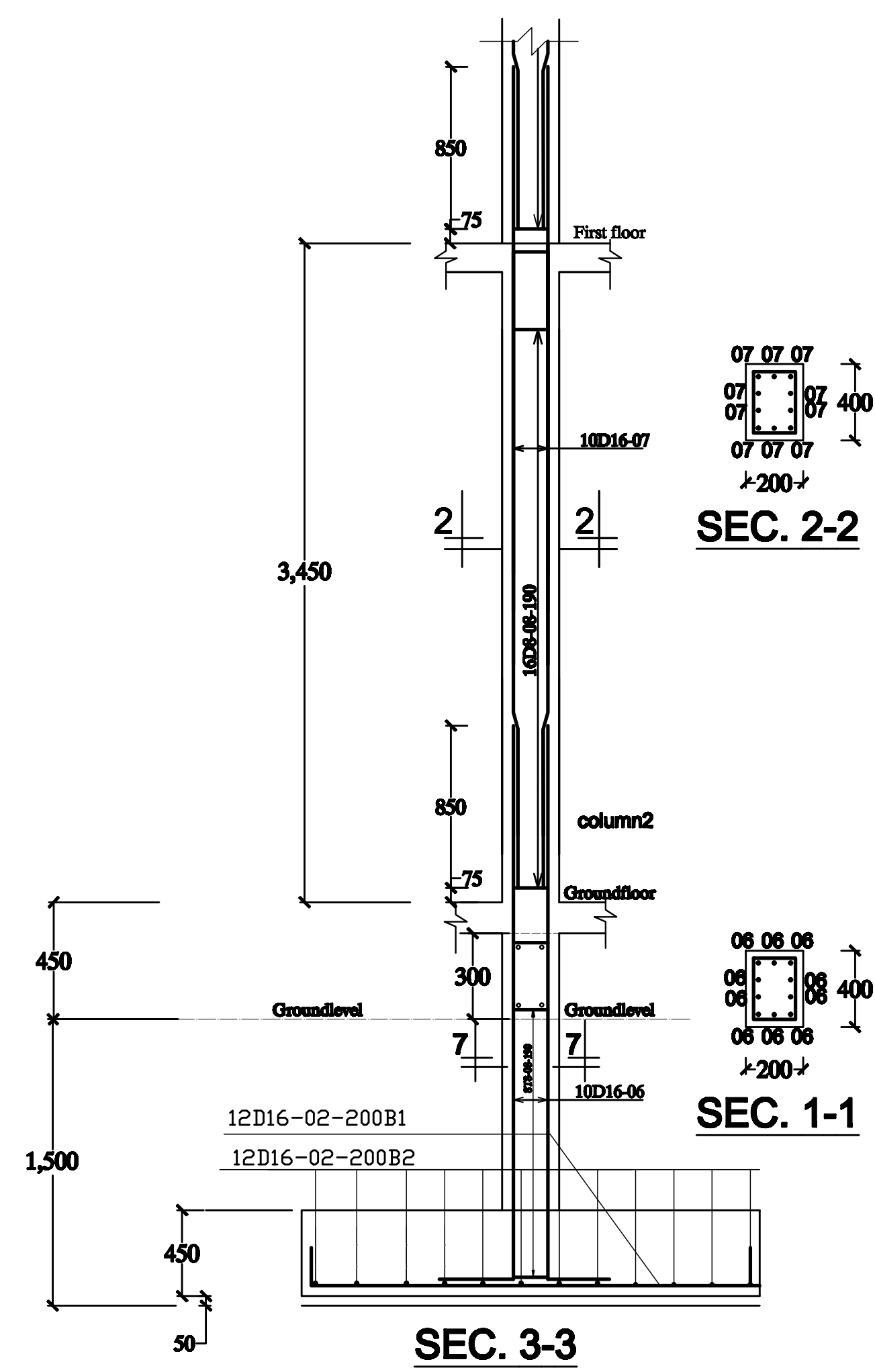
### APPROVED BY

	NAME	SIGNATURE	DATE
DESIGNED	Musyoka Nalambu		
DRAWN	Musyoka Nalambu		
CHECKED BY			



**DEPARTMENT OF  
T. I. & P.W.,  
STRUCTURAL SECTION**





**NOTES**

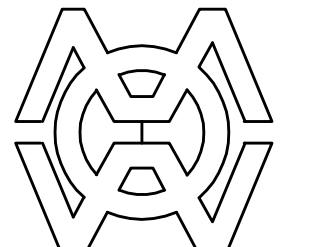
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4. Concrete strength for structural concrete members to be class 25/25, mix 1:1.5:3. concrete compressive strength cube tests

5. required for 7&28days.
6. Reinforcement Cover:-  
(a) Slab 25mm  
(b) Beams 25mm  
(c) Columns 40mm  
(d) Foundations 50mm(substructure)
7. Allowable Bearing Capacity 150kN/m2
8. All concrete works to be supervised by the structural engineer
9. All materials shall be tested prior to use.

<b>CLIENT</b>
<b>PROJECT</b>
<b>PROPOSED LIWATONI FISHERIES OFFICES</b>
<b>FIGURED DIMENSIONS ONLY TO BE TAKEN FROM THIS DRAWING</b>

<b>DRAWING TITLE</b>
<b>PAD FOOTING &amp; COLUMN RC DETAIL</b>
<b>DRG NO.</b>
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<b>SCALES</b>
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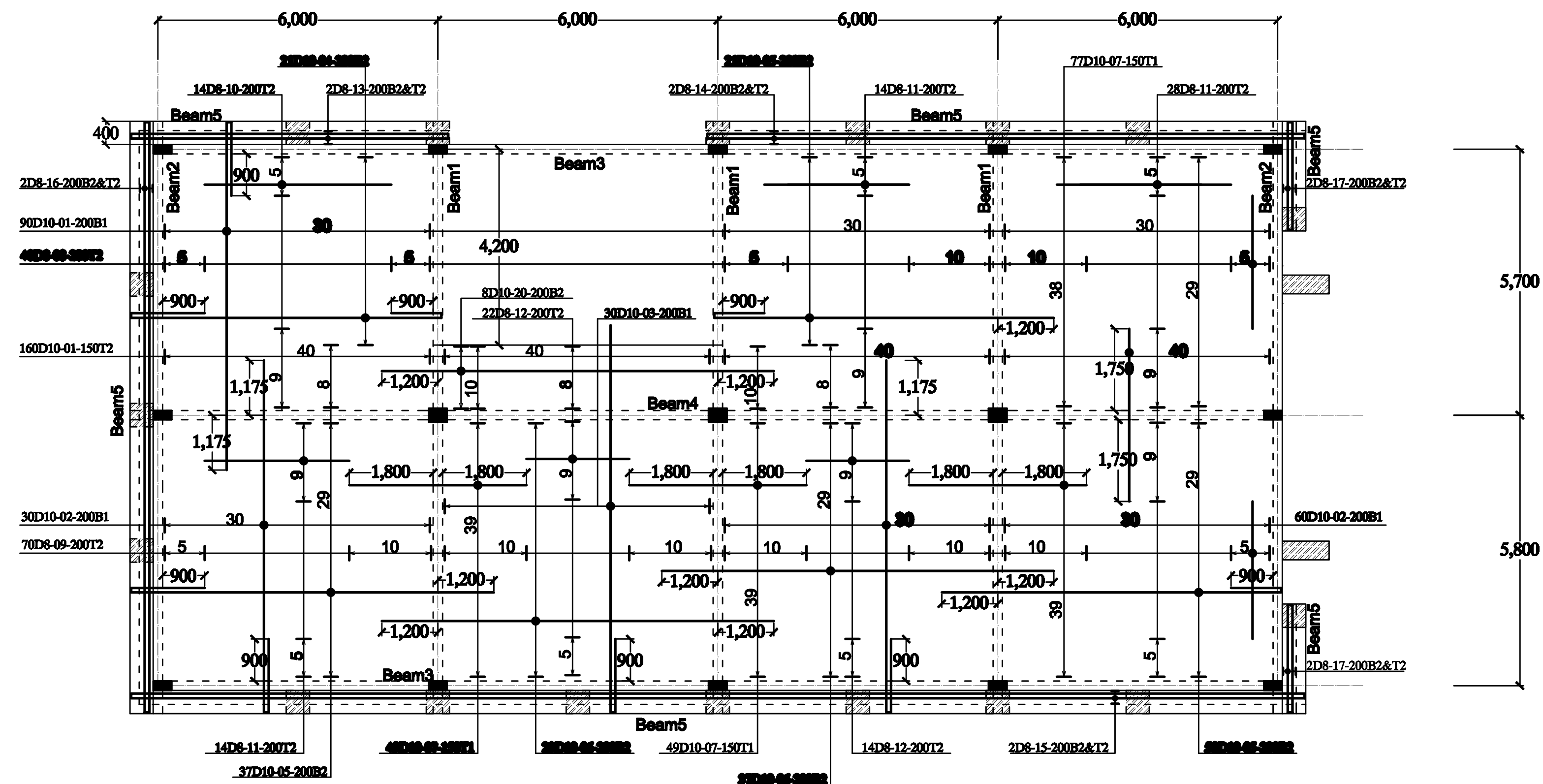
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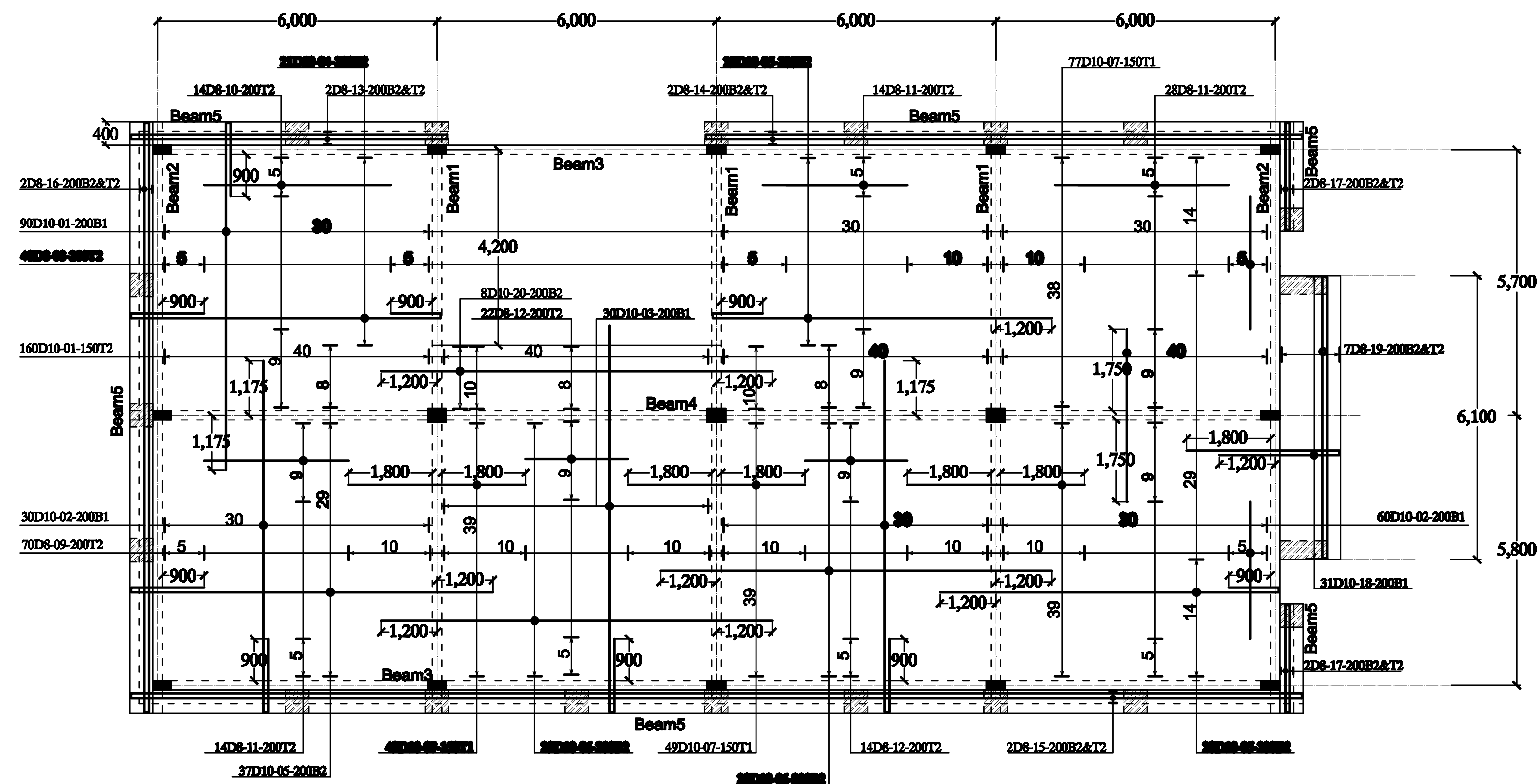
**DEPARTMENT OF T. I. & P.W,**

STRUCTURAL SECTION





First floor slab and Typical (150mm thick)



Second floor slab (150mm thick)

#### NOTES

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  - (c) Columns 40mm
  - (d) Foundations 50mm(substructure)
6. Allowable Bearing Capacity 150kN/m<sup>2</sup>
  7. All concrete works to be supervised by the structural engineer
  8. All materials shall be tested prior to use. strength tests for 7&28days.

#### CLIENT

#### PROJECT

### PROPOSED LIWATONI FISHERIES OFFICES

FIGURED DIMENSIONS ONLY TO BE TAKEN FROM THIS DRAWING

#### DRAWING TITLE

### SLAB RC DETAIL

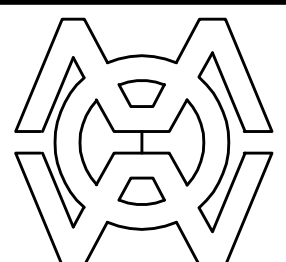
SCALES  
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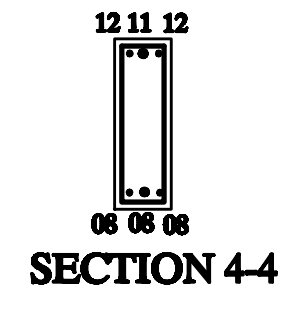
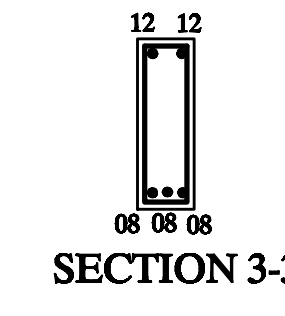
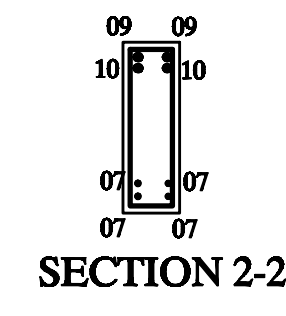
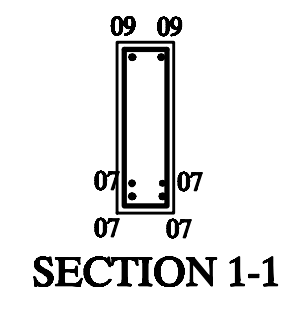
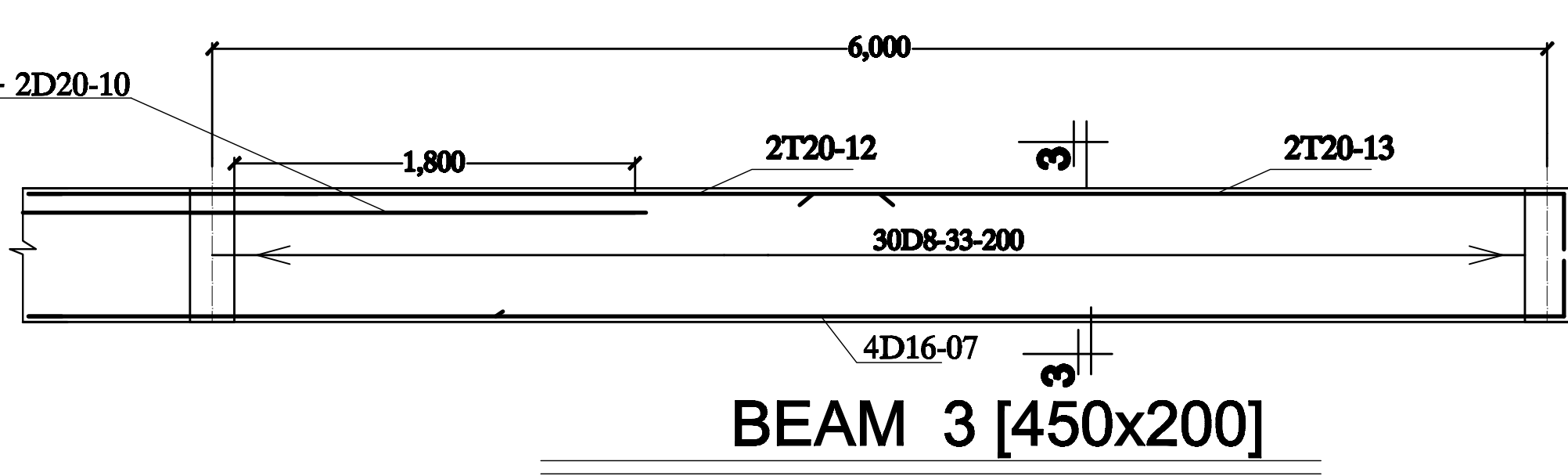
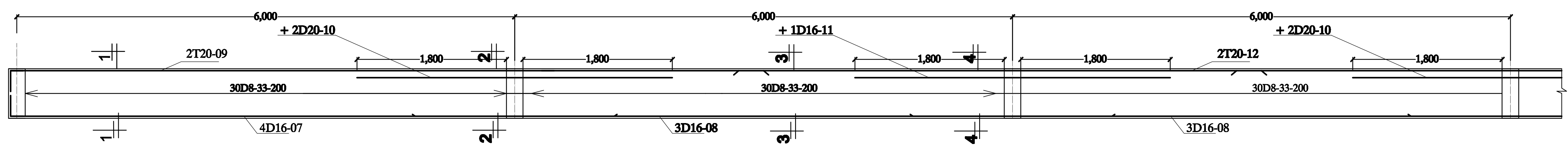
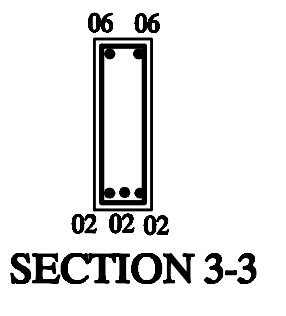
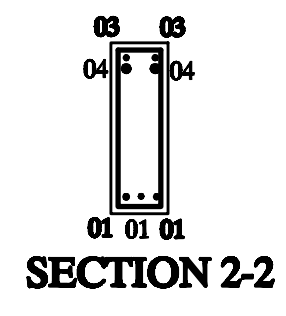
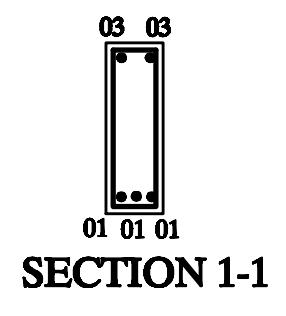
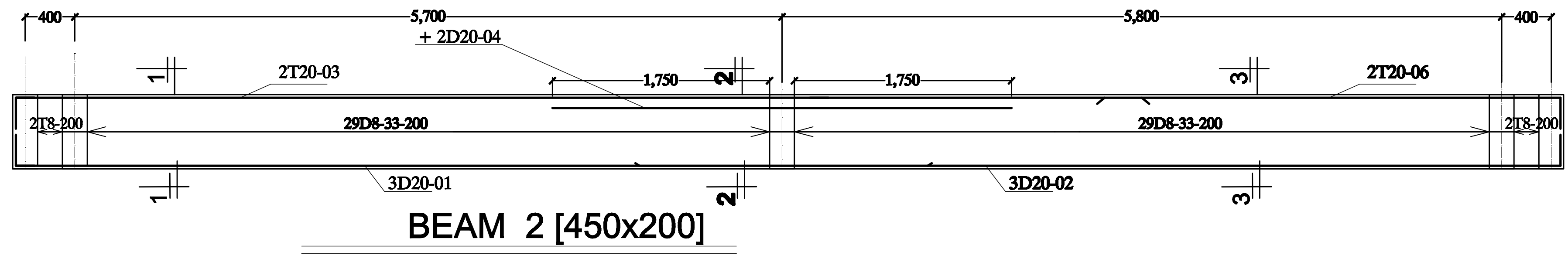
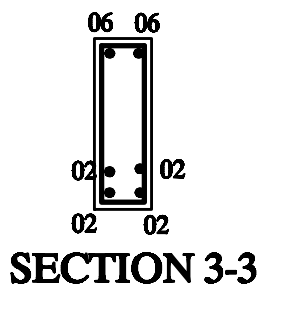
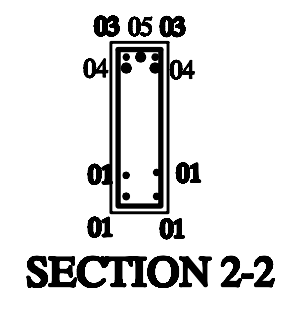
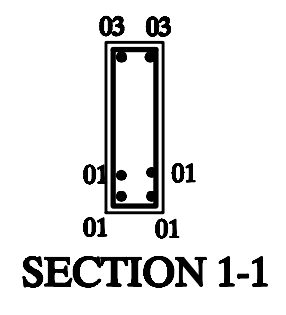
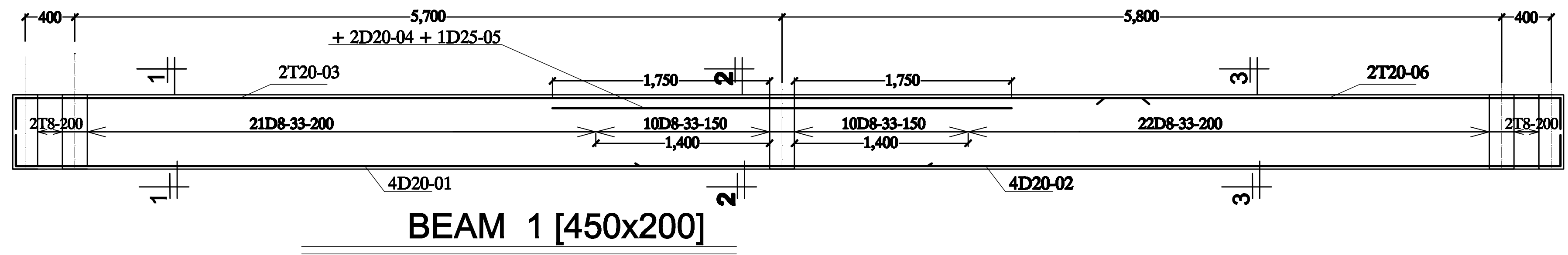
#### APPROVED BY

	NAME	SIGNATURE	DATE
DESIGNED	Musyoka Nalambu		
DRAWN	Musyoka Nalambu		
CHECKED BY			



DEPARTMENT OF  
T. I. & P.W,  
STRUCTURAL SECTION





**NOTES**

1. All dimensions are in millimetres unless otherwise stated.
2. This drawing must be read in conjunction with Architectural drawings and all other relevant drawings.
3. Only figured dimensions to be taken.
4. Concrete strength for structural concrete members to be class 25/25, mix 1:1.5:3. concrete compressive strength cube tests

- required for 7&28days.
5. Reinforcement Cover:-
    - (a) Slab 25mm
    - (b) Beams 25mm
    - (c) Columns 40mm
    - (d) Foundations 50mm(substructure)
  6. Allowable Bearing Capacity 150kN/m2
  7. All concrete works to be supervised by the structural engineer
  8. All materials shall be tested prior to use. strength tests for 7&28days.

**CLIENT**

**PROJECT**

**PROPOSED LIWATONI FISHERIES OFFICES**

**FIGURED DIMENSIONS ONLY TO BE TAKEN FROM THIS DRAWING**

**DRAWING TITLE**

**RC BEAM DETAIL**

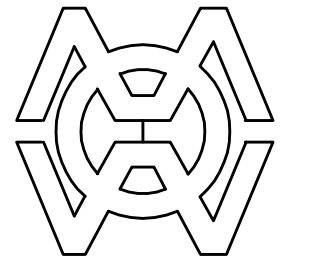
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**D1 N-22 STR/O5**

**SCALES**

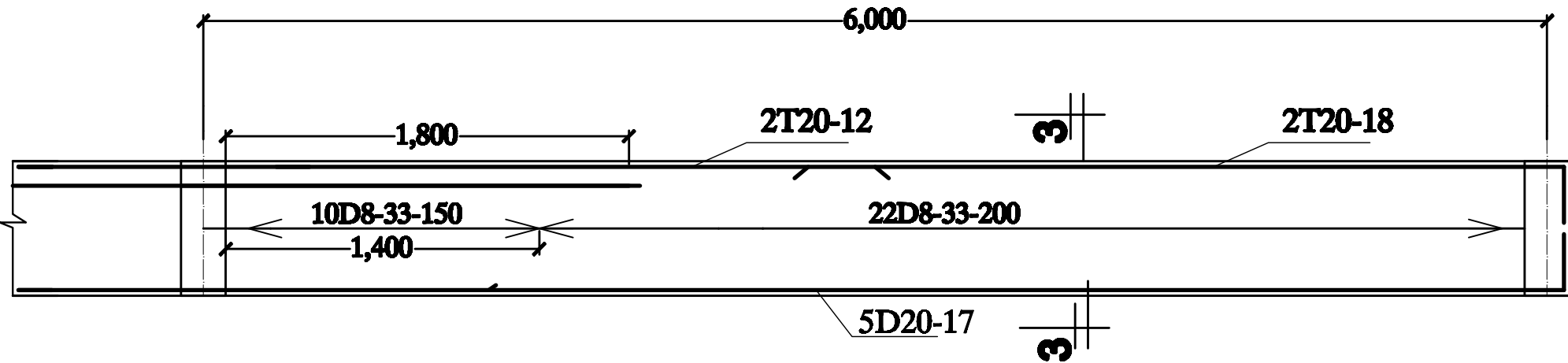
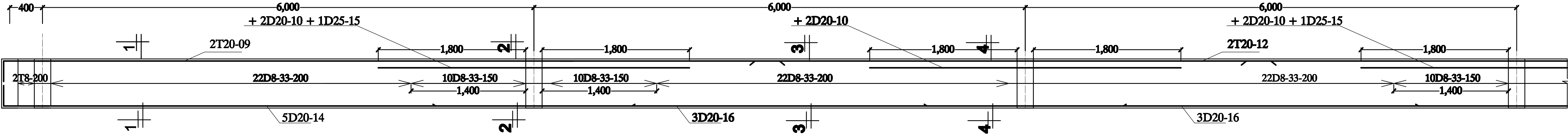
**1:25**

APPROVED BY			
	NAME	SIGNATURE	DATE
DESIGNED	Musyoka Nalambu		
DRAWN	Musyoka Nalambu		
CHECKED BY			

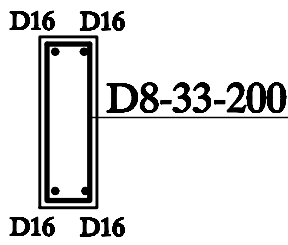
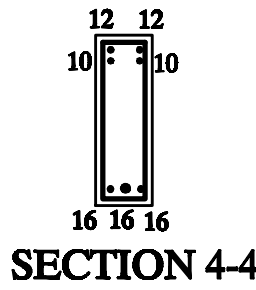
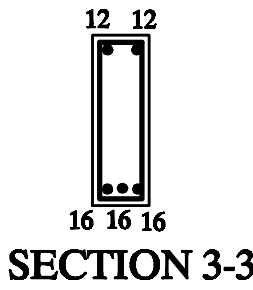
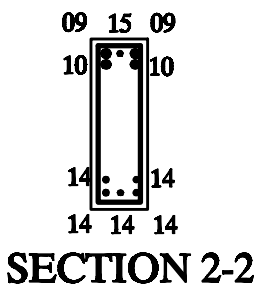
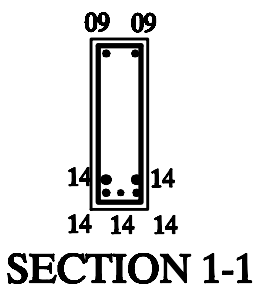


**DEPARTMENT OF T. I. & P.W,**

STRUCTURAL SECTION



BEAM 4 [450x200]



BEAM 5 [450x200]

NOTES

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4. Concrete strength for structural concrete members to be class 25/25, mix 1:1.5:3. concrete compressive strength cube tests

- required for 7&28days.
5. Reinforcement Cover:-
    - (a) Slab 25mm
    - (b) Beams 25mm
    - (c) Columns 40mm
    - (d) Foundations 50mm(substructure)
  6. Allowable Bearing Capacity 150kN/m2
  7. All concrete works to be supervised by the structural engineer
  8. All materials shall be tested prior to use. strength tests for 7&28days.

CLIENT

PROJECT

PROPOSED LIWATONI  
FISHERIES OFFICES

FIGURED DIMENSIONS ONLY TO BE  
TAKEN FROM THIS DRAWING

DRAWING TITLE

RC BEAM DETAIL

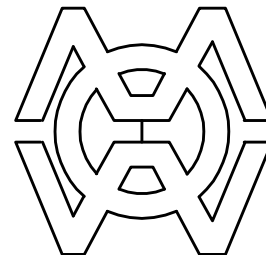
SCALES  
1:25

DRG NO.

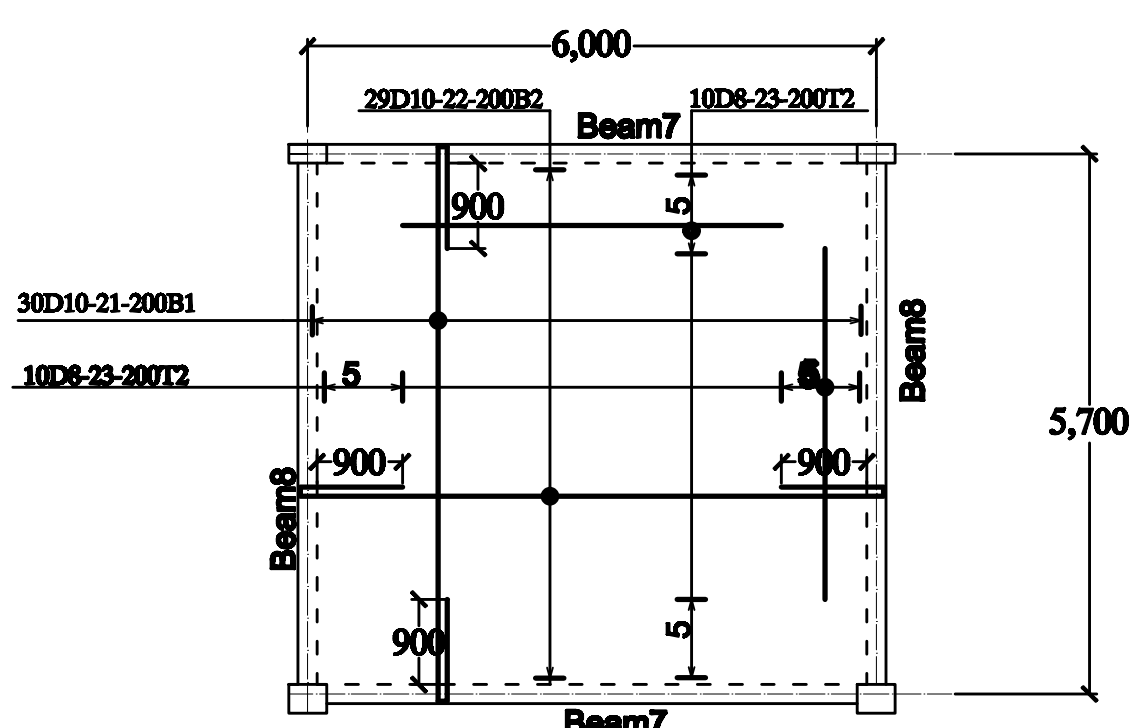
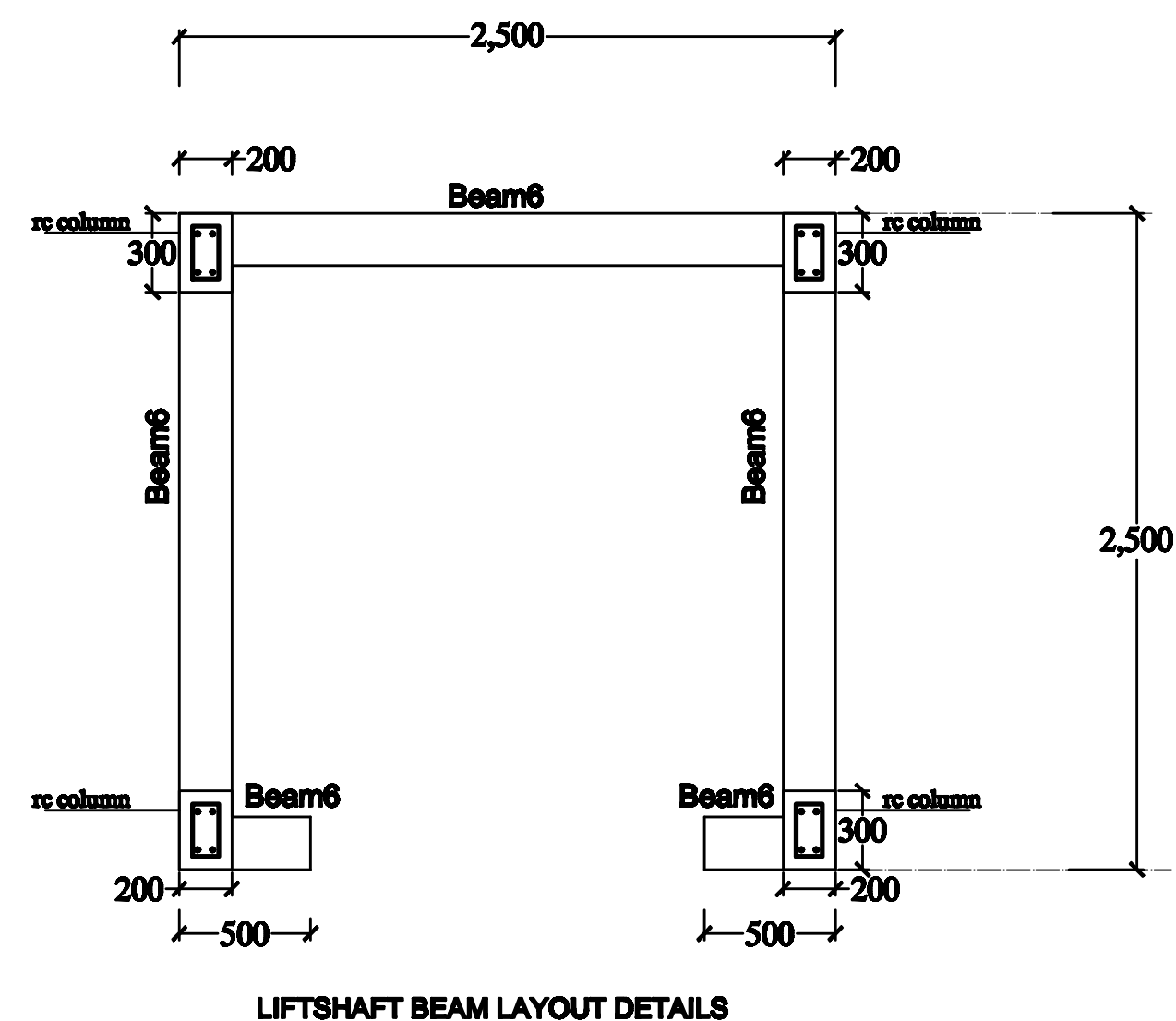
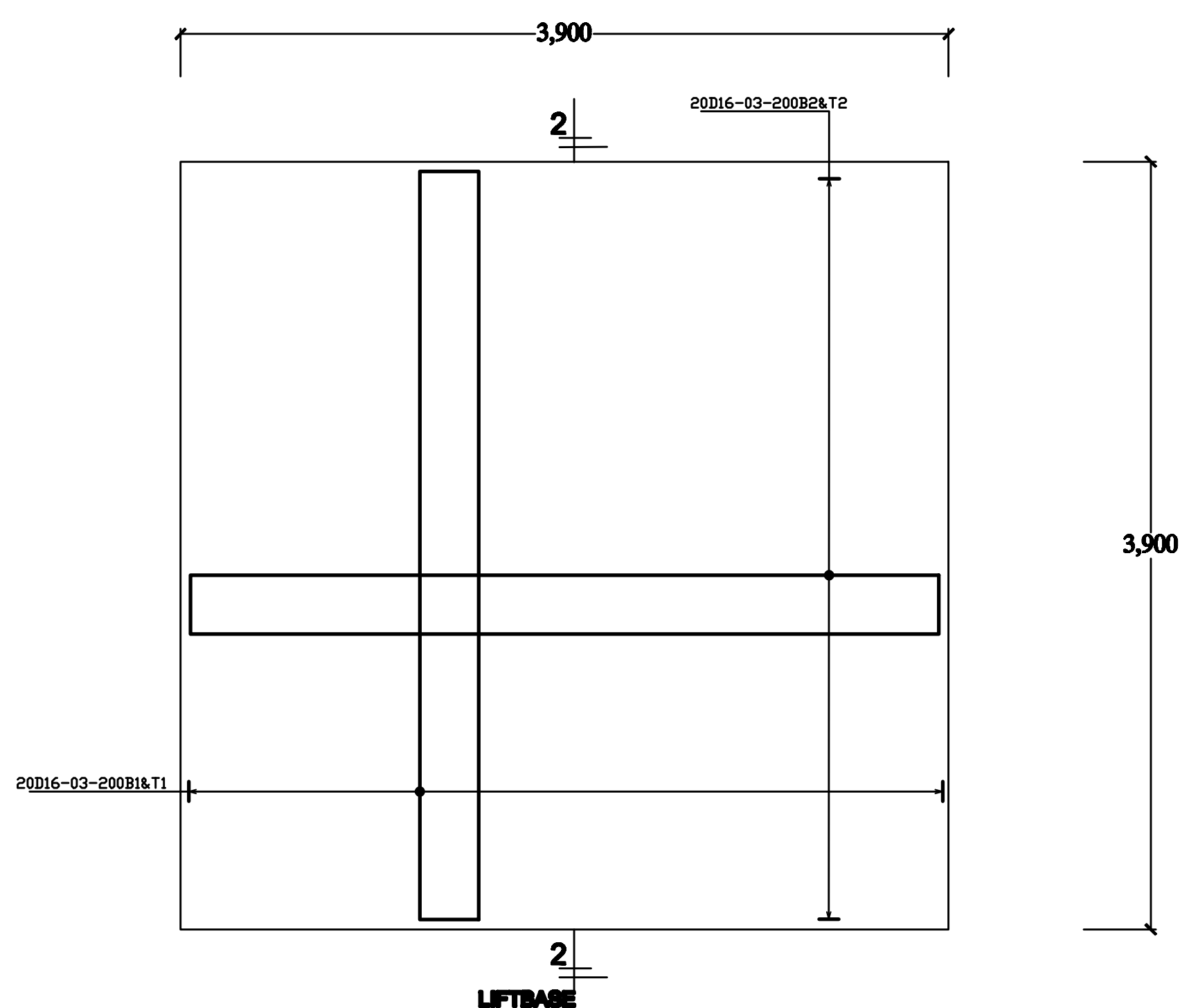
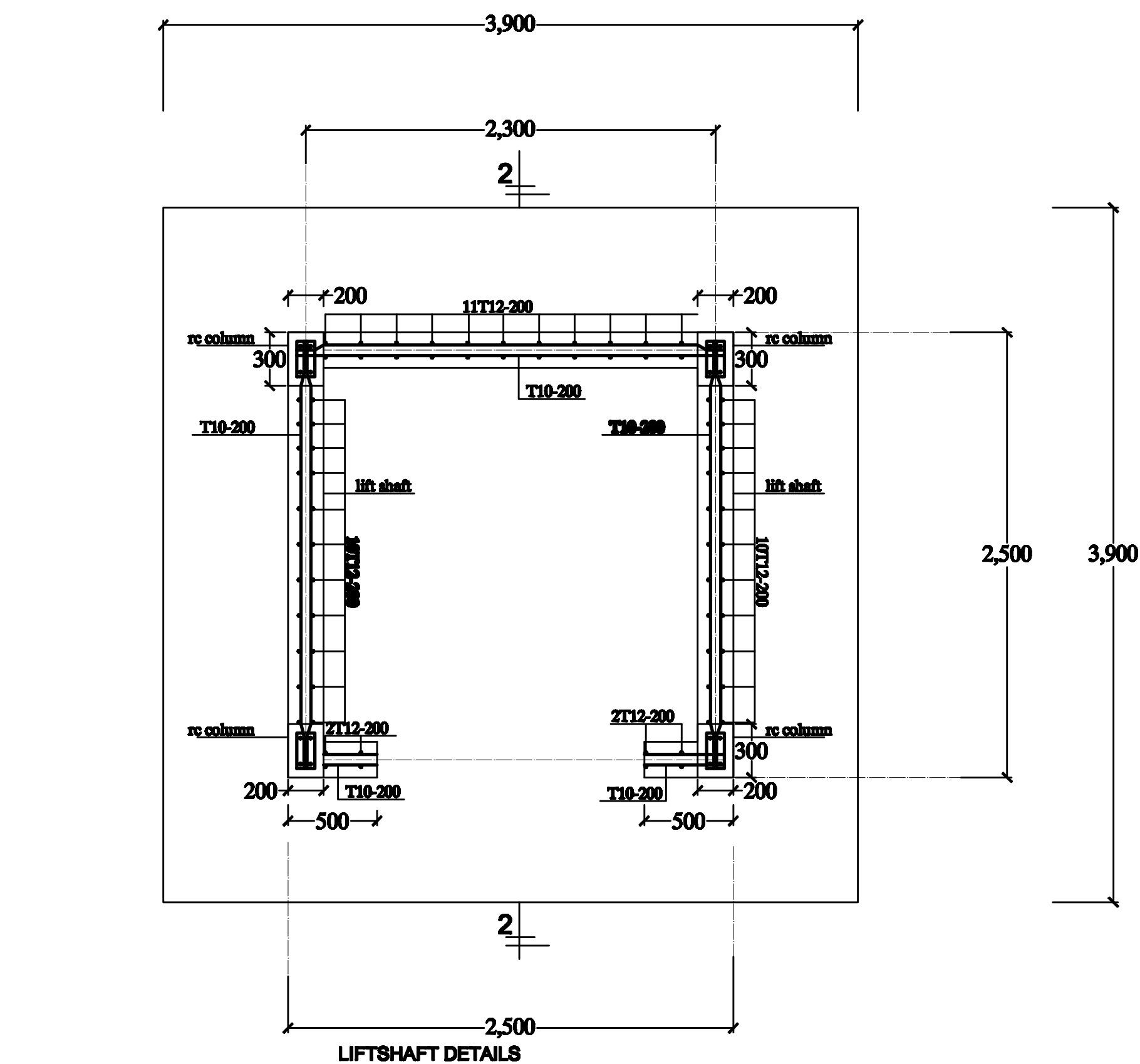
D1 N-22 STR/O6

APPROVED BY

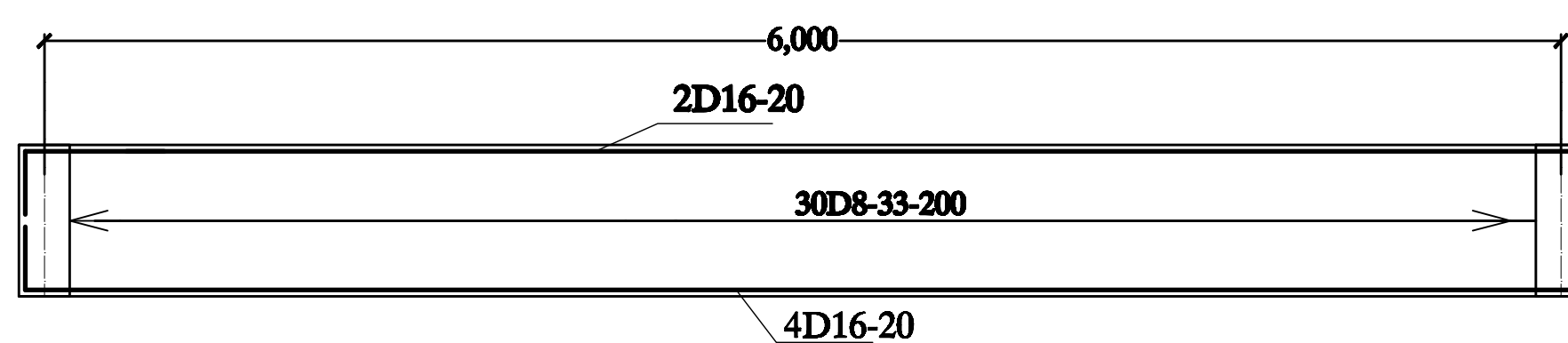
	NAME	SIGNATURE	DATE
DESIGNED	Musyoka Nalambu		
DRAWN	Musyoka Nalambu		
CHECKED BY			



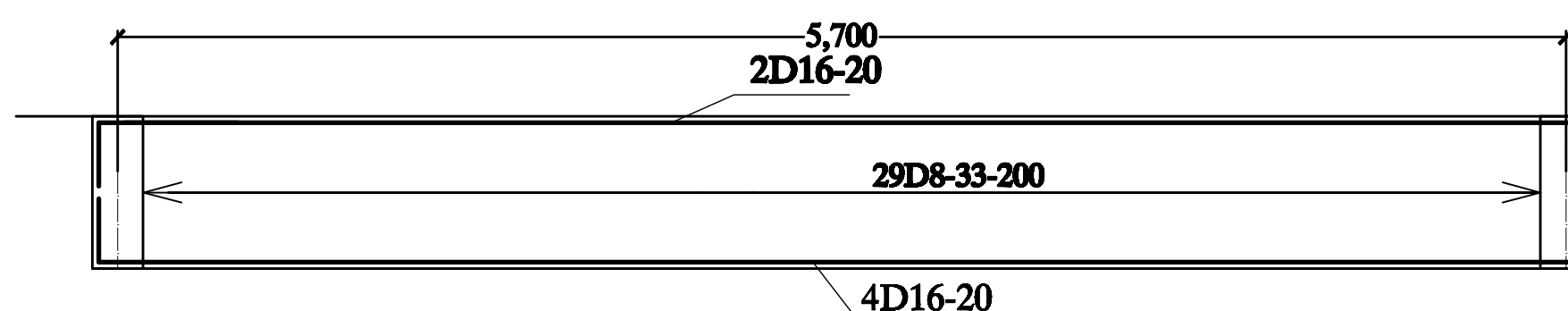
DEPARTMENT OF  
T. I. & P.W,  
STRUCTURAL SECTION



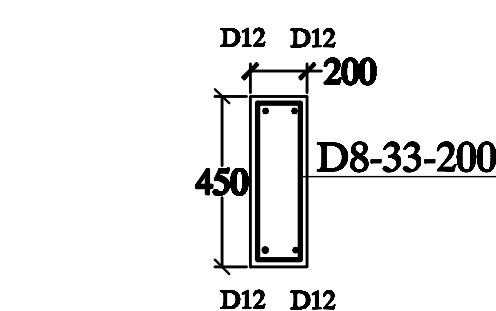
### LIFT ROOF RC SLAB DETAILS



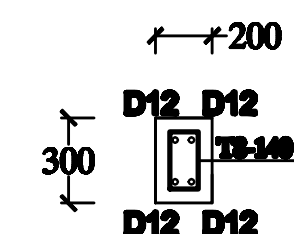
### BEAM 7 [450x200]



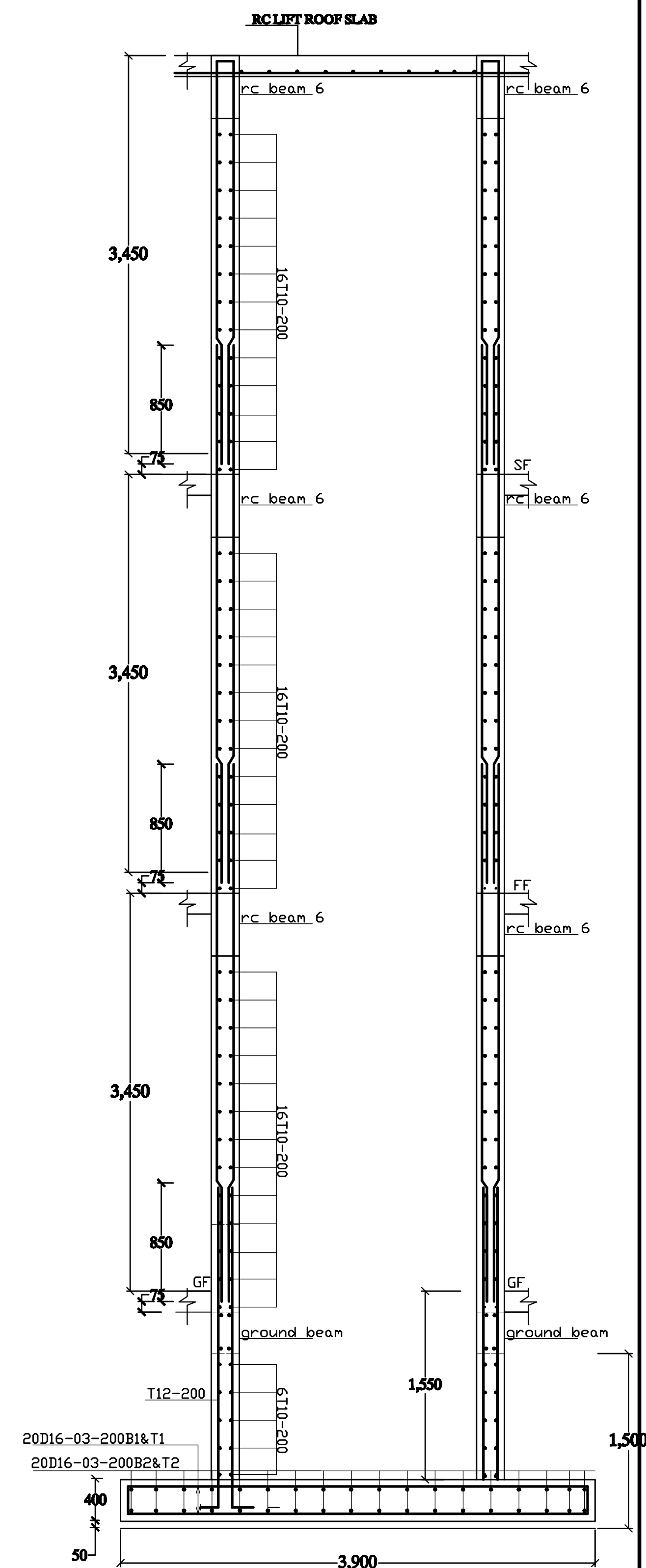
### BEAM 8 [450x200]



### BEAM 6 [450x200]



### RC COLUMN DETAILS



#### NOTES

- All dimensions are in millimetres unless otherwise stated.
- This drawing must be read in conjunction with Architectural drawings and all other relevant drawings.
- Only figured dimensions to be taken.
- Concrete strength for structural concrete members to be class 25/25, mix 1:1.5:3. concrete compressive strength cube tests

required for 7&28days.

- Reinforcement Cover:-  
(a) Slab 25mm  
(b) Beams 25mm  
(c) Columns/Lift walls 40mm  
(d) Foundations 50mm(substructure)
- Allowable Bearing Capacity 150kN/m2
- All concrete works to be supervised by the structural engineer
- All materials shall be tested prior to use. strength tests for 7&28days.

#### CLIENT

#### PROJECT

### PROPOSED LIWATONI FISHERIES OFFICES

FIGURED DIMENSIONS ONLY TO BE TAKEN FROM THIS DRAWING

#### DRAWING TITLE

### RC LIFT WALL & BASE DETAIL

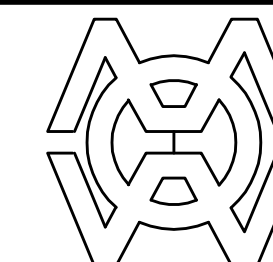
SCALES  
1:25

#### DRG NO.

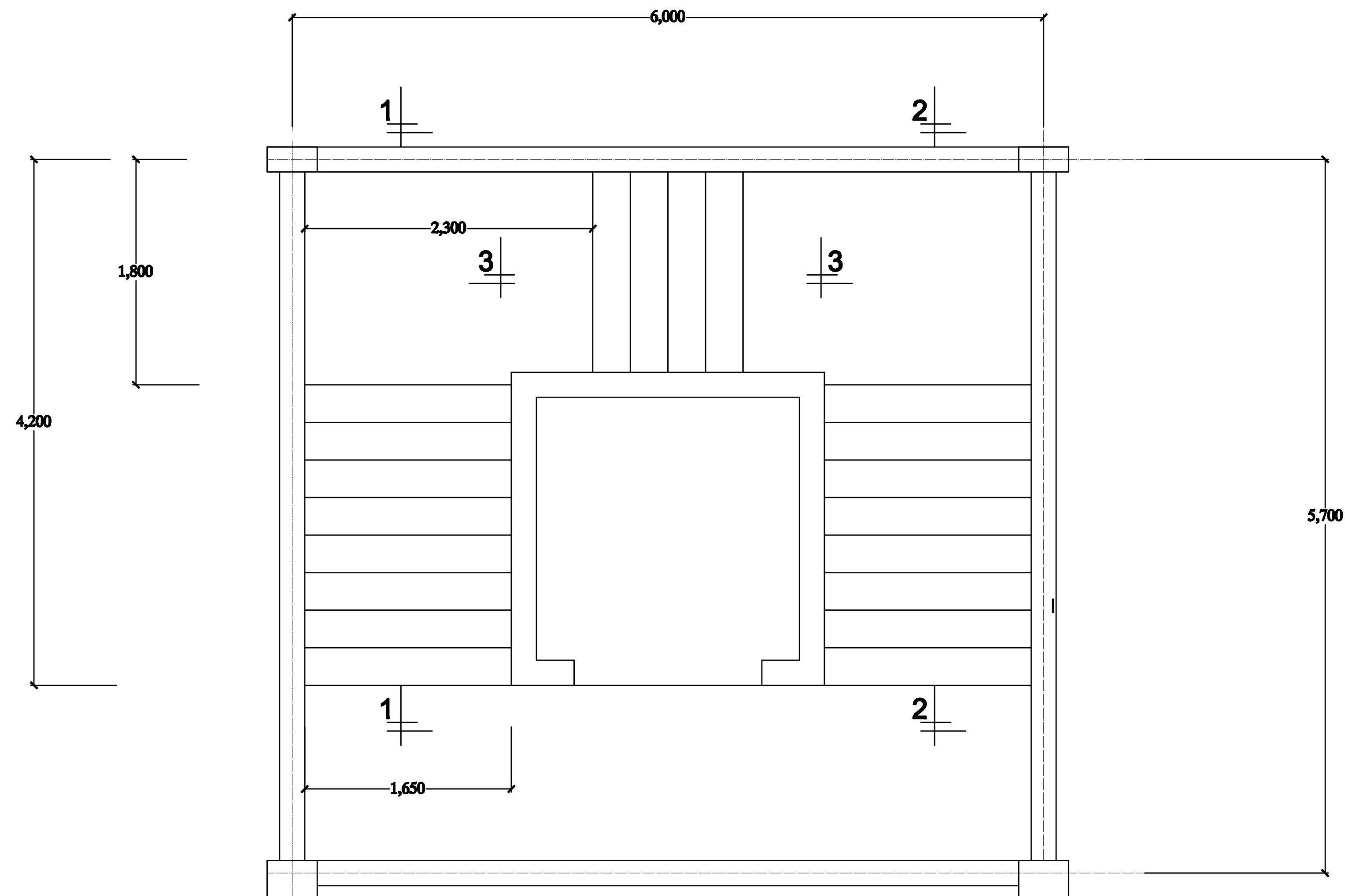
D1 N-22 STR/O7

#### APPROVED BY

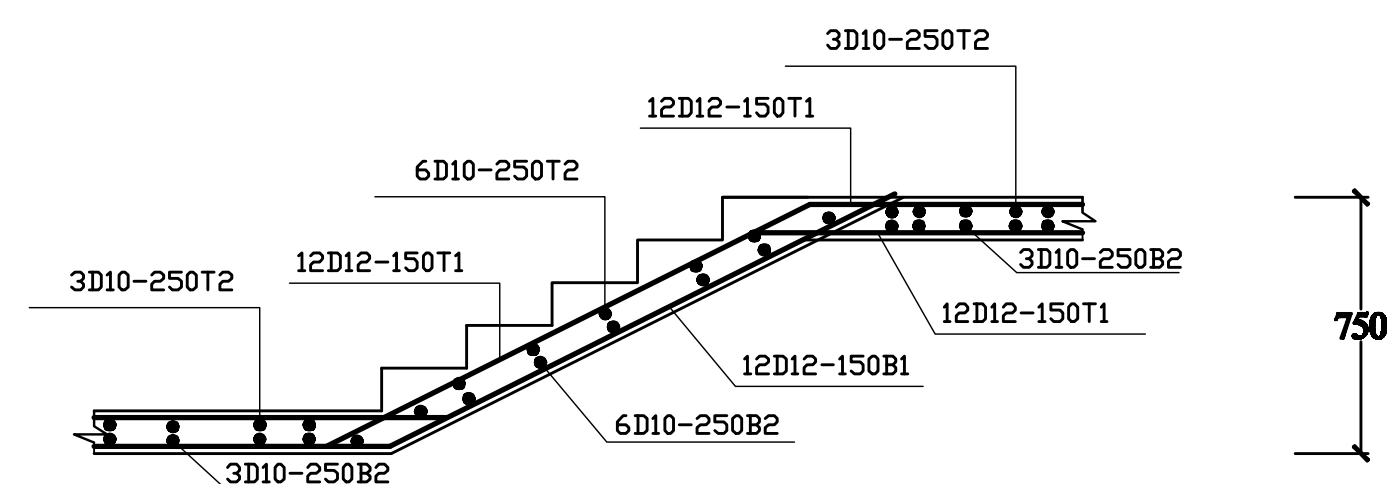
	NAME	SIGNATURE	DATE
DESIGNED	Musyoka Nalambu		
DRAWN	Musyoka Nalambu		
CHECKED BY			



DEPARTMENT OF  
T. I. & P. W.,  
STRUCTURAL SECTION

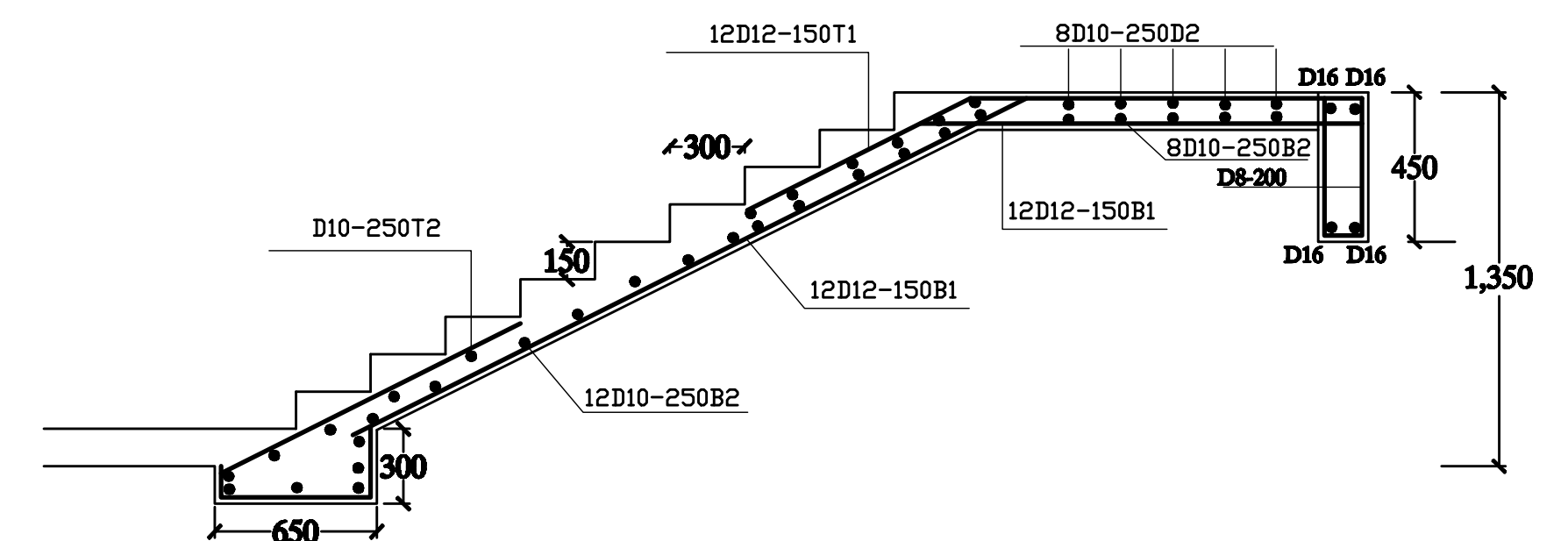


STAIRCASE LAYOUT



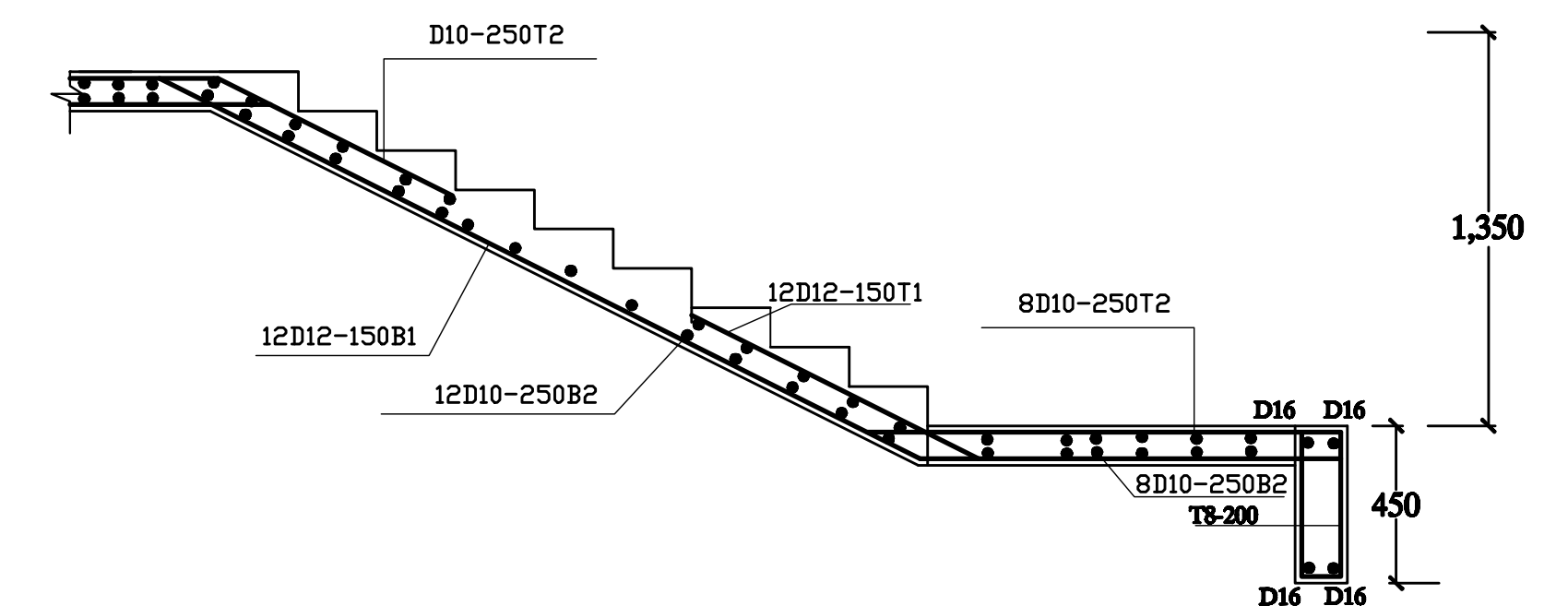
SEC 3-3

STAIRCASE DETAILS (waist 200mm)



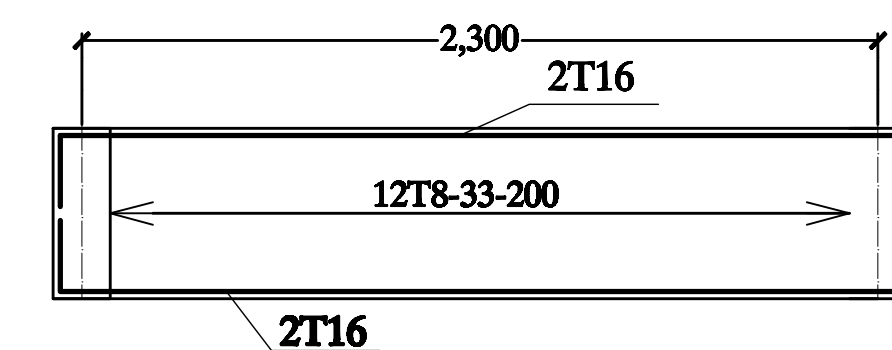
SEC 1-1

STAIRCASE DETAILS (waist 200mm)



SEC 2-2

STAIRCASE DETAILS (waist 200mm)



LANDING BEAM[450x200]

**NOTES**

1. All dimensions are in millimetres unless otherwise stated.
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required for 7&28days.

5. Reinforcement Cover:-  
(a) Slab 25mm  
(b) Beams 25mm  
(c) Columns 40mm  
(d) Foundations 50mm(substructure)
6. Allowable Bearing Capacity 150kN/m2
7. All concrete works to be supervised by the structural engineer
8. All materials shall be tested prior to use. strength tests for 7&28days.

**CLIENT**

**PROJECT**

**PROPOSED LIWATONI FISHERIES OFFICES**

**FIGURED DIMENSIONS ONLY TO BE TAKEN FROM THIS DRAWING**

**DRAWING TITLE**

**STAIRCASE LAYOUT & RC STAIR DETAIL**

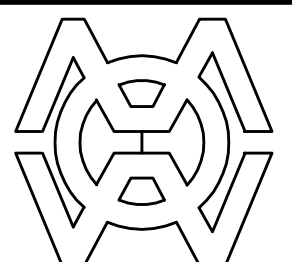
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**DRG NO.**

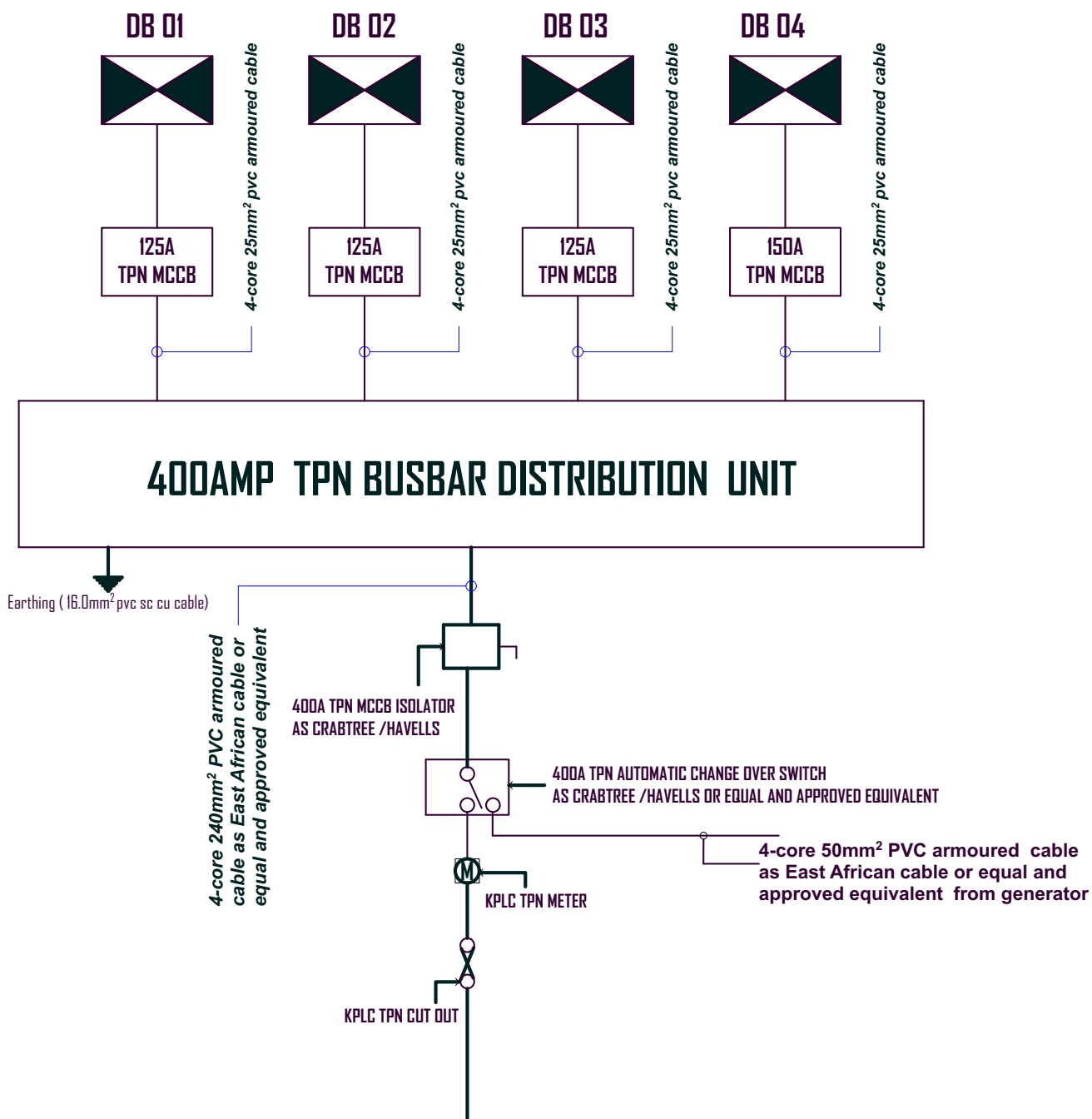
**D1 N-22 STR/O8**

**APPROVED BY**

	NAME	SIGNATURE	DATE
DESIGNED	Musyoka Nalambu		
DRAWN	Musyoka Nalambu		
CHECKED BY			



**DEPARTMENT OF T. I. & P.W,**  
STRUCTURAL SECTION

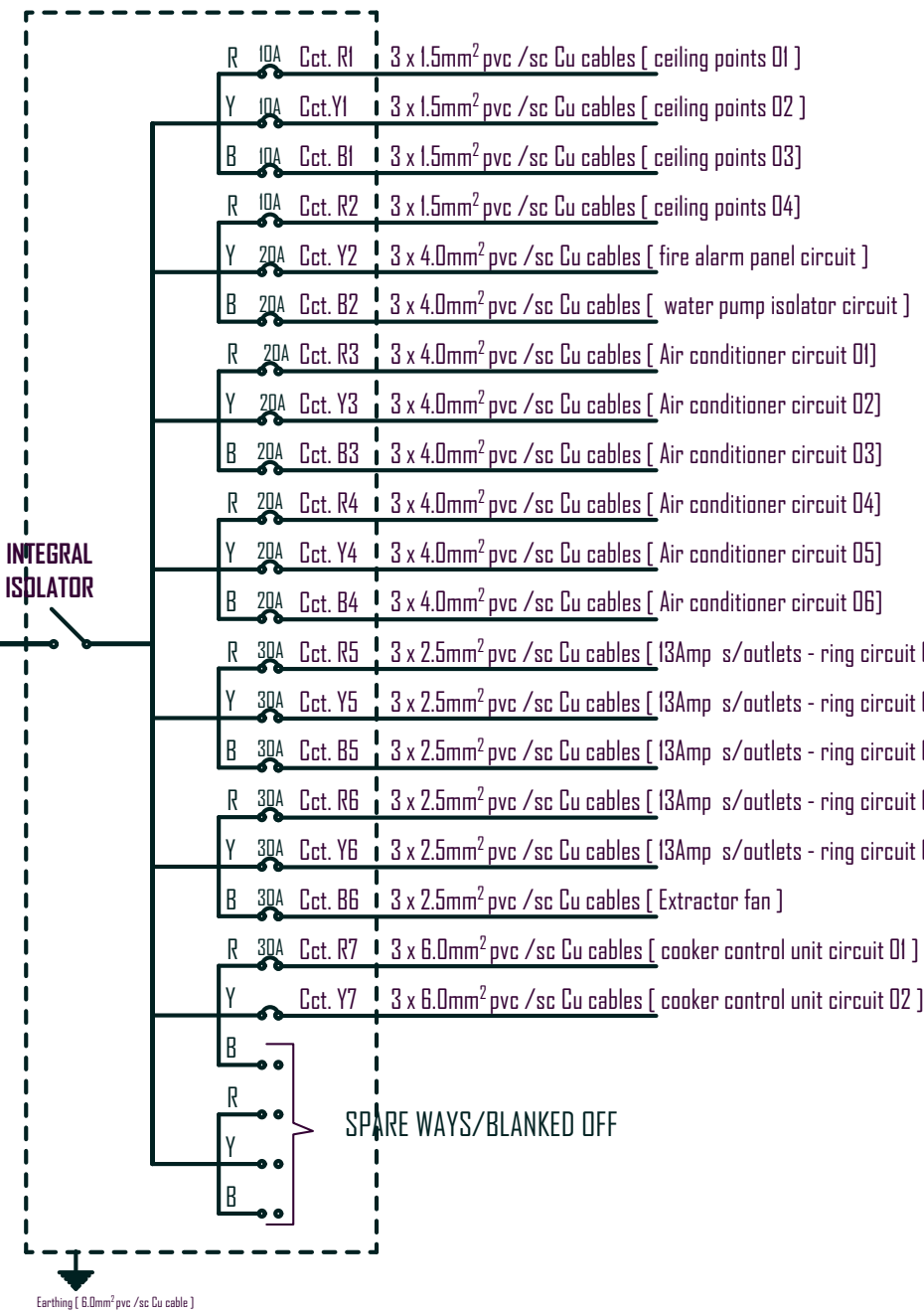


MAIN POWER DISTRIBUTION SCHEMATIC LAYOUT  
DIAGRAM [ REF: SWITCH ROOM DETAILS ]

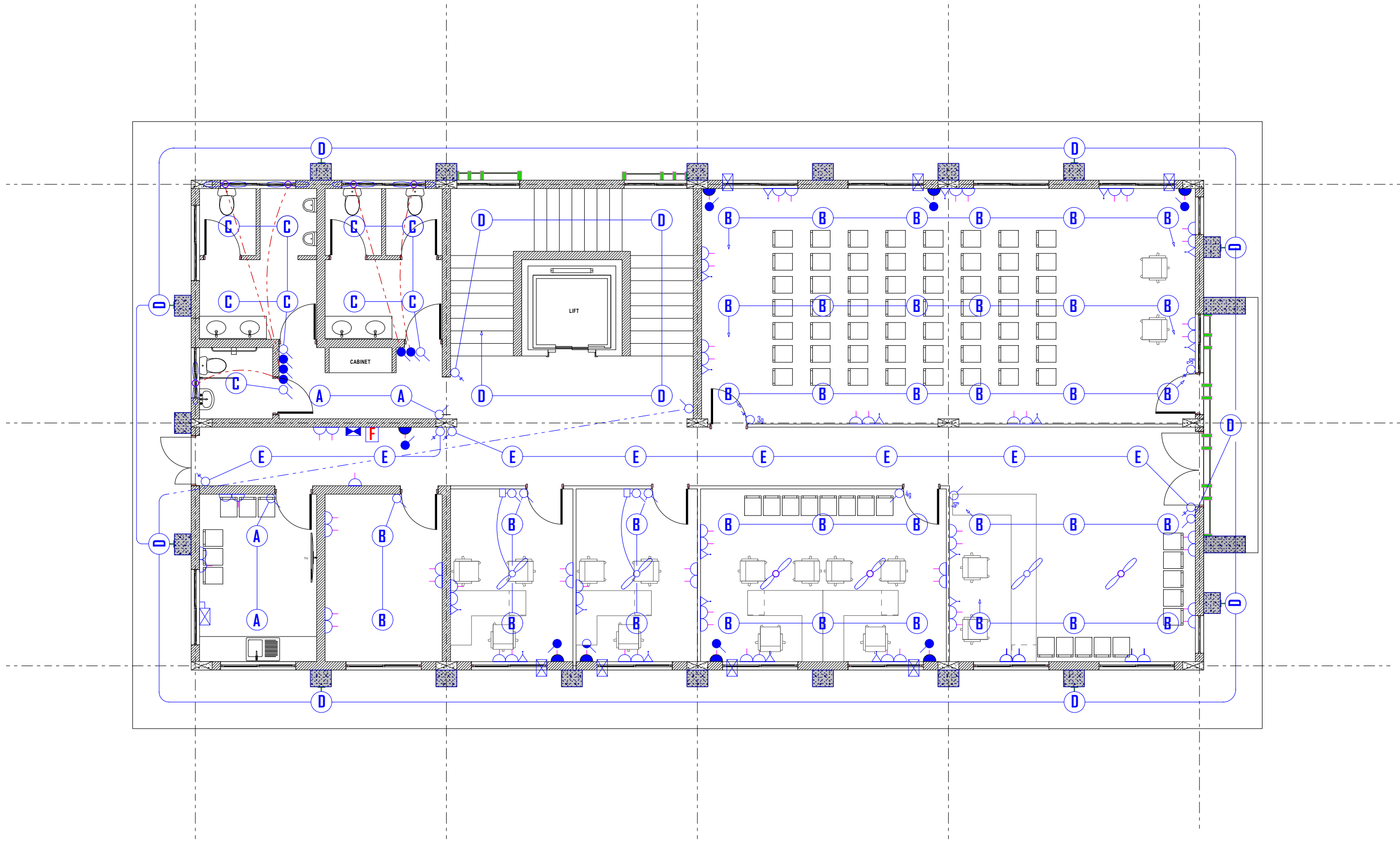
150AMP TPN MCCB ISOLATOR  
AS MEM / HAVELLS OR EQUAL  
AND APPROVED

4-core 25mm² PVC armoured cable as East African  
cable or equal and approved equivalent from  
switch room [ ref: site instructions ]

Schematic wiring diagram 01



8 WAY TPN MCB DISTRIBUTION BOARD A AS CRABTREE [ GROUND FLOOR ]



GROUND FLOOR POWER / LIGHTING LAYOUT PLAN

LEGEND

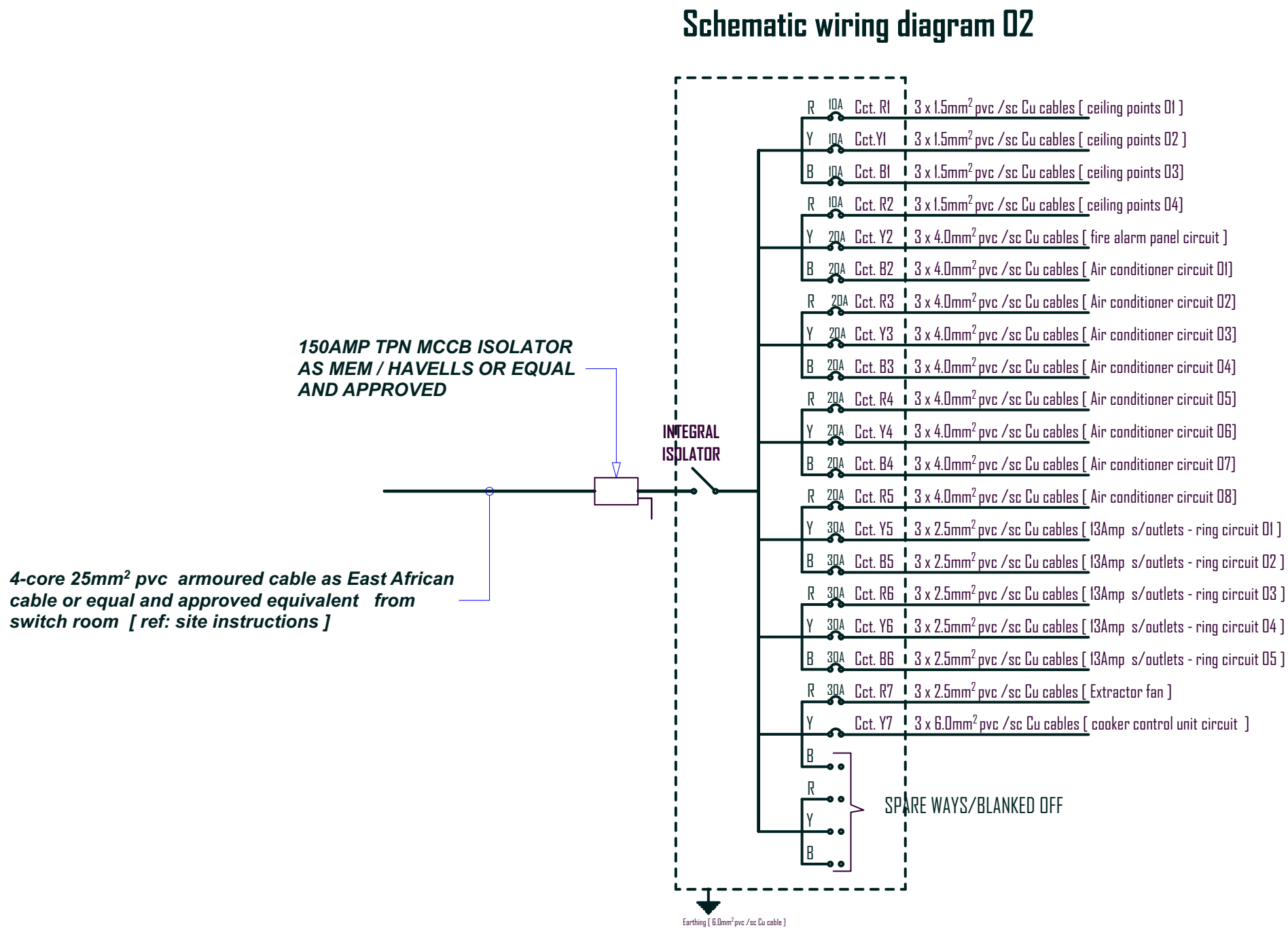
No	SYMBOL	DESCRIPTION	MOUNTING HEIGHT
1	(A)	1 x 600mm 18w fluorescent luminaire fitting complete with prismatic diffuser as THORN / PHILIPS or equal and approved	ceiling
2	(B)	4 x 600mm 18w fluorescent luminaire fitting complete with louvre diffuser as THORN / PHILIPS or equal and approved	ceiling
3	(C)	1 x 60w bathroom model spherical ball luminaire fitting as THORN / PHILIPS or equal and approved equivalent	ceiling
4	(D)	2 x 8w fluorescent weather proof bulkhead luminaire fitting as THORN / PHILIPS or equal and approved equivalent	ceiling
5	(E)	1 x 1200mm 65w fluorescent luminaire fitting complete with prismatic diffuser as THORN / PHILIPS or equal and approved	ceiling
6	(S)	Smoke detector to MBS Engineer specification to approval	ceiling
7	σ	SA 1 way 1 gang white moulded ivory flush mounted switch as MK / CRABTREE / HAVELLS or equal and approved equivalent	1400mm
8	σσ	Ditto 1 way 2 gang switch	1400mm
9	σ	SA white moulded ivory flush mounted intermediate switch as MK / CRABTREE / HAVELLS or equal and approved equivalent	1400mm
10	σ	Ditto 2 way 1 gang switch	1400mm
11	σσ	Ditto 2 way 2 gang switch	1400mm
12	—	200 x 50 x 3 compartment oven baked galvanised mildsteel cable trunking or equal and approved equivalent	300mm
13	●	White moulded ivory flush mounting 20A DP switch as MK / CRABTREE to approval	1400mm
14	⌋	13 A white moulded ivory flush mounted DP switched socket as MK	300mm
15	⌋⌋	Ditto twin switched socket outlet	300mm
16	⌋	Ditto flush mounting switched 15A socket outlet as MK / CRABTREE to approval	1800mm
17	△	White moulded ivory flush mounted telephone cable outlet	300mm
18	▲	Ditto data socket outlet as MK / CRABTREE to approval	300mm
19	✂	56" 3 blade ceiling fan as ORIENT / CROMPTON	ceiling
20	□	Ceiling fan regulator	1400mm
21	☒	Air conditioner (AC) to engineer's specifications	2400mm
22	☑	SPN MCB flush mounted consumer unit as CRABTREE / HAVELLS / MEM or equal and approved equivalent	1800mm
23	☒	TPN MCB flush mounted distribution board as CRABTREE / HAVELLS / MEM or equal and approved equivalent	1800mm

NOTES

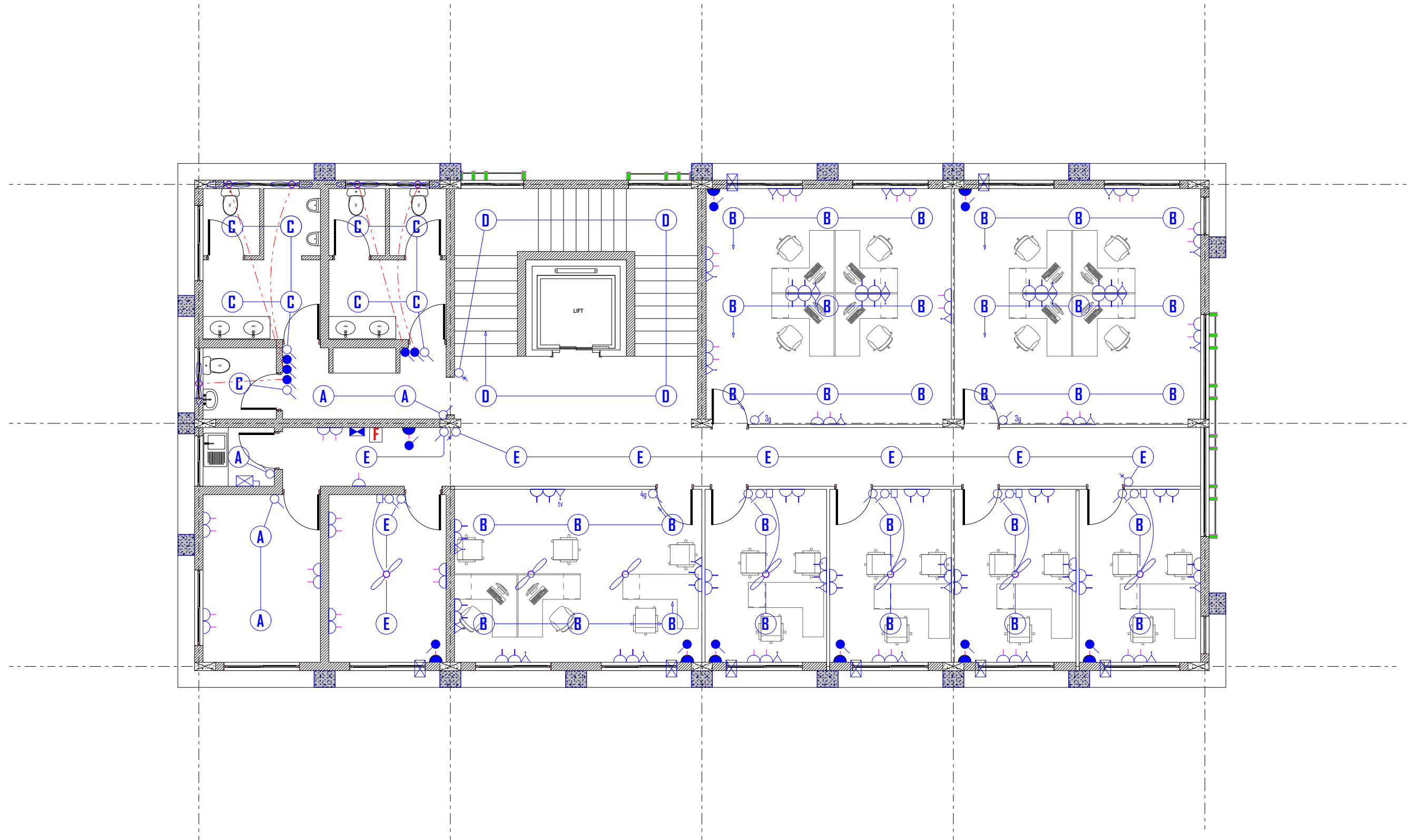
- The installation shall comply with the current edition of the current IEE regulations on electric installation, the power act and Kenya power and lighting company by-laws.
- It is intended that this installation shall be carried out in its entirety in concealed pvc heavy gauge conduit / galvanised cable trunking respectively
- The contractor will prepare a detailed conduit / trunking layout working drawings and submit the same for approval by the electrical engineer before commencing of works.
- This drawing to be read inconjunction with the architectural drawing.

Revision	project <b>PROPOSED CONSTRUCTION OF FISHERIES OFFICES AT LIWATONI MOMBASA</b>		
	drawing title <b>ELECTRICAL INSTALLATION WORKS</b>		
	application POWER AND LIGHTING LAYOUT PLAN		
	client <b>DEPARTMENT OF AGRICULTURE ,LIVESTOCK AND FISHERIES</b>		
	Job no.	Org no.	
	scale	1:50	
	signature [ client ]		date
	approved		date
	designed	name	signature
	drawn	Uchina J.A.	NOV 2022
	checked	Uchina J.A.	
	<b>PUBLIC WORKS MOMBASA</b> DEPARTMENT OF ELECTRICAL AND MECHANICAL BUILDING SERVICES [ BS]		



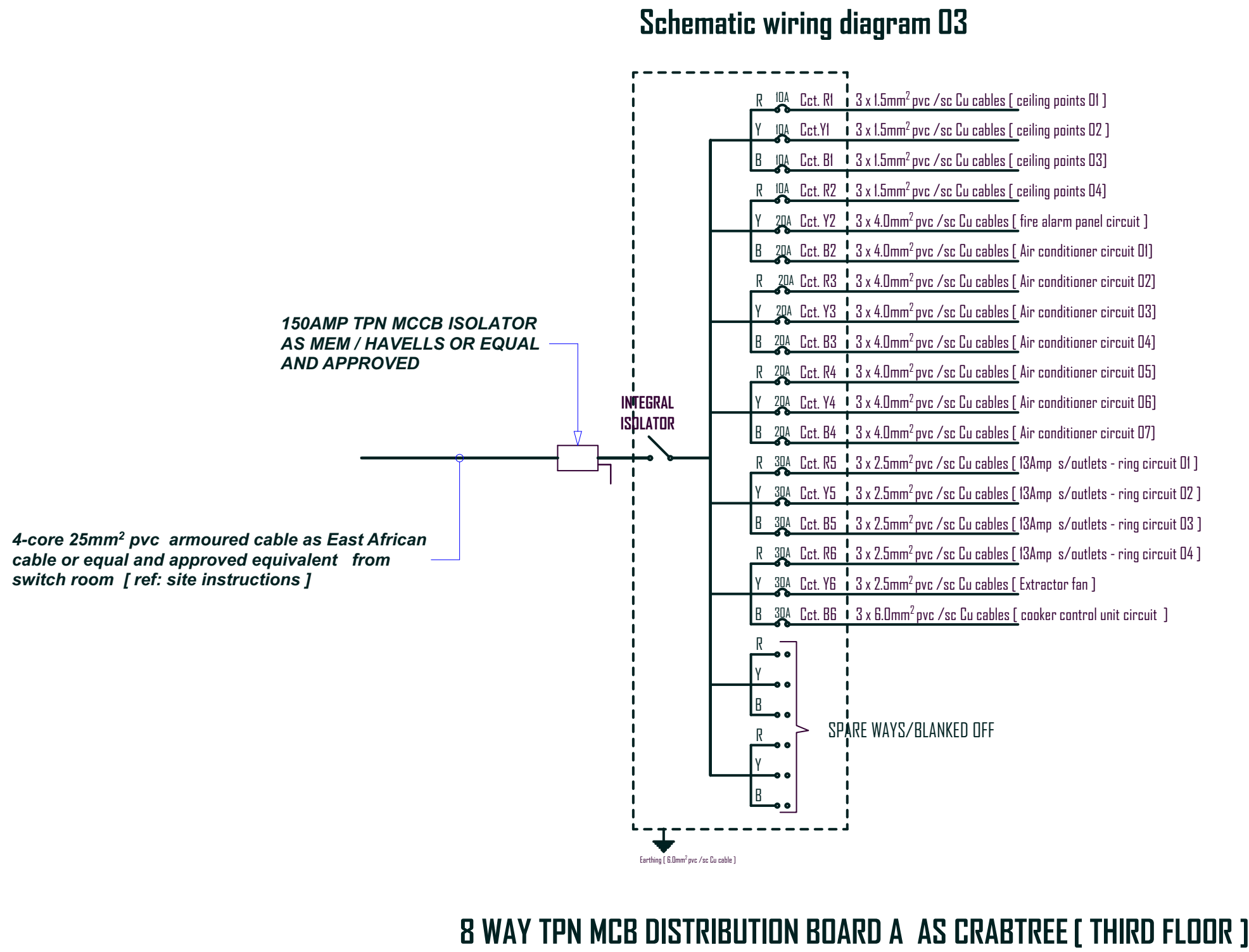


8 WAY TPN MCB DISTRIBUTION BOARD A AS CRABTREE [ FIRST FLOOR ]



FIRST FLOOR POWER / LIGHTING LAYOUT PLAN

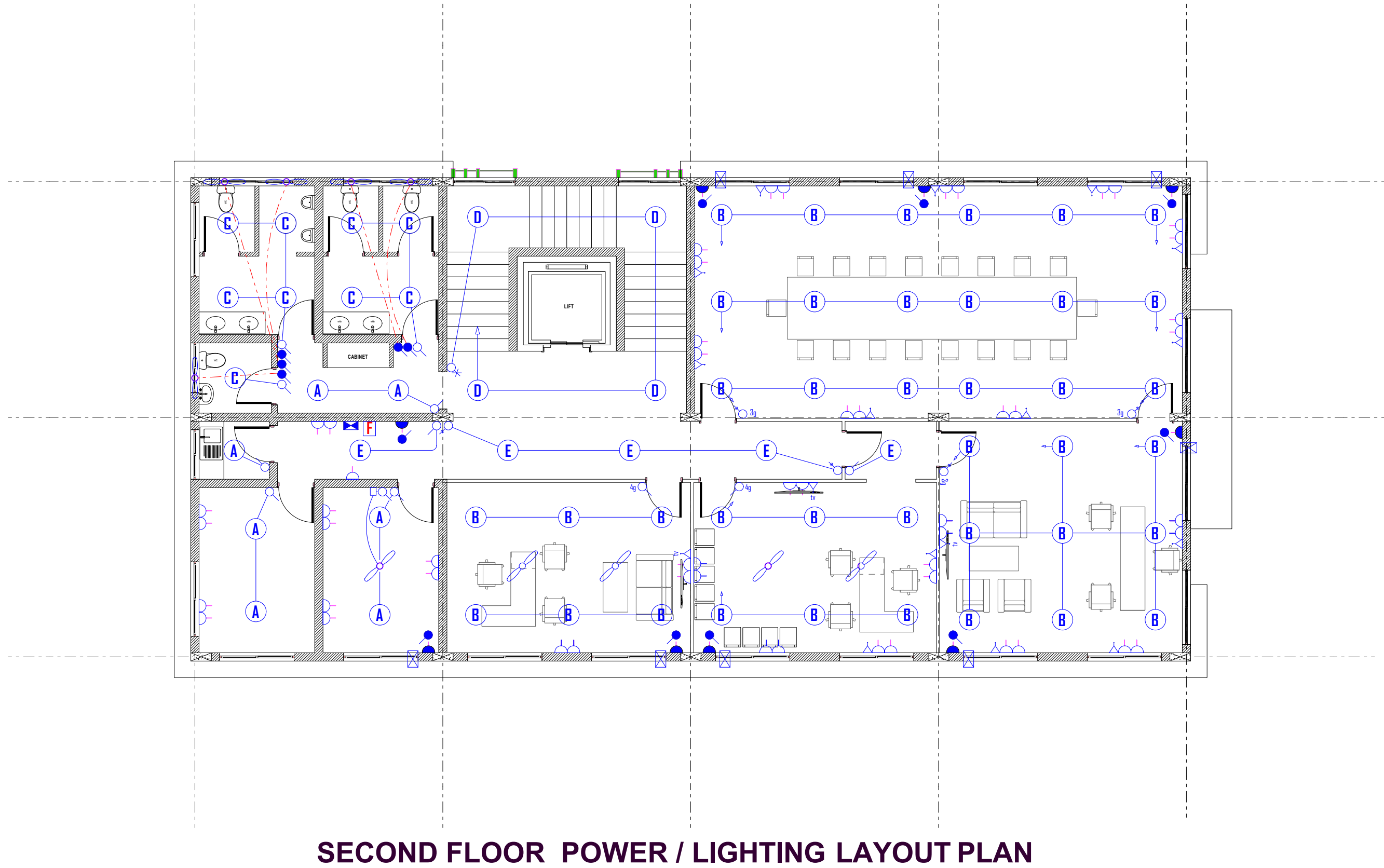
LEGEND			
No	SYMBOL	DESCRIPTION	MOUNTING HEIGHT
1	(A)	1 x 600mm 18w fluorescent luminaire fitting complete with prismatic diffuser as THORN / PHILIPS or equal and approved	ceiling
2	(B)	4 x 600mm 18w fluorescent luminaire fitting complete with louvre diffuser as THORN / PHILIPS or equal and approved	ceiling
3	(C)	1 x 60w bathroom model spherical ball luminaire fitting as THORN / PHILIPS or equal and approved equivalent	ceiling
4	(D)	2 x 8w fluorescent weather proof bulkhead luminaire fitting as THORN / PHILIPS or equal and approved equivalent	ceiling
5	(E)	1 x 1200mm 65w fluorescent luminaire fitting complete with prismatic diffuser as THORN / PHILIPS or equal and approved	ceiling
6	(S)	Smoke detector to MBS Engineer specification to approval	ceiling
7	♂	5A 1 way 1 gang white moulded ivory flush mounted switch as MK / CRABTREE / HAVELLS or equal and approved equivalent	1400mm
8	⌘	Ditto 1 way 2 gang switch	1400mm
9	♂	5A white moulded ivory flush mounted intermediate switch as MK / CRABTREE / HAVELLS or equal and approved equivalent	1400mm
10	♂	Ditto 2 way 1 gang switch	1400mm
11	⌘	Ditto 2 way 2 gang switch	1400mm
12	└─┘	200 x 50 x 3 compartment oven baked galvanised mildsteel cable trunking or equal and approved equivalent	300mm
13	●	White moulded ivory flush mounting 20A DP switch as MK / CRABTREE to approval	1400mm
14	⌘	13 A white moulded ivory flush mounted DP switched socket as MK	300mm
15	⌘	Ditto twin switched socket outlet	300mm
16	●	Ditto flush mounting switched 15A socket outlet as MK / CRABTREE to approval	1800mm
17	△	White moulded ivory flush mounted telephone cable outlet	300mm
18	▲	Ditto data socket outlet as MK / CRABTREE to approval	300mm
19	✂	56" 3 blade ceiling fan as ORIENT / CROMPTON	ceiling
20	□	Ceiling fan regulator	1400mm
21	☒	Air conditioner (AC) to engineer's specifications	2400mm
22	☑	SPN MCB flush mounted consumer unit as CRABTREE / HAVELLS / MEM or equal and approved equivalent	1800mm
23	☒	TPN MCB flush mounted distribution board as CRABTREE / HAVELLS / MEM or equal and approved equivalent	1800mm
NOTES			
1. The installation shall comply with the current edition of the current IEC regulations on electric installation, the power act and Kenya power and lighting company by-laws.			
2. It is intended that this installation shall be carried out in its entirety in concealed pvc heavy gauge conduit / galvanised cable trunking respectively			
3. The contractor will prepare a detailed conduit / trunking layout working drawings and submit the same for approval by the electrical engineer before commencing of works.			
4. This drawing to be read inconjunction with the architectural drawing.			
Revision		project	
		PROPOSED CONSTRUCTION OF FISHERIES OFFICES AT LIWATONI MOMBASA	
		drawing title	
		ELECTRICAL INSTALLATION WORKS	
		application	
		POWER AND LIGHTING LAYOUT PLAN	
		client	
		DEPARTMENT OF AGRICULTURE ,LIVESTOCK AND FISHERIES	
		Job no.	Drg no.
		scale	1:50
		signature [ client ]	date
		approved	date
		name	signature
		designed	Ochina J.A.
		drawn	Ochina J.A.
		checked	
		PUBLIC WORKS MOMBASA	
		DEPARTMENT OF ELECTRICAL AND MECHANICAL BUILDING SERVICES [ BS]	



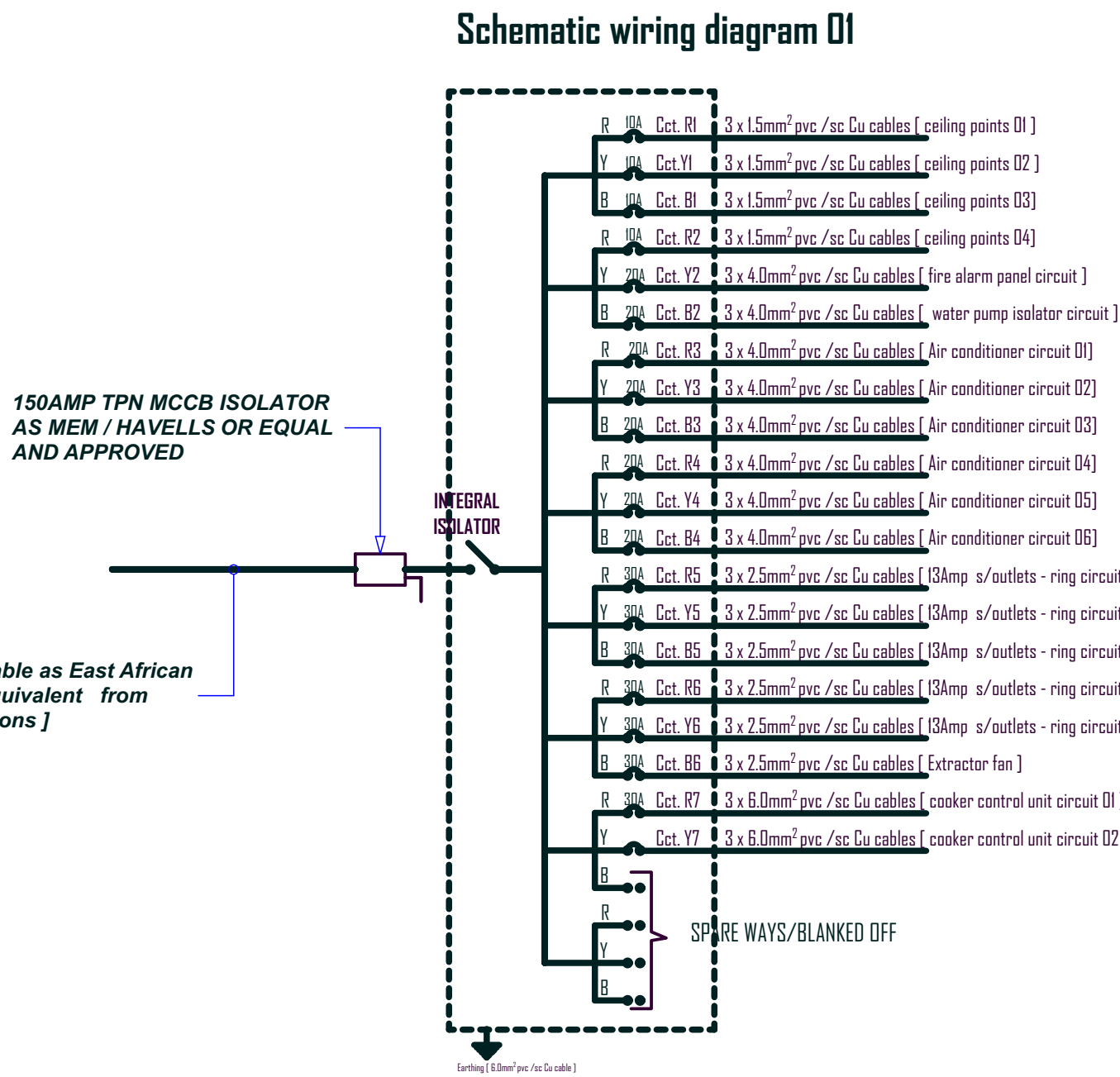
LEGEND			
No	SYMBOL	DESCRIPTION	MOUNTING HEIGHT
1	(A)	1 x 600mm 18w fluorescent luminaire fitting complete with prismatic diffuser as THORN / PHILIPS or equal and approved	ceiling
2	(B)	4 x 600mm 18w fluorescent luminaire fitting complete with louvre diffuser as THORN / PHILIPS or equal and approved	ceiling
3	(C)	1 x 60w bathroom model spherical ball luminaire fitting as THORN / PHILIPS or equal and approved equivalent	ceiling
4	(D)	2 x 8w fluorescent wheather prof bulkhead luminaire fitting as THORN / PHILIPS or equal and approved equivalent	ceiling
5	(E)	1 x (200mm 65w fluorescent luminaire fitting complete with prismatic diffuser as THORN / PHILIPS or equal and approved	ceiling
6	(S)	Smoke detector to MBS Engineer specification to approval	ceiling
7	♂	5A 1 way 1 gang white moulded ivory flush mounted switch as MK / CRABTREE / HAVELLS or equal and approved equivalent	1400mm
8	♂♂	Ditto 1 way 2 gang switch	1400mm
9	♂	5A white moulded ivory flush mounted intermediate switch as MK / CRABTREE / HAVELLS or equal and approved equivalent	1400mm
10	♂♂	Ditto 2 way 1 gang switch	1400mm
11	♂♂♂	Ditto 2 way 2 gang switch	1400mm
12	— —	200 x 50 x 3 compartment oven baked galvanized mildsteel cable trunking or equal and approved equivalent	300mm
13	⬢	White moulded ivory flush mounting 20A DP switch as MK / CRABTREE to approval	1400mm
14	⬢	13 A white moulded ivory flush mounted DP switched socket as MK	300mm
15	⬢⬢	Ditto twin switched socket outlet	300mm
16	⬢	Ditto flush mounting switched 15A socket outlet as MK / CRABTREE to approval	1800mm
17	⬢	White moulded ivory flush mounted telephone cable outlet	300mm
18	⬢	Ditto data socket outlet as MK / CRABTREE to approval	300mm
19	⬢	56" 3 blade ceiling fan as ORIENT / CROMPTON	ceiling
20	□	Ceiling fan regulator	1400mm
21	⬢	Air conditioner (AC) to engineer's specifications	2400mm
22	⬢	SPN MCB flush mounted consumer unit as CRABTREE / HAVELLS / MEM or equal and approved equivalent	1800mm
23	⬢	TPN MCB flush mounted distribution board as CRABTREE / HAVELLS / MEM or equal and approved equivalent	1800mm

**NOTES**

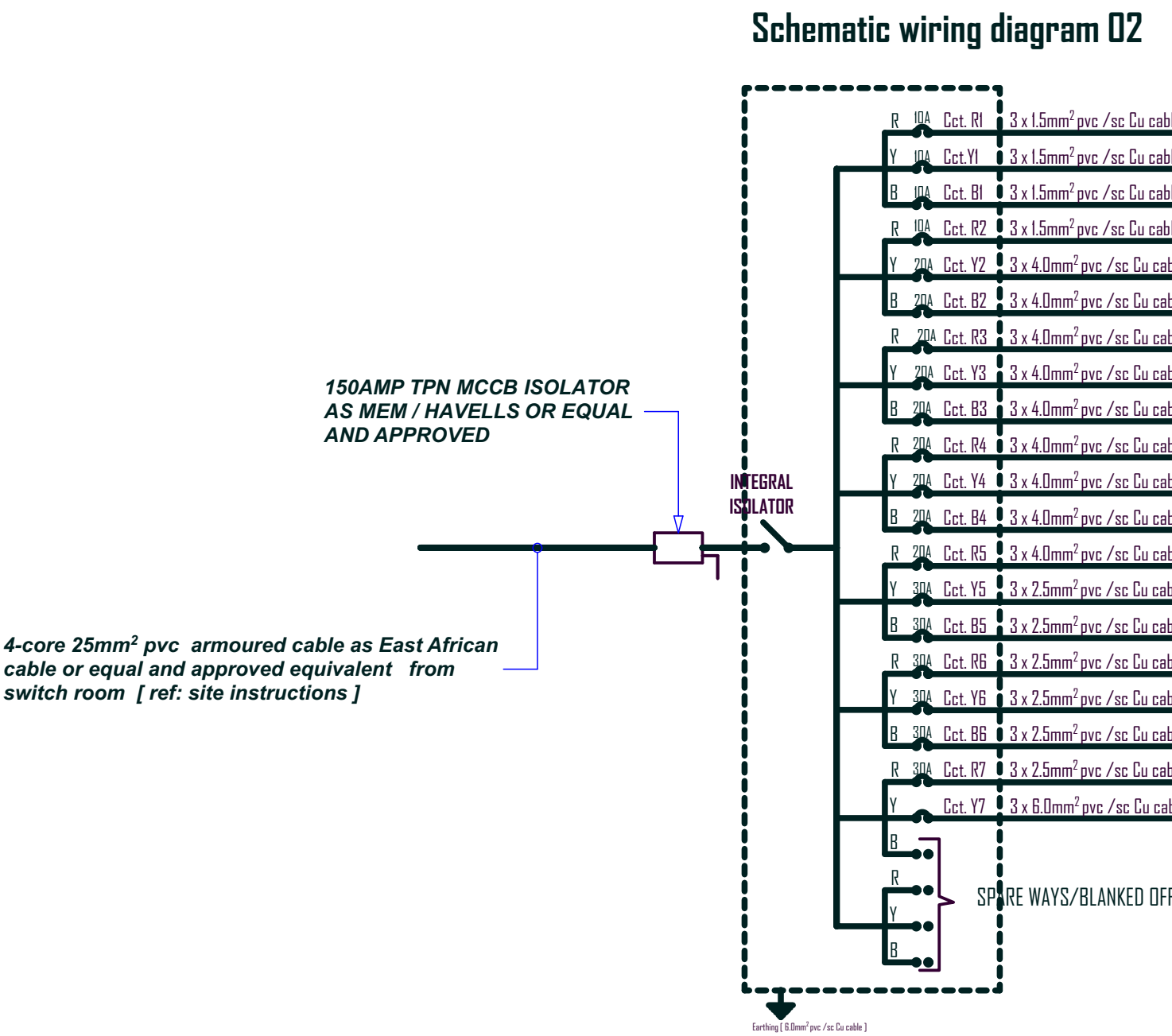
- The installation shall comply with the current edition of the current IEC regulations on electric installation, the power act and Kenya power and lighting company by-laws.
- It is intended that this installation shall be carried out in its entirety in concealed pvc heavy gauge conduit / galvanized cable trunking respectively
- The contractor will prepare a detailed conduit / trunking layout working drawings and submit the same for approval by the electrical engineer before commencing of works.
- This drawing to be read inconjunction with the architectural drawing.



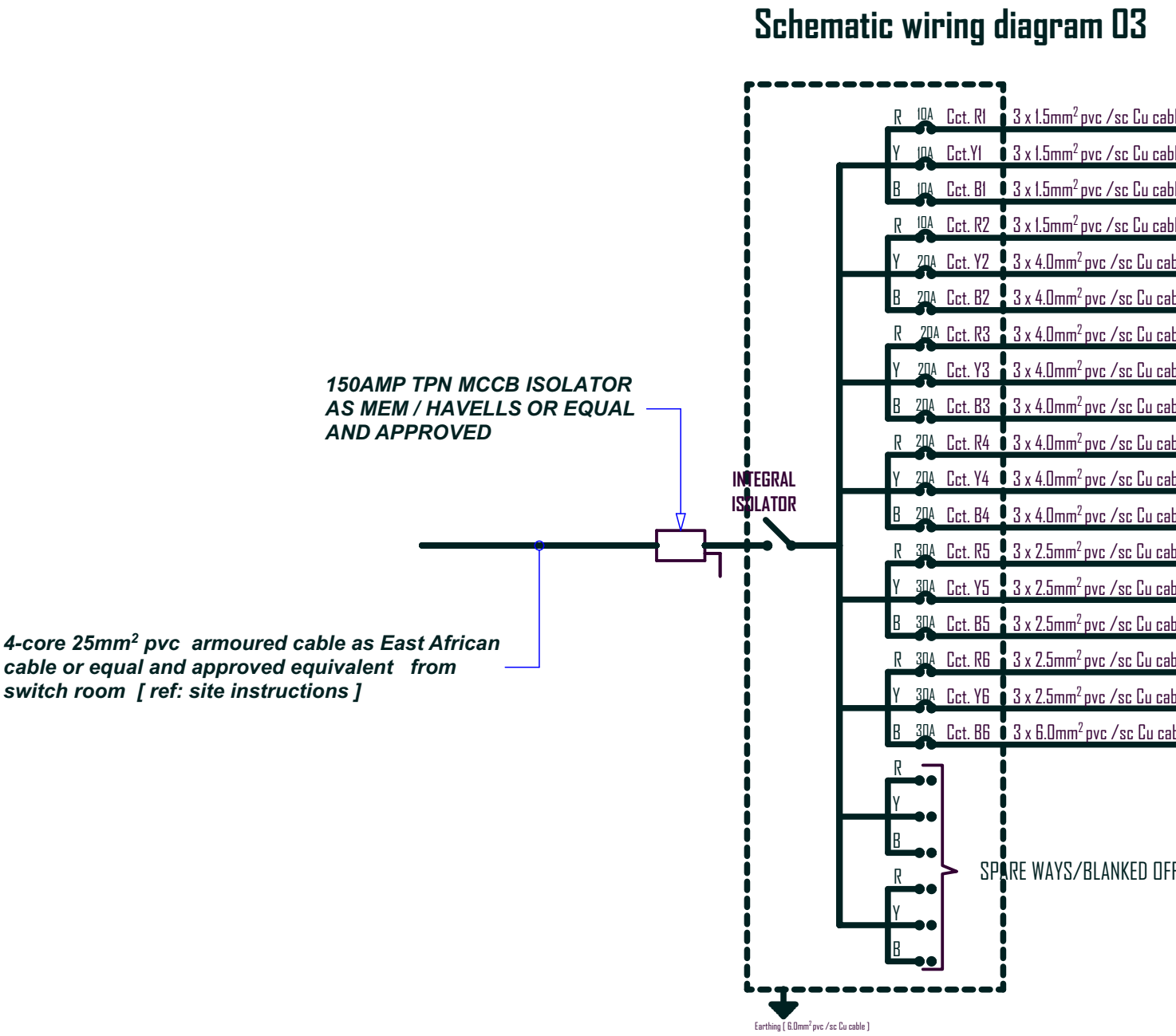
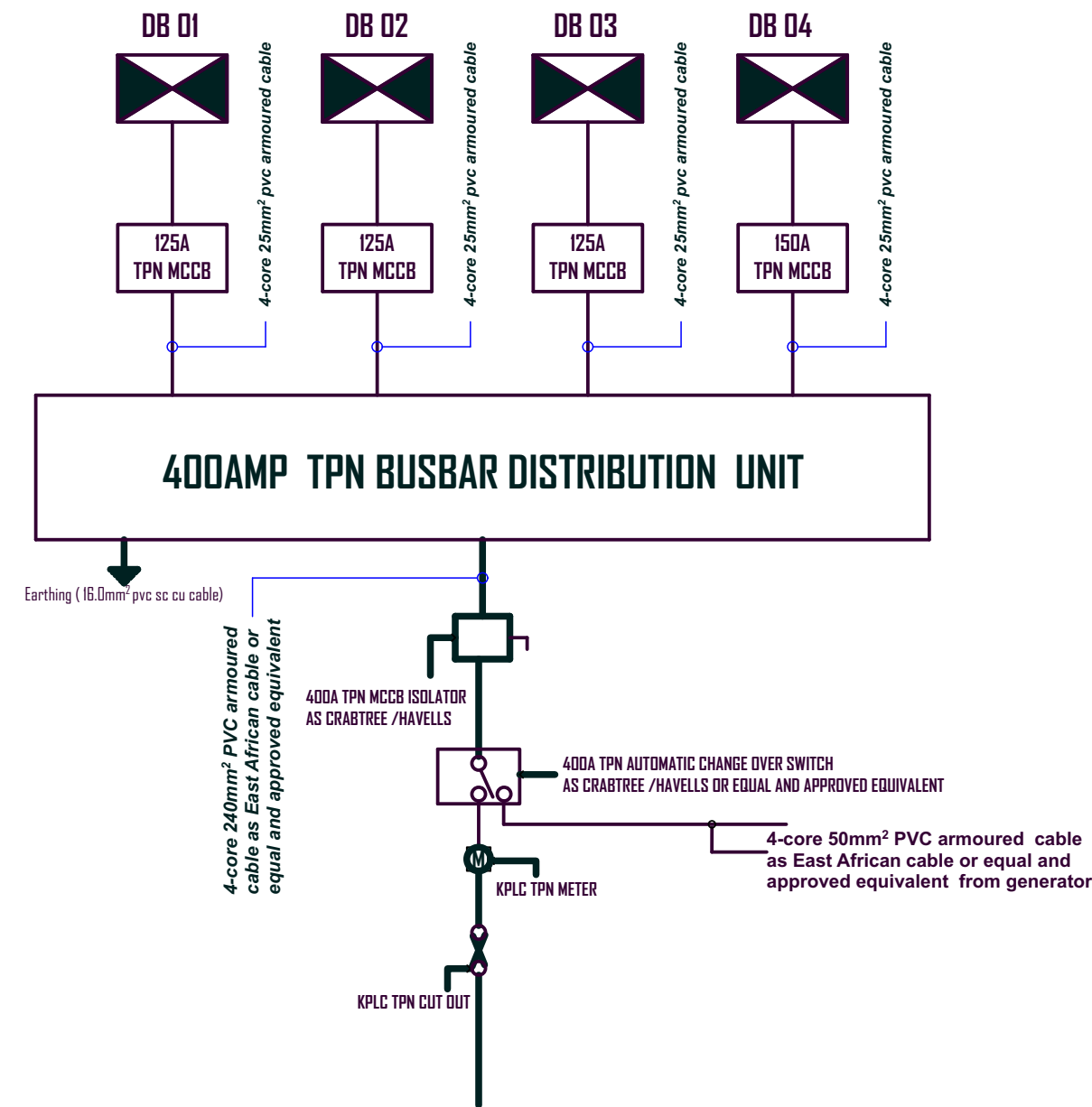




8 WAY TPN MCB DISTRIBUTION BOARD A AS CRABTREE [ GROUND FLOOR ]



8 WAY TPN MCB DISTRIBUTION BOARD A AS CRABTREE [ FIRST FLOOR ]




8 WAY TPN MCB DISTRIBUTION BOARD A AS CRABTREE [ THIRD FLOOR ]

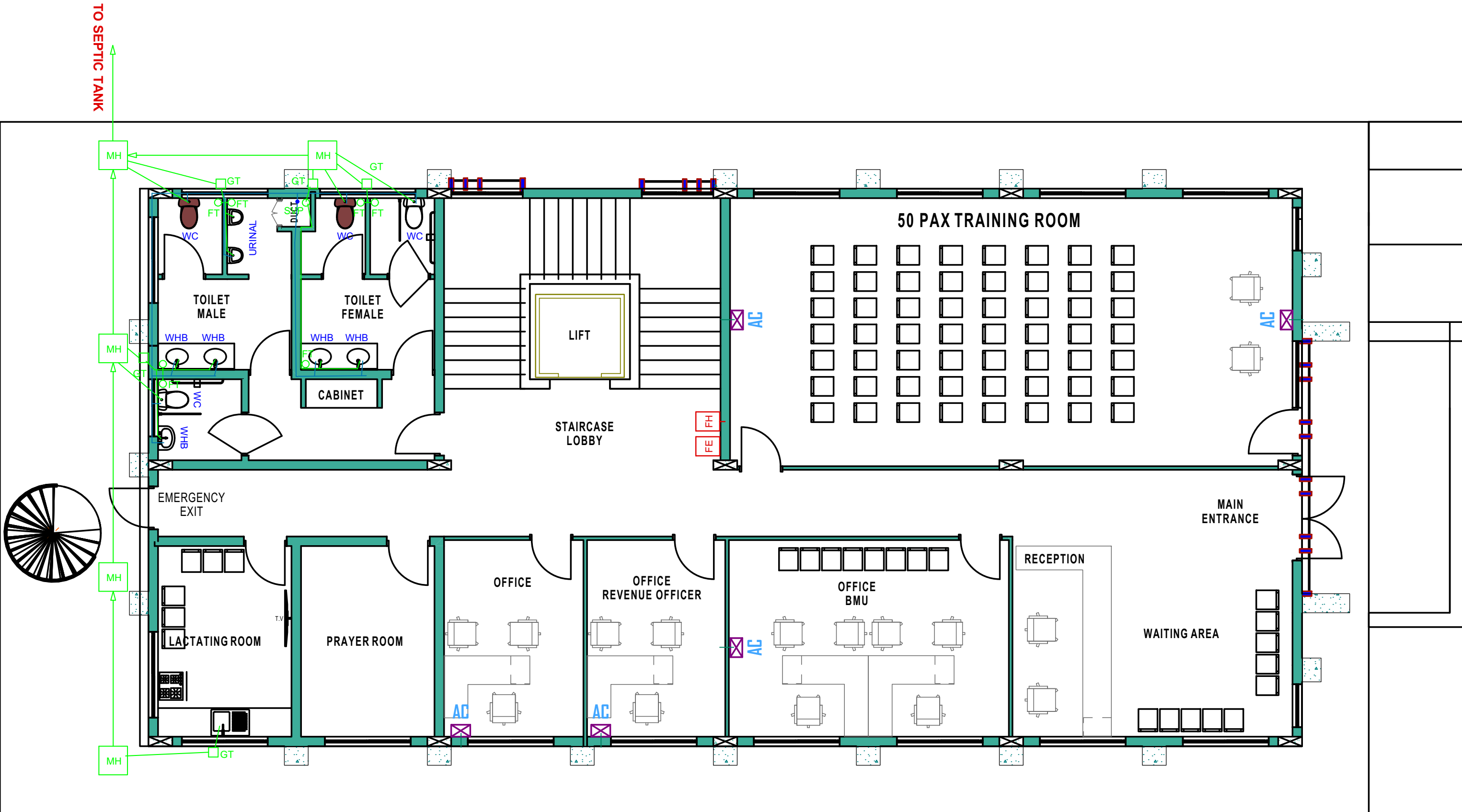
LEGEND			
No	SYMBOL	DESCRIPTION	MOUNTING HEIGHT
1	Ⓐ	1 x 600mm 18w fluorescent luminaire fitting complete with prismatic diffuser as THORN / PHILIPS or equal and approved	ceiling
2	Ⓑ	4 x 600mm 18w fluorescent luminaire fitting complete with louvre diffuser as THORN / PHILIPS or equal and approved	ceiling
3	Ⓒ	1 x 80w bathroom model spherical ball luminaire fitting as THORN / PHILIPS or equal and approved equivalent	ceiling
4	Ⓓ	2 x 8w fluorescent weather proof bulkhead luminaire fitting as THORN / PHILIPS or equal and approved equivalent	ceiling
5	Ⓔ	1 x 1200mm 65w fluorescent luminaire fitting complete with prismatic diffuser as THORN / PHILIPS or equal and approved	ceiling
6	Ⓢ	Smoke detector to MBS Engineer specification to approval	ceiling
7	Ⓢ	SA 1 way 1 gang white moulded ivory flush mounted switch as MK / CRABTREE / HAVELLS or equal and approved equivalent	1400mm
8	Ⓢ	Ditto 1 way 2 gang switch	1400mm
9	Ⓢ	SA white moulded ivory flush mounted intermediate switch MK / CRABTREE / HAVELLS or equal and approved equivalent	1400mm
10	Ⓢ	Ditto 2 way 1 gang switch	1400mm
11	Ⓢ	Ditto 2 way 2 gang switch	1400mm
12	—	200 x 50 x 3 compartment oven baked galvanised mildsteel cable trunking or equal and approved equivalent	300mm
13	Ⓢ	White moulded ivory flush mounting 20A DP switch as MK / CRABTREE to approval	1400mm
14	Ⓢ	13 A white moulded ivory flush mounted DP switched socket as MK	300mm
15	Ⓢ	Ditto twin switched socket outlet	300mm
16	Ⓢ	Ditto flush mounting switched ISA socket outlet as MK / CRABTREE to approval	1800mm
17	Ⓢ	White moulded ivory flush mounted telephone cable outlet	300mm
18	Ⓢ	Ditto data socket outlet as MK / CRABTREE to approval	300mm
19	Ⓢ	56" 3 blade ceiling fan as ORIENT / CROMPTON	ceiling
20	Ⓢ	Ceiling fan regulator	1400mm
21	Ⓢ	Air conditioner (AC) to engineer's specifications	2400mm
22	Ⓢ	SPN MCB flush mounted consumer unit as CRABTREE / HAVELLS / MEM or equal and approved equivalent	1800mm
23	Ⓢ	TPN MCB flush mounted distribution board as CRABTREE / HAVELLS / MEM or equal and approved equivalent	1800mm

## NOTES

- The installation shall comply with the current edition of the current IEE regulations on electric installation, the power act and Kenya power and lighting company by laws.
- It is intended that this installation shall be carried out in its entirety in concealed pvc heavy gauge conduit / galvanised cable trunking respectively
- The contractor will prepare a detailed conduit / trunking layout working drawings and submit the same for approval by the electrical engineer before commencing of works.
- This drawing to be read inconjunction with the architectural drawing.

Revision	project		
	PROPOSED CONSTRUCTION OF FISHERIES OFFICES AT LIWATONI MOMBASA		
	drawing title		
	ELECTRICAL INSTALLATION WORKS		
	application		
	SCHEMATIC WIRING DIAGRAM LAYOUT		
	client		
	DEPARTMENT OF AGRICULTURE ,LIVESTOCK AND FISHERIES		
	Job no.		Drg no.
	scale		1:50
	signature ( client )		date
	approved		date
	designed	name	signature
	drawn	Uchima J.A.	date
	checked	Uchima J.A.	NOV 2022
	PUBLIC WORKS MOMBASA		
	DEPARTMENT OF ELECTRICAL AND MECHANICAL BUILDING SERVICES ( BS)		





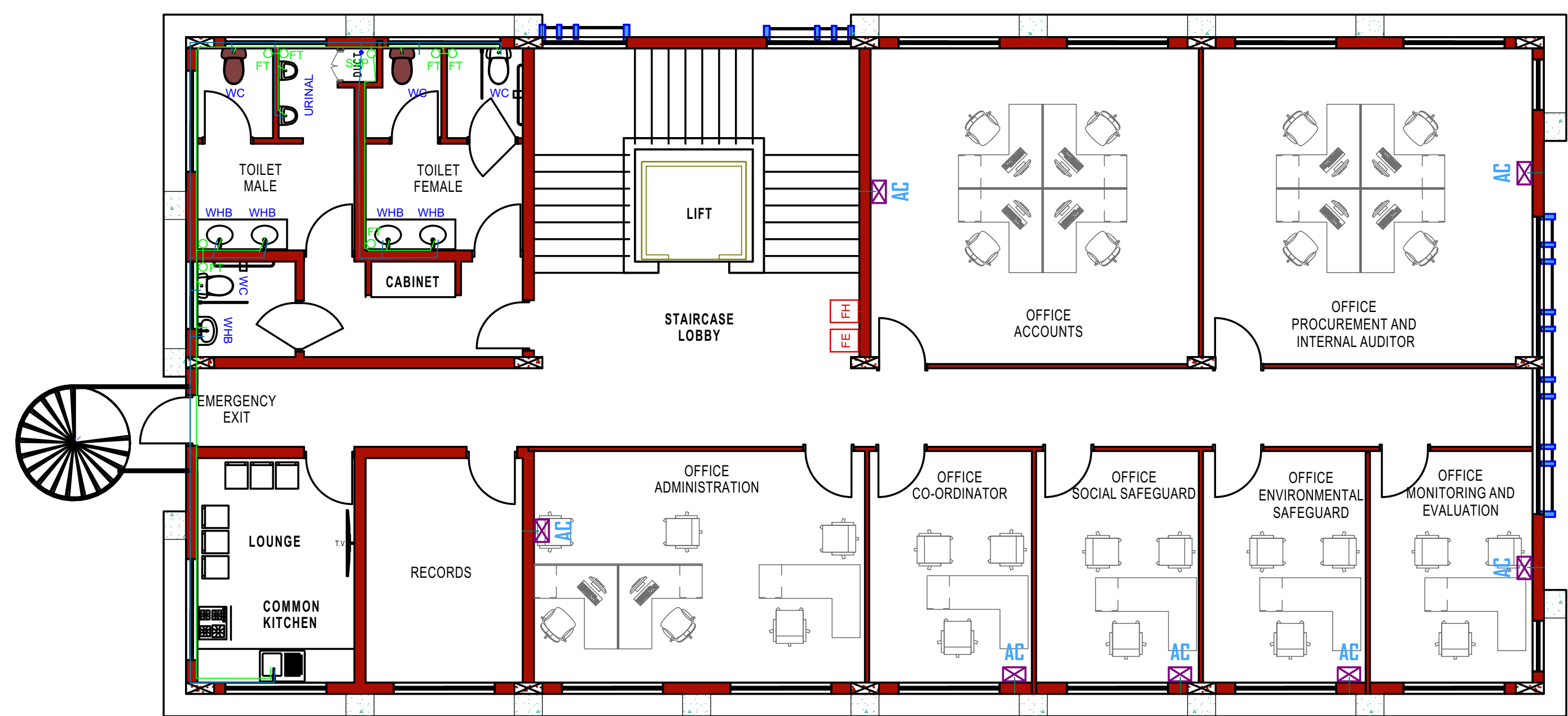
GROUND FLOOR PLAN

SHEET 01

LEGEND

- WC WATER CLOSET
- WHB WASH HAND BASIN
- UR URINAL
- SHW SHOWER
- AC
- EXTRACTOR FAN
- FH FIRE HOSE REEL
- FE FIRE EXTINGUISHER
- FT FLOOR TRAP
- GT GULLEY TRAP
- MH MAN HOLE
- SVP STACK VENT PIPE
- GATE VALVE
- FRESH WATER PIPE
- WASTE PIPE

project			
PROPOSED CONSTRUCTION OF FISHERIES OFFICE AT LIWATONI MOMBASA			
drawing title			
MECHANICAL WORKS			
application			
PLUMBING / DRAINAGE			
client			
DEPARTMENT OF AGRICULTURE ,LIVESTOCK AND FISHERIES			
Job no.		Drg no.	
scale		1:100	
signature [ client ]		date	
approved		date	
designed	name	signature	date
drawn			MARCH 2023
checked			

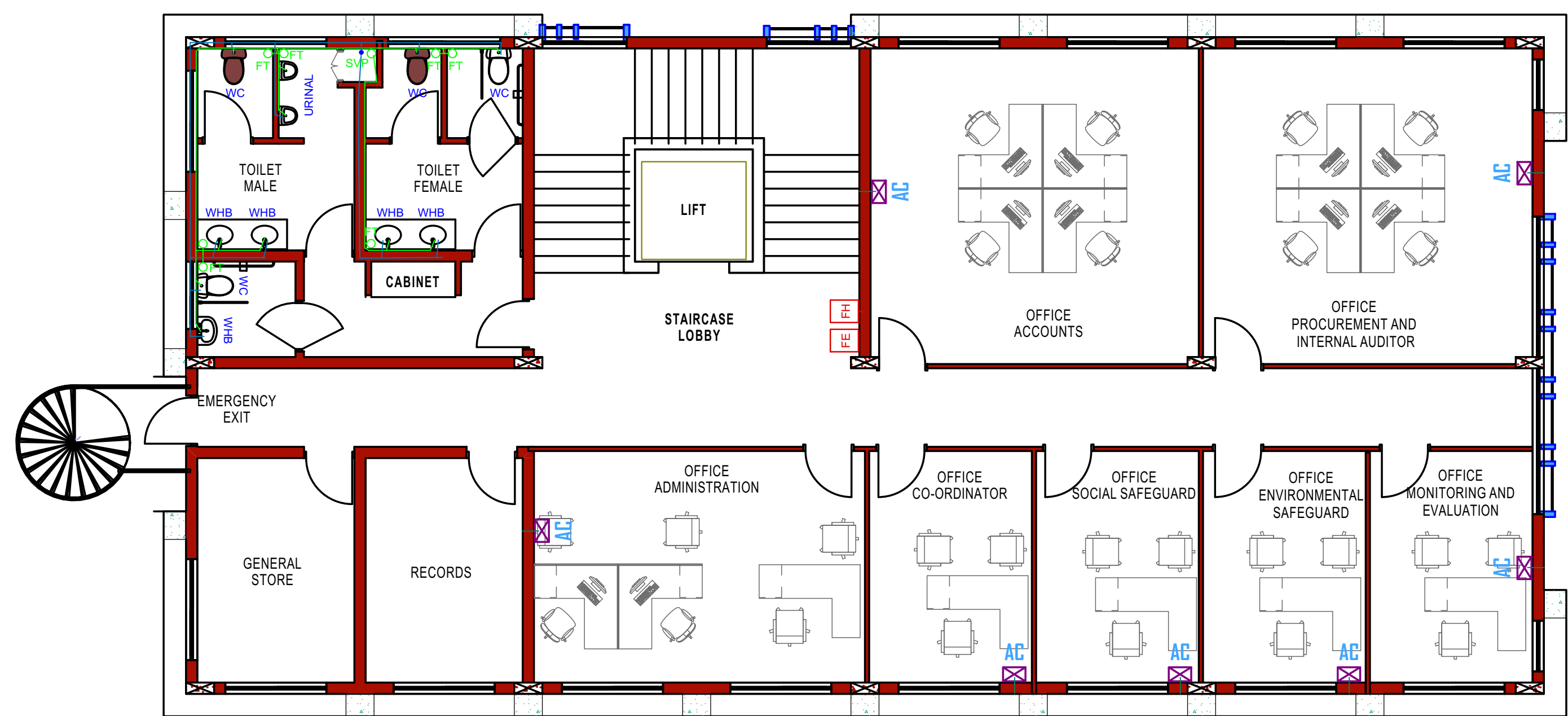


FIRST FLOOR PLAN

LEGEND

- WC WATER CLOSET
- WHB WASH HAND BASIN
- UR URINAL
- SHW SHOWER
- AC
- EXTRACTOR FAN
- FH FIRE HOSE REEL
- FE FIRE EXTIGISHER
- FT FLOOR TRAP
- GT GULLEY TRAP
- MH MAN HOLE
- SVP STACK VENT PIPE
- GATE VALVE
- FRESH WATER PIPE
- WASTE PIPE

project			
PROPOSED CONSTRUCTION OF FISHERIES OFFICE AT LIWATONI MOMBASA			
drawing title			
MECHANICAL WORKS			
application			
PLUMBING / DRAINAGE			
client			
DEPARTMENT OF AGRICULTURE ,LIVESTOCK AND FISHERIES			
Job no.		Drg no.	
scale		1:100	
signature [ client ]		date	
approved		date	
designed	name	signature	date
drawn			MARCH 2023
checked			

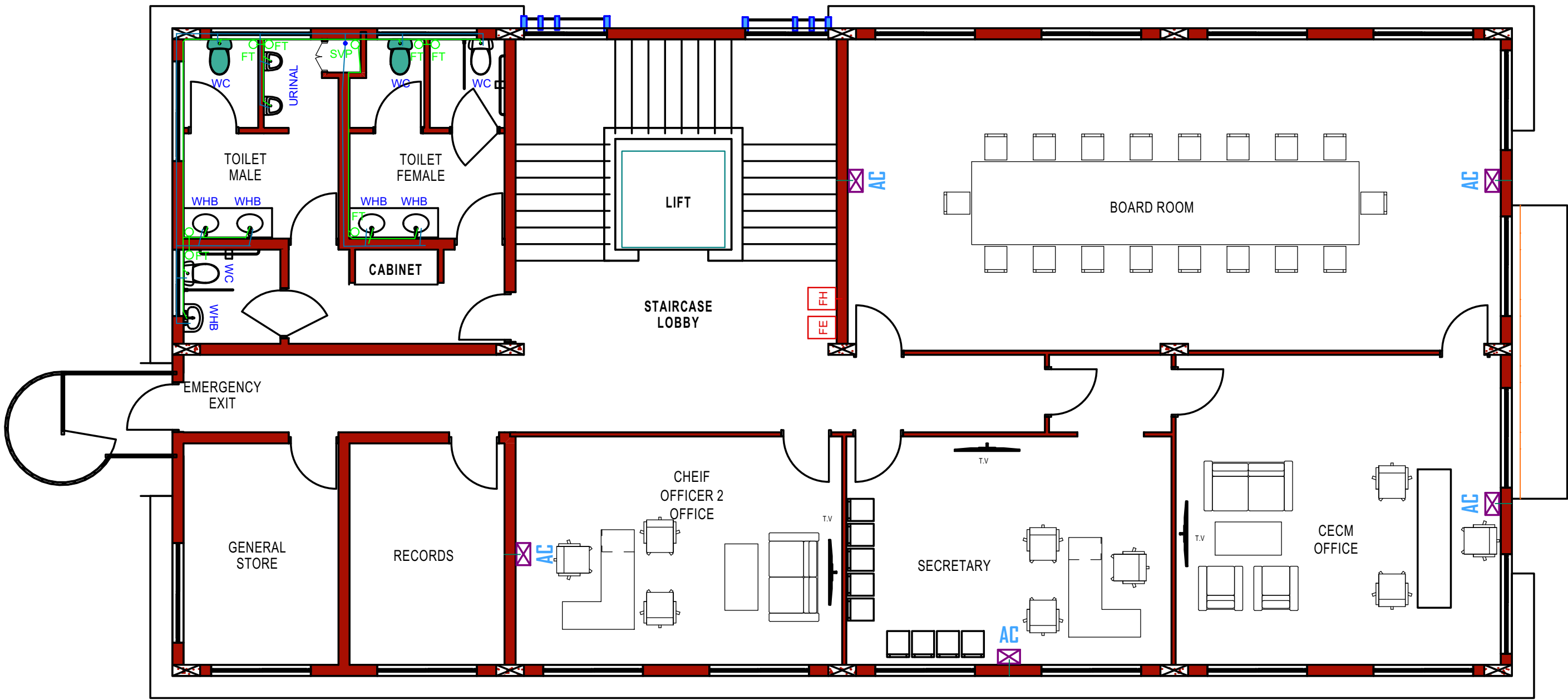


SECOND FLOOR PLAN

LEGEND

- WC WATER CLOSET
- WHB WASH HAND BASIN
- UR URINAL
- SHW SHOWER
- AC
- EXTRACTOR FAN
- FH FIRE HOSE REEL
- FE FIRE EXTIGISHER
- FT FLOOR TRAP
- GT GULLEY TRAP
- MH MAN HOLE
- SVP STACK VENT PIPE
- GATE VALVE
- FRESH WATER PIPE
- WASTE PIPE

project			
PROPOSED CONSTRUCTION OF FISHERIES OFFICE AT LIWATONI MOMBASA			
drawing title			
MECHANICAL WORKS			
application			
PLUMBING / DRAINAGE			
client			
DEPARTMENT OF AGRICULTURE ,LIVESTOCK AND FISHERIES			
Job no.		Drg no.	
scale		1:100	
signature [ client ]		date	
approved		date	
designed	name	signature	date
drawn			MARCH 2023
checked			



THIRD FLOOR PLAN

LEGEND

WC

WATER CLOSET

WHB

WASH HAND BASIN

UR

URINAL

SHW

SHOWER

AC

EXTRACTOR FAN

FIRE HOSE REEL

FIRE EXTIGISHER

FT

FLOOR TRAP

GT

GULLEY TRAP

MH

MAN HOLE

SVP

STACK VENT PIPE

GATE VALVE

FRESH WATER PIPE

WESTE PIPE

project

PROPOSED CONSTRUCTION OF FISHERIES  
OFFICE AT LIWATONI MOMBASA

drawing title

MECHANICAL WORKS

application

PLUMBING / DRAINAGE

client

DEPARTMENT OF AGRICULTURE ,LIVESTOCK  
AND FISHERIES

Job no.

Drg no.

scale

1:100

signature [ client ]

date

approved

date

name

signature

date

designed

MARCH 2023

drawn

checked



## **PART 3 – Conditions of Contract and Contract Forms**

## Section VIII - General Conditions of Contract

These General Conditions of Contract (GCC), read in conjunction with the Particular Conditions of Contract (PCC) and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.

These General Conditions of Contract have been developed on the basis of considerable international experience in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straightforward language.

The GCC can be used for both smaller admeasurement contracts and lump sum contracts.

## Table of Clauses

<b>A. General .....</b>	<b>313</b>
1. Definitions.....	313
2. Interpretation .....	317
3. Language and Law .....	317
4. Project Manager's Decisions .....	318
5. Delegation.....	318
6. Communications.....	318
7. Subcontracting.....	318
8. Other Contractors.....	318
9. Personnel and Equipment.....	320
10. Employer's and Contractor's Risks .....	327
11. Employer's Risks .....	327
12. Contractor's Risks .....	328
13. Insurance .....	328
14. Site Data.....	329
15. Contractor to Construct the Works.....	329
16. The Works to Be Completed by the Intended Completion Date .....	329
17. Approval by the Project Manager.....	330
18. Health, Safety and Protection of the Environment .....	330
19. Archaeological and Geological Findings .....	333
20. Possession of the Site.....	334
21. Access to the Site .....	334
22. Instructions, Inspections and Audits .....	334
23. Appointment of the Adjudicator .....	335
24. Procedure for Disputes.....	335
25. Fraud and Corruption.....	336
26. Stakeholder Engagement .....	336
27. Suppliers (other than Subcontractors) .....	336
28. Code of Conduct .....	337
29. Security of the Site .....	338
<b>B. Time Control .....</b>	<b>339</b>
30. Program and Progress Reports.....	339
31. Extension of the Intended Completion Date .....	340
32. Acceleration .....	341
33. Delays Ordered by the Project Manager .....	341
34. Management Meetings.....	341
35. Early Warning.....	341
<b>C. Quality Control .....</b>	<b>342</b>
36. Identifying Defects .....	342



37. Tests.....	342
38. Correction of Defects.....	342
39. Uncorrected Defects.....	342
<b>D. Cost Control .....</b>	<b>342</b>
40. Contract Price.....	342
41. Changes in the Contract Price.....	343
42. Variations.....	343
43. Cash Flow Forecasts.....	345
44. Payment Certificates .....	345
45. Payments.....	346
46. Compensation Events .....	347
47. Tax .....	348
48. Currencies .....	348
49. Price Adjustment.....	349
50. Retention .....	349
51. Liquidated Damages.....	350
52. Bonus.....	350
53. Advance Payment.....	350
54. Securities .....	351
55. Dayworks.....	351
56. Cost of Repairs .....	351
<b>E. Finishing the Contract .....</b>	<b>351</b>
57. Completion.....	352
58. Taking Over .....	352
59. Final Account .....	352
60. Operating and Maintenance Manuals.....	352
61. Termination .....	352
62. Payment upon Termination .....	353
63. Property.....	354
64. Release from Performance.....	354
65. Suspension of Bank Loan or Credit .....	354

## General Conditions of Contract

### A. General

#### 1. Definitions

Boldface type is used to identify defined terms.

- (a) The **Accepted Contract Amount** means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- (b) The **Activity Schedule** is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump-sum contract. It includes a lump-sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
- (c) The **Adjudicator** is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
- (d) **Bank** means the financing institution **named in the PCC**.
- (e) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
- (f) **Compensation Events** are those defined in GCC Clause 42 hereunder.
- (g) The **Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 57.1.
- (h) The **Contract** is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
- (i) The **Contractor** is the party whose Bid to carry out the Works has been accepted by the Employer.
- (j) The **Contractor's Bid** is the completed bidding document submitted by the Contractor to the Employer.

- (k) The **Contract Price** is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- (l) **Days** are calendar days; months are calendar months.
- (m) **Dayworks** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- (n) A **Defect** is any part of the Works not completed in accordance with the Contract.
- (o) The **Defects Liability Certificate** is the certificate issued by Project Manager upon correction of defects by the Contractor.
- (p) The **Defects Liability Period** is the period **named in the PCC** pursuant to GCC Sub-Clause 38.1 and calculated from the Completion Date.
- (q) **Drawings** means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (r) The **Employer** is the party who employs the Contractor to carry out the Works, **as specified in the PCC**.
- (s) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (t) **"In writing"** or **"written"** means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (u) The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.
- (v) The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The **Intended Completion Date** is specified in the PCC. The **Intended Completion Date** may be

revised only by the Project Manager by issuing an extension of time or an acceleration order.

- (w) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (x) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (y) The **Project Manager** is the person named in the PCC (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.
- (z) **PCC** means Particular Conditions of Contract.
- (aa) The **Site** is the area defined as such in the PCC.
- (bb) **Site Investigation Reports** are those that were included in the bidding document and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (cc) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (dd) The **Start Date** is **given in the PCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- (ee) 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.
- (ff) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (gg) A **Variation** is an instruction given by the Project Manager which varies the Works.

- (hh) The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the PCC.
- (ii) “**Contractor’s Personnel**” refers to all personnel whom the Contractor utilizes on the Site or other places where the Works are carried out, including the staff, labor and other employees of each Subcontractor.
- (jj) “**Key Personnel**” means the positions (if any) of the Contractor’s personnel that are stated in the Specification.
- (kk) “**ES**” means Environmental and Social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH));
- (ll) “**Sexual Exploitation and Abuse**” “**(SEA)**” means the following:

**Sexual Exploitation** is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. In Bank financed operations/projects, sexual exploitation occurs when access to or benefit from a Bank financed Goods, Works, Non-consulting Services or Consulting Services is used to extract sexual gain;

**Sexual Abuse** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;

- (mm) “**Sexual Harassment**” “**(SH)**” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor’s Personnel with other Contractor’s or Employer’s Personnel; and
- (nn) “**Employer’s Personnel**” refers to the Project Manager and all other staff, labor and other employees (if any) of the Project Manager and of the Employer engaged in fulfilling the Employer’s obligations under the Contract; and any other personnel identified as Employer’s Personnel, by a

notice from the Employer or the Project Manager to the Contractor.

## 2. Interpretation

- 2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 2.2 If sectional completion is **specified in the PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
- (a) Agreement,
  - (b) Letter of Acceptance,
  - (c) Contractor's Bid,
  - (d) Particular Conditions of Contract,
  - (e) General Conditions of Contract, including Appendices,
  - (f) Specification,
  - (g) Drawings,
  - (h) Bill of Quantities,<sup>1</sup> and
  - (i) any other document **listed in the PCC** as forming part of the Contract.

## 3. Language and Law

- 3.1 The language of the Contract and the law governing the Contract are **stated in the PCC**.
- 3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Employer's country when

---

<sup>1</sup> In lump-sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
  - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 4. **Project Manager's Decisions**
  - 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
- 5. **Delegation**
  - 5.1 Unless otherwise **specified in the PCC**, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.
- 6. **Communications**
  - 6.1 Communications between parties that are referred to in the Conditions 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. The Contractor shall require that its Subcontractors execute the Works in accordance with the Contract, including complying with the relevant ES requirements and the obligations set out in Sub-Clause 28.1.
  - 7.2 Submission by the Contractor for approval of the Project Manager, addition of any Subcontractor not named in the Contract, shall also include the Subcontractor's declaration in accordance with Appendix C- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration
- 8. **Other Contractors**
  - 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as **referred to in the PCC**. The Contractor shall

also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

- 8.2 The Contractor shall also, as stated in the Specification or as instructed by the Project Manager, cooperate with and allow appropriate opportunities for the Employer's or any other personnel, notified to the Contractor by the Employer or Project Manager, to conduct any environmental and social assessment.



**9. Personnel and Equipment**

9.1 The Contractor shall employ the Key Personnel and use the Equipment identified in its Bid, to carry out the Works or other personnel and Equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and Equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.

9.2 The Project Manager may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Key Personnel (if any), who:

- (a) persists in any misconduct or lack of care;
- (b) carries out duties incompetently or negligently;
- (c) fails to comply with any provision of the Contract;
- (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;
- (e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works;
- (f) has been recruited from the Employer's Personnel;
- (g) undertakes behavior which breaches the Code of Conduct for Contractor's Personnel (ES).

If appropriate, the Contractor shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience.

Notwithstanding any requirement from the Project Manager to remove or cause to remove any person, the Contractor shall take immediate action as appropriate in response to any violation of (a) through (g) above. Such immediate action shall include removing (or causing to be removed) from the Site or other places where the Works are being carried out, any Contractor's Personnel who engages in (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in (f) above.

9.3 The Contractor shall take all necessary safety measures to avoid the occurrence of incidents and injuries to any third party, associated with the use of, if any, Equipment on public roads or other public infrastructure. The Contractor shall monitor road safety incidents and accidents to identify

negative safety issues, and establish and implement necessary measures to resolve them.

#### 9.4 Labor

- 9.4.1 *Engagement of Staff and Labor.* The Contractor shall provide and employ on the Site for the execution of the Works such skilled, semi-skilled and unskilled labor as is necessary for the proper and timely execution of the Contract. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labor with appropriate qualifications and experience from sources within the Country.

Unless otherwise provided in the Contract, the Contractor shall be responsible for the recruitment, transportation, accommodation and welfare facilities in accordance with GCC Sub-Clause 9.4.6, of the Contractor's Personnel, and for all payments in connection therewith.

The Contractor shall provide the Contractor's Personnel information and documentation that are clear and understandable regarding their terms and conditions of employment. The information and documentation shall set out their rights under relevant labor laws applicable to the Contractor's Personnel (which will include any applicable collective agreements), including their rights related to hours of work, wages, overtime, compensation and benefits, as well as those arising from any requirements in the Specification. The Contractor's Personnel shall be informed when any material changes to their terms or conditions of employment occur.

- 9.4.2 *Conditions of Labor.* The Contractor shall inform the Contractor's Personnel about:

- (a) any deduction to their payment and the conditions of such deductions in accordance with the applicable laws or as stated in the Specification; and
- (b) their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the laws of the Country for the time being in force.

The Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws.

Where required by applicable laws or as stated in the Specification, the Contractor shall provide the Contractor's Personnel written notice of termination of employment and details of severance payments in a timely manner. The Contractor shall have paid the Contractor's Personnel (either directly or where appropriate for their benefit) all due wages and entitlements including, as applicable, social security benefits and pension contributions, on or before the end of their engagement/ employment.

- 9.4.3 The Contractor may bring into the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use its best endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor's personnel.
- 9.4.4 The Contractor shall at its own expense provide the means of repatriation to and the Contractor's Personnel employed on the Contract at the Site to their various home countries. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. In the event that the Contractor defaults in providing such means of transportation and temporary maintenance, the Employer may provide the same to such personnel and recover the cost of doing so from the Contractor.
- 9.4.5 *Disorderly conduct.* The Contractor shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst the Contractor's Personnel.
- 9.4.6 *Facilities for Staff and Labor.* Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. If stated in the Specification, the Contractor shall give access to or provide services that accommodate the physical, social and cultural needs of the Contractor's Personnel. The Contractor shall

also provide similar facilities for the Employer's Personnel if stated in the Specification.

- 9.4.7 The Contractor shall, in all dealings with the Contractor's Personnel, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor. The Contractor shall provide the Contractor's Personnel annual holiday and sick, maternity and family leave, as required by applicable laws or as stated in the Specification.
- 9.4.8 *Supply of Foodstuffs.* The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.
- 9.4.9 *Supply of Water.* The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.
- 9.4.10 *Measures against Insect and Pest Nuisance.* The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.
- 9.4.11 *Alcoholic Liquor or Drugs.* The Contractor shall not, otherwise than in accordance with the laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor's Personnel.
- 9.4.12 *Arms and Ammunition.* The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.
- 9.4.13 *Funeral Arrangements.* The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.

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

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

9.4.15 *Child Labor.* The Contractor, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Contractor, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Contractor including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Contractor with the Project Manager's approval. The Contractor shall be subject to regular monitoring by the Project Manager that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological or sexual abuse;

- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or
- (d) transport of heavy loads;
- (e) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (f) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

9.4.16 *Employment Records of Workers.* The Contractor shall keep complete and accurate records of the employment of labor at the Site. The records shall include the names, ages, genders, hours worked, and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the project Manager.

9.4.17 *Workers' Organizations.* In countries where the relevant labor laws recognize workers' rights to form and to join workers' organizations of their choosing and to bargain collectively without interference, the Contractor shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labor laws substantially restrict workers' organizations, the Contractor shall enable alternative means for the Contractor's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The Contractor shall not seek to influence or control these alternative means. The Contractor shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organizations and collective bargaining or alternative mechanisms. Workers' organizations are expected to fairly represent the workers in the workforce.

9.4.18 *Non-Discrimination and Equal Opportunity.* The Contractor shall not make decisions relating to the employment or treatment of Contractor's Personnel on the basis of personal characteristics unrelated to inherent

job requirements. The Contractor shall base the employment of Contractor's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with GCC Sub-Clause 9.4.15).

- 9.4.19 *Contractor's Personnel Grievance Mechanism.* The Contractor shall have a grievance mechanism for Contractor's Personnel, and where relevant the workers' organizations stated in GCC Sub-Clause 9.4.17, to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.

The Contractor's Personnel shall be informed of the grievance mechanism at the time of engagement for the Contract, and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all Contractor's Personnel.

The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements.

The grievance mechanism may utilize existing grievance mechanisms, providing that they are properly designed and implemented, address concerns promptly, and are

readily accessible to Contractor's Personnel. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements.

**9.4.20 Training of Contractor's Personnel.** The Contractor shall provide appropriate training to relevant Contractor's Personnel on ES aspects of the Contract, including appropriate sensitization on prohibition of SEA and SH, and health and safety training referred to in GCC Sub-Clause 18.2.

As stated in the Specification or as instructed by the Project Manager, the Contractor shall also allow appropriate opportunities for the relevant Contractor's Personnel to be trained on ES aspects of the Contract by the Employer's Personnel.

The Contractor shall provide training on SEA and SH, including its prevention, to any of its personnel who has a role to supervise other Contractor's Personnel.

**10. Employer's and Contractor's Risks**

**10.1** The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

**11. Employer's Risks**

**11.1** From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:

- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
  - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
  - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
- (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

**11.2** From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to



the Works, Plant, and Materials is an Employer's risk except loss or damage due to

- (a) a Defect which existed on the Completion Date,
- (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
- (c) the activities of the Contractor on the Site after the Completion Date.

## **12. Contractor's Risks**

- 12.1 From the Starting Date until the Defects Liability 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 risks are Contractor's risks.

## **13. Insurance**

- 13.1 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 and deductibles **stated in the PCC** for the following events which are due to the Contractor's risks:
- (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.
- 13.2 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 to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 13.3 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 the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.

13.5 Both parties shall comply with any conditions of the insurance policies.

**14. Site Data**

14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the PCC**, supplemented by any information available to the Contractor.

**15. Contractor to Construct the Works**

15.1 The Contractor shall construct and install the Works in accordance with the Specification and Drawings.

15.2 If the Contract specifies that the Contractor shall design any part of the permanent Works, the Contractor shall take into the Employer's requirements which may include, if stated in the Specification:

- (a) designing structural elements of the Works taking into account climate change considerations;
- (b) applying the concept of universal access (the concept of universal access means unimpeded access for people of all ages and abilities in different situations and under various circumstances; and
- (c) considering the incremental risks of the public's potential exposure to operational accidents or natural hazards, including extreme weather events.

**16. The Works to Be Completed by the Intended Completion Date**

16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works 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.

16.2 The Contractor shall not carry out mobilization to the Site unless the Project Manager gives approval, an approval that shall not be unreasonably delayed, to the measures the Contractor proposes to address environmental and social risks and impacts, which at a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor's Personnel submitted as part of the Bid and agreed as part of the Contract.

The Contractor shall submit, to the Project Manager for its approval any additional MSIPs as are necessary to manage the ES risks and impacts of ongoing Works. These MSIPs collectively comprise the Contractor's Environmental and Social Management Plan (C-ESMP). The Contractor shall review the C-ESMP, periodically (but not less than every six

(6) months), and update it as required to ensure that it contains measures appropriate to the Works. The updated C-ESMP shall be submitted to the Project Manager for its approval.

**17. Approval by the Project Manager**

17.1 The Contractor shall submit Specification and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.

17.2 The Contractor shall be responsible for design of Temporary Works.

17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.

**18. Health, Safety and Protection of the Environment**

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

18.2 The Contractor shall:

- (a) comply with all applicable health and safety regulations and Laws;
- (b) comply with all applicable health and safety obligations specified in the Contract;
- (c) take care for the health and safety of all persons entitled to be on the Site and other places, if any, where the Works are being executed;
- (d) keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons;
- (e) provide fencing, lighting, safe access, guarding and watching of the Works until the issue of the Contract Certificate of Completion;
- (f) provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land;

- (g) provide health and safety training of Contractor's Personnel as appropriate and maintain training records;
- (h) actively engage the Contractor's Personnel in promoting understanding, and methods for, implementation of health and safety requirements, as well as in providing information to Contractor's Personnel, training on occupational safety and health, and provision of personal protective equipment without expense to the Contractor's Personnel;
- (i) put in place workplace processes for Contractor's Personnel to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health;
- (j) Contractor's Personnel who remove themselves from such work situations shall not be required to return to work until necessary remedial action to correct the situation has been taken. Contractor's Personnel shall not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal;
- (k) where the Employer's Personnel, any other contractors employed by the Employer, and/or personnel of any legally constituted public authorities and private utility companies are employed in carrying out, on or near the site, of any work not included in the Contract, collaborate in applying the health and safety requirements, without prejudice to the responsibility of the relevant entities for the health and safety of their own personnel; and
- (l) establish and implement a system for regular (not less than six-monthly) review of health and safety performance and the working environment.

Subject to GCC Sub-Clause 16.2, the Contractor shall submit to the Project Manager for its approval a health and safety manual which has been specifically prepared for the Works, the Site and other places (if any) where the Contractor intends to execute the Works.

The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and laws.

The health and safety manual shall set out all the health and safety requirements under the Contract,

(a) which shall include at a minimum:

- (i) the procedures to establish and maintain a safe working environment without risk to health at all workplaces, machinery, equipment and processes under the control of the Contractor, including control measures for chemical, physical and biological substances and agents;
- (ii) details of the training to be provided, records to be kept;
- (iii) the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e. an unanticipated incident, arising from both natural and man-made hazards, typically in the form of fire, explosions, leaks or spills, which may occur for a variety of different reasons including failure to implement operating procedures that are designed to prevent their occurrence, extreme weather or lack of early warning);
- (iv) remedies for adverse impacts such as occupational injuries, deaths, disability and disease;
- (v) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases,
- (vi) the measures to be implemented to avoid or minimize the spread of communicable diseases (including transfer of Sexually Transmitted Diseases or Infections (STDs), such as HIV virus) and non-communicable diseases associated with the execution of the Works, taking into consideration differentiated exposure to and higher sensitivity of vulnerable groups. This includes taking measures to avoid or minimize the transmission of communicable diseases that

may be associated with the influx of temporary or permanent Contract-related labor;

- (vii) the policies and procedures on the management and quality of accommodation and welfare facilities if such accommodation and welfare facilities are provided by the Contractor in accordance with GCC Sub-Clause 9.4.6; and

- (b) any other requirements stated in the Specification.

### 18.3 Protection of the environment

- (a) The Contractor shall take all necessary measures to: protect the environment (both on and off the Site); and
- (b) limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor's operations and/ or activities.

The Contractor shall ensure that emissions, surface discharges, effluent and any other pollutants from the Contractor's activities shall exceed neither the values indicated in the Specification, nor those prescribed by applicable laws.

In the event of damage to the environment, property and/or nuisance to people, on or off Site as a result of the Contractor's operations, the Contractor shall agree with the Project Manager the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Contractor shall implement such remedies at its cost to the satisfaction of the Project Manager.

## 19. Archaeological and Geological Findings

19.1 All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural or religious interest found on the Site shall be placed under the care and custody of the Employer. The Contractor shall:

- (a) take all reasonable precautions, including fencing-off the area or site of the finding, to avoid further disturbance and prevent Contractor's Personnel or other persons from removing or damaging any of these findings;

- (b) train relevant Contractor's Personnel on appropriate actions to be taken in the event of such findings; and
- (c) implement any other action consistent with the requirements of the Specification and relevant laws.

The Contractor shall, as soon as practicable after discovery of any such finding, notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

## **20. Possession of the Site**

20.1 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 PCC**, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

## **21. Access to the Site**

21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager (including the Bank staff or consultants acting on the Bank's behalf, stakeholders and third parties, such as independent experts, local communities, or non-governmental organizations), including to carry out environmental and social audit, as appropriate, 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.

## **22. Instructions, Inspections and Audits**

22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.

22.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and subconsultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.

### **22.3 Inspections & Audit by the Bank**

Pursuant to paragraph 2.2 e. of Appendix A to the GCC-Fraud and Corruption, the Contractor shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution,

and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Contractor's and its Subcontractors' and subconsultants' attention is drawn to GCC Sub-Clause 25.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

**23. Appointment  
of the  
Adjudicator**

23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the PCC**, to appoint the Adjudicator within 14 days of receipt of such request.

23.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the PCC** at the request of either party, within 14 days of receipt of such request.

**24. Procedure for  
Disputes**

24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.

24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

24.3 The Adjudicator shall be paid by the hour at the **rate specified in the PCC**, together with reimbursable expenses of the types **specified in the PCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration



within the above 28 days, the Adjudicator’s decision shall be final and binding.

24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place **specified in the PCC**.

## **25. Fraud and Corruption**

25.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Appendix A to the GCC.

25.2 The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

## **26. Stakeholder Engagement**

26.1 The Contractor shall provide relevant contract-related information, as the Employer and/or Project Manager may reasonably request to conduct Stakeholder engagements. “Stakeholder” refers to individuals or groups who:

- (i) are affected or likely to be affected by the Contract; and
- (ii) may have an interest in the Contract.

The Contractor may also directly participate in Stakeholder engagements, as the Employer and/or Project Manager may reasonably request.

## **27. Suppliers (other than Subcontractors)**

27.1 **Forced Labor:** The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage forced labor including trafficked persons as described in GCC Sub-Clause 9.4.14. If forced labor/trafficking cases are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.

27.2 **Child Labor:** The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage child labor as described in GCC Sub-Clause 9.4.15.

If child labor cases are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.

**27.3 *Serious Safety Issues:*** The Contractor, including its Subcontractors, shall comply with all applicable safety obligations, including as stated in GCC Sub-Clause 18.2. The Contractor shall also take measures to require its suppliers (other than Subcontractors) to adopt procedures and mitigation measures adequate to address safety issues related to their personnel. If serious safety issues are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.

**27.4 *Obtaining natural resource materials in relation to supplier:*** The Contractor shall obtain natural resource *materials* from suppliers that can demonstrate, through compliance with the applicable verification and/ or certification requirements, that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats such as unsustainably harvested wood products, gravel or sand extraction from river beds or beaches.

If a supplier cannot continue to demonstrate that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to demonstrate that they are not significantly adversely impacting the habitats.

## **28. Code of Conduct**

**28.1** The Contractor shall have a Code of Conduct for the Contractor's Personnel.

The Contractor shall take all necessary measures to ensure that each Contractor's Personnel is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.

These measures include providing instructions and documentation that can be understood by the Contractor's Personnel and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

The Contractor shall also ensure that the Code of Conduct is visibly displayed in multiple locations on the Site and any other place where the Works will be carried out, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Contractor's Personnel, Employer's Personnel and the local community.

The Contractor's Management Strategy and Implementation Plans shall include appropriate processes for the Contractor to verify compliance with these obligations.

**29. Security of the Site**

29.1 The Contractor shall be responsible for the security of the Site, and:

- (a) for keeping unauthorized persons off the Site;
- (b) authorized persons shall be limited to the Contractor's Personnel, the Employer's Personnel, and to any other personnel identified as authorized personnel (including the Employer's other contractors on the Site), by a notice from the Employer or the Project Manager to the Contractor.

Subject to GCC Sub-Clause 16.2, the Contractor shall submit for the Project Manager's No-objection a security management plan that sets out the security arrangements for the Site.

The Contractor shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards Contractor's Personnel, Employer's Personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Specification.

The Contractor shall not permit any use of force by security personnel in providing security except when used for

preventive and defensive purposes in proportion to the nature and extent of the threat.

In making security arrangements, the Contractor shall also comply with any additional requirements stated in the Specifications

## B. Time Control

### 30. Program and Progress Reports

- 30.1 Within the time **stated in the PCC**, after the date of the Letter of Acceptance, 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. In the case of a lump-sum contract, the activities in the Program shall be consistent with those in the Activity Schedule. 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.
- 30.2 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.
- 30.3 The Contractor shall monitor progress of the Works and submit to the Project manager progress report and any updated Program showing the actual progress achieved and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities, at intervals no longer than the periods **stated in the PCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the PCC** 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. In the case of lump-sum Contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.
- 30.4 Unless otherwise stated in the Specification, each progress report shall include the Environmental and Social (ES) metrics set out in Appendix B.

30.5 In addition to the progress reports, the Contractor shall inform the Project Manager immediately of any allegation, incident or accident in the Site, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel or Contractor's Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.

The Contractor, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Project Manager of any such incident or accident on the Subcontractors' or suppliers' premises relating to the Works which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel, or Contractor's, its Subcontractors' and suppliers' personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Contractor shall provide full details of such incidents or accidents to the Project Manager within the timeframe agreed with the Project Manager.

The Contractor shall require its Subcontractors and suppliers (other than Subcontractors) to immediately notify the Contractor of any incidents or accidents referred to in this Subclause.

**31. Extension of  
the Intended  
Completion  
Date**

31.1 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.

31.2 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 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

by this failure shall not be considered in assessing the new Intended Completion Date.

- 32. Acceleration**
- 32.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.
- 32.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.
- 33. Delays Ordered by the Project Manager**
- 33.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
- 34. Management Meetings**
- 34.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 34.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to 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.
- 35. Early Warning**
- 35.1 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.
- 35.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for 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 instruction of the Project Manager.

### C. Quality Control

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|----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>36. Identifying Defects</b>   | 36.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking 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.                                                                                                                      |
| <b>37. Tests</b>                 | 37.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.                                                                                                                                                                |
| <b>38. Correction of Defects</b> | <p>38.1 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 <b>defined in the PCC</b>. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.</p> <p>38.2 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.</p> |
| <b>39. Uncorrected Defects</b>   | 39.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.                                                                                                                                                                                                                                         |

### D. Cost Control

- |                                       |                                                                                                                                                                             |
|---------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>40. Contract Price<sup>2</sup></b> | 40.1 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The |
|---------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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<sup>2</sup> In lump-sum contracts, replace GCC Sub-Clause 40.1 as follows:

40.1 The Contractor shall provide updated Activity Schedules within 14 days of being instructed to by the Project Manager. The Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for materials on site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.

Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.

#### **41. Changes in the Contract Price<sup>3</sup>**

41.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.

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

#### **42. Variations**

42.1 All Variations shall be included in updated Programs<sup>4</sup> produced by the Contractor.

42.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Contractor shall also provide information of any ES risks and impacts of the Variation. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

42.3 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.

42.4 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.

<sup>3</sup> In lump-sum contracts, replace entire GCC Clause 41 with new GCC Sub-Clause 41.1, as follows:

41.1 The Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.

<sup>4</sup> In lump-sum contracts, add "and Activity Schedules" after "Programs."



42.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

42.6 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in GCC Sub-Clause 41.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.<sup>5</sup>

42.7 Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle cost) the Employer may incur in implementing the value engineering proposal;
- (c) a description of any effect(s) of the change on performance/functionality; and
- (d) a description of the proposed work to be performed, a program for its execution and sufficient ES information to enable an evaluation of ES risks and impacts.

The Employer may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerates the contract completion period; or
- (b) reduces the Contract Price or the life cycle costs to the Employer; or
- (c) improves the quality, efficiency, safety or sustainability of the Facilities; or
- (d) yields any other benefits to the Employer,

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<sup>5</sup> In lump-sum contracts, delete this paragraph.

without compromising the functionality of the Works.

If the value engineering proposal is approved by the Employer and results in:

- (a) a reduction of the Contract Price; the amount to be paid to the Contractor shall be the **percentage specified in the PCC** of the reduction in the Contract Price; or
- (b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Contractor shall be the full increase in the Contract Price.

#### 43. Cash Flow Forecasts

43.1 When the Program,<sup>6</sup> is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

#### 44. Payment Certificates

44.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

44.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

44.3 The value of work executed shall be determined by the Project Manager.

44.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed.<sup>7</sup>

44.5 The value of work executed shall include the valuation of Variations and Compensation Events.

44.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

44.7 If the Contractor was, or is, failing to perform any ES obligations or work under the Contract, the value of this

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<sup>6</sup> In lump-sum contracts, add "or Activity Schedule" after "Program."

<sup>7</sup> In lump-sum contracts, replace this paragraph with the following: "The value of work executed shall comprise the value of completed activities in the Activity Schedule."

work or obligation, as determined by the Project Manager, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Project Manager, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:

- (a) failure to comply with any ES obligations or work described in the Works' Requirements which may include: working outside site boundaries, excessive dust, failure to keep public roads in a safe usable condition, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion;
- (b) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts;
- (c) failure to implement the C-ESMP e.g. failure to provide required training or sensitization;
- (d) failing to have appropriate consents/permits prior to undertaking Works or related activities;
- (e) failure to submit ES report/s (as described in Appendix B), or failure to submit such reports in a timely manner;
- (f) failure to implement remediation as instructed by the Project Manager within the specified timeframe (e.g. remediation addressing non-compliance/s).

## **45. Payments**

45.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.

- 45.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or 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.
- 45.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 45.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

**46. Compensation  
Events**

46.1 The following shall be Compensation Events:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
- (b) The Employer modifies the Schedule of Other Contractors 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, Specification, 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 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 bidders (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 advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.

46.2 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.

46.3 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 shall assume that the Contractor shall react competently and promptly to the event.

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

#### **47. Tax**

47.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 49.

#### **48. Currencies**

48.1 Where payments are made in currencies other than the currency of the Employer's country **specified in the PCC**,

the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.

#### 49. Price Adjustment

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

$$P_c = A_c + B_c \text{ Imc/loc}$$

where:

$P_c$  is the adjustment factor for the portion of the Contract Price payable in a specific currency "c."

$A_c$  and  $B_c$  are coefficients<sup>8</sup> **specified in the PCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and

Imc is the index prevailing at the end of the month being invoiced and loc is the index prevailing 28 days before Bid opening for inputs payable; both in the specific currency "c."

49.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

#### 50. Retention

50.1 The Employer shall retain from each payment due to the Contractor the proportion **stated in the PCC** until Completion of the whole of the Works.

50.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC Sub-Clause 57.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period

<sup>8</sup> The sum of the two coefficients  $A_c$  and  $B_c$  should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient  $A_c$ , for the nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price.

has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an “on demand” Bank guarantee.

#### **51. Liquidated Damages**

- 51.1 The Contractor shall pay liquidated damages to the Employer at the rate per day **stated in the PCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the PCC**. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.
- 51.2 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 rates specified in GCC Sub-Clause 45.1.

#### **52. Bonus**

- 52.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the PCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

#### **53. Advance Payment**

- 53.1 The Employer shall make advance payment to the Contractor of the amounts **stated in the PCC** by the date **stated in the PCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.
- 53.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has

been used in this way by supplying copies of invoices or other documents to the Project Manager.

53.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

#### 54. Securities

54.1 The Performance Security, and if so **specified in the PCC** an environmental and social (ES) 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 **specified in the PCC**, by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Certificate of Completion in the case of a Performance Bond.

#### 55. Dayworks

55.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

55.2 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.

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

#### 56. Cost of Repairs

56.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

### E. Finishing the Contract



- 57. Completion**      57.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.
- 58. Taking Over**      58.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a Certificate of Completion.
- 59. Final Account**      59.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable 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 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 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.
- 60. Operating and Maintenance Manuals**      60.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the PCC**.
- 60.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the PCC** pursuant to GCC Sub-Clause 60.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the PCC** from payments due to the Contractor.
- 61. Termination**      61.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 61.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
- (a) the Contractor stops work for 28 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 28 days;
- (c) the Employer or the Contractor is made 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 84 days of the date of the Project Manager's certificate;
- (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;
- (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the PCC**; or
- (h) if the Contractor, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix A to the GCC, in competing for or in executing the Contract, then the Employer may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.

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

61.4 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.

61.5 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 GCC Sub-Clause 61.2 above, the Project Manager shall decide whether the breach is fundamental or not.

## **62. Payment upon Termination**

62.1 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 less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as **specified in the PCC**. 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 to the Employer.

62.2 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, and less advance payments received up to the date of the certificate.

**63. Property**

63.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.

**64. Release from Performance**

64.1 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 and for any work carried out afterwards to which a commitment was made.

**65. Suspension of Bank Loan or Credit**

65.1 In the event that the Bank suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made:

- (a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the Bank's suspension notice.
- (b) If the Contractor has not received sums due to it within the 28 days for payment provided for in GCC Sub-Clause 45.1, the Contractor may immediately issue a 14-day termination notice.



## APPENDIX A TO GENERAL CONDITIONS

### Fraud and Corruption

#### 1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

#### 2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
  - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v. "obstructive practice" is:
    - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from

disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders(applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating

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

<sup>2</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<sup>3</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of

to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

## APPENDIX B

### Environmental and Social (ES)

#### Metrics for Progress Reports

*[Note to Employer: the following metrics may be amended to reflect the specifics of the Contract. The Employer shall ensure that the metrics provided are appropriate for the Works and impacts/key issues identified in the environmental and social assessment]*

*Metrics for regular reporting:*

- a. environmental incidents or non-compliances with contract requirements, including contamination, pollution or damage to ground or water supplies;*
- b. health and safety incidents, accidents, injuries that require treatment and all fatalities;*
- c. interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none);*
- d. status of all permits and agreements:*
  - i. work permits: number required, number received, actions taken for those not received;*
  - ii. status of permits and consents:*
    - list areas/facilities with permits required (quarries, asphalt & batch plants), dates of application, dates issued (actions to follow up if not issued), dates submitted to resident engineer (or equivalent), status of area (waiting for permits, working, abandoned without reclamation, decommissioning plan being implemented, etc.);
    - list areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, dates submitted to resident engineer (or equivalent);
    - identify major activities undertaken in each area in the reporting period and highlights of environmental and social protection (land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation);



- for quarries: status of relocation and compensation (completed, or details of activities and current status in the reporting period).

*e. health and safety supervision:*

- i. safety officer: number days worked, number of full inspections & partial inspections, reports to construction/project management;
- ii. number of workers, work hours, metric of PPE use (percentage of workers with full personal protection equipment (PPE), partial, etc.), worker violations observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any);

*f. worker accommodations:*

- i. number of expats housed in accommodations, number of locals;
- ii. date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;
- iii. actions taken to recommend/require improved conditions, or to improve conditions.

*g. Health services: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);*

*h. gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);*

*i. training:*

- i. number of new workers, number receiving induction training, dates of induction training;
- ii. number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;
- iii. number and dates of communicable diseases (including STDs) sensitization and/or training, no. workers receiving training (in the reporting period and in the past); same questions for gender sensitization, flag person training.
- iv. number and date of SEA and SH prevention sensitization and/or training events, including number of workers receiving training on Code of

Conduct for Contractor's Personnel (in the reporting period and in the past), etc.

*j. environmental and social supervision:*

- i. environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;
- ii. sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and
- iii. community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.

*k. Grievances:* list new grievances (e.g. number of allegations of SEA and SH) received in the reporting period and number of unresolved past grievances by date received, complainant's age and sex, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):

- i. Worker grievances;
- ii. Community grievances

*l. Traffic, road safety and vehicles/equipment:*

- i. traffic and road safety incidents and accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
- ii. traffic and road safety incidents and accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;
- iii. overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to

improve safety and/or environmental performance (to control smoke, etc.).

*m. Environmental mitigations and issues (what has been done):*

- i. dust: number of working bowzers, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/ spoil lorries with covers, actions taken for uncovered vehicles;
- ii. erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;
- iii. quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;
- iv. blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);
- v. spill clean-ups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination);
- vi. waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;
- vii. details of tree plantings and other mitigations required undertaken in the reporting period;
- viii. details of water and swamp protection mitigations required undertaken in the reporting period.

*n. compliance:*

- i. compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;

- ii. compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- iii. compliance status of SEA and SH prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- iv. compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- v. other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

## APPENDIX C

### Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration for Subcontractors

*[The following table shall be filled in by each subcontractor proposed by the Contractor, that was not named in the Contract]*

Subcontractor's Name: *[insert full name]*

Date: *[insert day, month, year]*

Contract reference *[insert contract reference]*

Page *[insert page number]* of *[insert total number]* pages

<b>SEA and/or SH Declaration</b>
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.</p> <p><input type="checkbox"/> (d) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA /SH obligations.</p> <p><input type="checkbox"/> (e) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached specific evidence demonstrating that we have adequate capacity and commitment to comply with SEA and SH obligations.</p>
<p><b><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></b></p>
<p><b><i>[If (d) or ( e) above are applicable, provide the following information:]</i></b></p>
<p>Period of disqualification: From: _____ To: _____</p>
<p>If previously provided on another Bank financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/SH obligations (as per (d) above)</p> <p style="margin-left: 40px;">Name of Employer: _____</p> <p style="margin-left: 40px;">Name of Project: _____</p>

Contract description: _____
Brief summary of evidence provided: _____
_____
Contact Information: (Tel, email, name of contact person): _____
_____
As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and commitment to comply with SEA/SH obligations ( <b>as per (e) above</b> ) ) <i>[attach details as appropriate]</i> .
_____
_____
_____

Name of the Subcontractor \_\_\_\_\_

Name of the person duly authorized to sign on behalf of the Subcontractor \_\_\_\_\_

Title of the person signing on behalf of the Subcontractor \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

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

Countersignature of authorized representative of the Contractor:

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

## Section IX - Particular Conditions of Contract

A. General	
GCC 1.1 (d)	The financing institution is: <b>World Bank</b>
GCC 1.1 (r)	<p>The Employer is</p> <p>To: <b>Principal Secretary</b>            State Department for Blue Economy for Blue Economy and Fisheries            Address: <b>Ngong Road, Works Building/3rd Floor</b>            City: <b>Nairobi</b>            ZIP Code: <b>00200</b>            Country: <b>Kenya</b>            Telephone: <b>+254 020-2716103</b>            Electronic mail address: <b>ps@blueeconomy.go.ke; info@kemfsed.org</b></p>
GCC 1.1 (v)	<p>The Intended Completion Date for the whole of the Works shall be</p> <p><i>16th August 2024</i></p>
GCC 1.1 (y)	<p>The Project Manager is</p> <p>Eng. Stephen Angwenyi            The Project Engineer            Kenya Marine Fisheries and Socio-Economic Development (KEMFSED)            P O Box 58187 – 00200,            City: Nairobi            Country: Kenya</p>
GCC 1.1 (aa)	<p>The Site is located at <b>Kenya Fisheries Service (KEFS) Office, Liwatoni, Mombasa County</b></p> <p><b>Coordinates: 4°4'7.6"S 39°39'32.6"E</b></p>
GCC 1.1 (dd)	The Start Date shall be <i>17th August 2023</i>
GCC 1.1 (hh)	<p>The Works consist of</p> <ul style="list-style-type: none"> <li>a) <i>Builders works entails erection of 3 floors and ancillary works</i></li> <li>b) <i>Civil Works and drainage works</i></li> <li>c) <i>Mechanical Works</i></li> <li>d) <i>Electrical Works</i></li> </ul>

<b>GCC 2.2</b>	Sectional Completions are: <i>N/A</i>
<b>GCC 2.3(i)</b>	The following documents also form part of the Contract: <i>N/A</i>
<b>GCC 3.1</b>	The language of the contract is <b>English</b>  The law that applies to the Contract is the law of <b>Kenya</b>
<b>GCC 5.1</b>	The Project manager <b>May Not</b> delegate any of his duties and responsibilities.
<b>GCC 8.1</b>	Schedule of other contractors: <i>N/A</i>
<b>GCC 13.1</b>	The minimum insurance amounts and deductibles shall be:  (a) for loss or damage to the Works, Plant and Materials: <b>Contractors All Risks Insurance for construction – 5%</b>  (b) For loss or damage to Equipment: <b>Contractors All Risks Insurance for construction – 5%</b>  (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract <b>General liability insurance – 5%</b>  (d) for personal injury or death:  (i) of the Contractor's employees: <b>Workers' Compensation Insurance – 5%</b>  (ii) of other people: <b>General liability insurance – 5%</b>
<b>GCC 14.1</b>	Site Data are: <b>Drawings</b>
<b>GCC 20.1</b>	The Site Possession Date(s) shall be: <b>Kenya Fisheries Service (KEFS) Office, Liwatoni, Mombasa County, Coordinates: 4°4'7.6"S 39°39'32.6"E and 17th August 2023</b>
<b>GCC 23.1 &amp; GCC 23.2</b>	Appointing Authority for the Adjudicator: <b>Chartered Institute of Arbitrators (CI Arb)</b>
<b>GCC 24.3</b>	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: <i>to be determined.</i>
<b>GCC 24.4</b>	Institution whose arbitration procedures shall be used:  <b><i>“United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules:</i></b>  Any dispute, controversy, or claim arising out of or relating to this Contract, or breach, termination, or invalidity thereof, shall be settled



	<p>by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.”</p> <p>or</p> <p><b><i>“Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC):</i></b></p> <p>All disputes arising out of or in connection with the present Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.”</p> <p>or</p> <p><b><i>“Rules of Arbitration Institute of the Stockholm Chamber of Commerce:</i></b></p> <p>Any dispute, controversy, or claim arising out of or in connection with this Contract, or the breach, termination, or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.”</p> <p>or</p> <p><b><i>“Rules of the London court of International Arbitration:</i></b></p> <p>Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity, or termination shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference to this clause.” The place of arbitration shall be: <b>Nairobi, Kenya.</b></p>
<b>B. Time Control</b>	
<b>GCC 30.1</b>	The Contractor shall submit for approval a Program for the Works within <b>7</b> days from the date of the Letter of Acceptance.
<b>GCC 30.3</b>	<p>The period between Program updates is <b>90</b> days.</p> <p>The amount to be withheld for late submission of an updated Program is <b>5%</b>.</p> <p>The period for submission of progress reports is <b>30</b> days.</p>
<b>C. Quality Control</b>	

<b>GCC 38.1</b>	The Defects Liability Period is: <b>180</b> days.
<b>D. Cost Control</b>	
<b>GCC 48.1</b>	The currency of the Employer's Country is: Kenya shillings, Kenya.
<b>GCC 49.1</b>	The Contract " <del>is</del> " subject to price adjustment in accordance with GCC Clause 45
<b>GCC 50.1</b>	The proportion of payments retained is: <b>10%</b>
<b>GCC 51.1</b>	The liquidated damages for the whole of the Works are <b>0.04 %</b> per day. The maximum amount of liquidated damages for the whole of the Works is <b>10%</b> of the final Contract Price.
<b>GCC 52.1</b>	The Bonus for the whole of the Works is <b>NIL</b> per day. The maximum amount of Bonus for the whole of the Works is <b>NIL</b> of the final Contract Price.
<b>GCC 53.1</b>	The Advance Payments shall be: <b>Fifteen Million</b> and shall be paid to the Contractor no later than <b>45 days after award</b> .
<b>GCC 54.1</b>	<p>The Performance Security will be in the form of a "<b>demand guarantee</b>" in the amount(s) of KES. <b>850,000.00</b> in the same currency (ies) of the Accepted Contract Amount.</p> <p>The ES Performance Security will be in the form of a "demand guarantee" in the amount(s) of <b>3%</b> of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.</p>
<b>E. Finishing the Contract</b>	
<b>GCC 60.1</b>	<p>The date by which operating and maintenance manuals are required is <b>17th July 2024</b>.</p> <p>The date by which "as built" drawings are required is <b>17th July 2024</b></p>
<b>GCC 60.2</b>	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required in GCC Sub-Clause 60.1 is <b>KES. 500,000.00</b> .
<b>GCC 61.2 (g)</b>	The maximum number of days is: <b>30 days</b>
<b>GCC 62.1</b>	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is <b>4%</b> .

Section X - Contract Forms

Table of Forms

Notification of Intention to Award.....372

Letter of Acceptance .....379

Contract Agreement ..... 381

Performance Security - Bank Guarantee.....383

Performance Security - Performance Bond.....385

Environmental and Social (ES) Performance Security.....387

Advance Payment Security .....389

## Notification of Intention to Award

*[This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid.]*

*[Send this Notification to the Bidder's Authorized Representative named in the Bidder Information Form]*

For the attention of Bidder's Authorized Representative

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

Email Address: *[insert Authorized Representative's email address]*

***[IMPORTANT: insert the date that this Notification is transmitted to Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]***

**DATE OF TRANSMISSION:** This Notification is sent by: *[email/fax]* on *[date]* (local time)

## Notification of Intention to Award

**Employer:** *[insert the name of the Employer]*

**Project:** *[insert name of project]*

**Contract title:** *[insert the name of the contract]*

**Country:** *[insert country where RFB is issued]*

**Loan No. /Credit No. / Grant No.:** *[insert reference number for loan/credit/grant]*

**RFB No:** *[insert RFB reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

- a) request a debriefing in relation to the evaluation of your Bid, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

### 1. The successful Bidder

**Name:** *[insert name of successful Bidder]*

**Address:** *[insert address of the successful Bidder]*

**Contract price:** *[insert contract price of the successful Bid]*

2. Other Bidders *[INSTRUCTIONS: insert names of all Bidders that submitted a Bid. If the Bid's price was evaluated include the evaluated price as well as the Bid price as read out.]*

Name of Bidder	Bid price	Evaluated Bid price (if applicable)
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>

3. Reason/s why your Bid was unsuccessful

*[INSTRUCTIONS: State the reason/s why this Bidder's Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder's Bid or (b) information that is marked confidential by the Bidder in its Bid.]*

4. How to request a debriefing

**DEADLINE:** The deadline to request a debriefing expires at midnight on *[insert date]* (local time).

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

**Attention:** *[insert full name of person, if applicable]*

**Title/position:** *[insert title/position]*

**Agency:** *[insert name of Employer]*

**Email address:** *[insert email address]*

**Fax number:** *[insert fax number] delete if not used*

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

## 5. How to make a complaint

**Period:** Procurement-related Complaint challenging the decision to award shall be submitted by midnight, *[insert date]* (local time).

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

**Attention:** *[insert full name of person, if applicable]*

**Title/position:** *[insert title/position]*

**Agency:** *[insert name of Employer]*

**Email address:** *[insert email address]*

**Fax number:** *[insert fax number] delete if not used*

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

### Further information:

For more information see the [Procurement Regulations for IPF Borrowers \(Procurement Regulations\)](https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005) [https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005] (Annex III). You should read these provisions before preparing and submitting your complaint. In addition, the World Bank's Guidance "[How to make a Procurement-related Complaint](#)"

[\[http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework\]](http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework) provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

#### 6. Standstill Period

**DEADLINE:** The Standstill Period is due to end at midnight on *[insert date]* (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of the Employer:

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

**Name:** \_\_\_\_\_

**Title/position:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

## Beneficial Ownership Disclosure Form

*INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM*

*This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Bidder<sup>1</sup>. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.*

*For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions:*

- *directly or indirectly holding 25% or more of the shares*
- *directly or indirectly holding 25% or more of the voting rights*
- *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder*

**RFB No.:** *[insert number of RFB process]*

**Request for Bid No.:** *[insert identification]*

**To:** *[insert complete name of Employer]*

In response to your request in the Letter of Acceptance dated *[insert date of letter of Acceptance]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.

### Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder (Yes / No)



<i>[include full name (last, middle, first), nationality, country of residence]</i>			
-----------------------------------------------------------------------------------------------------	--	--	--

**OR**

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder

**OR**

(iii) *We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Bidder shall provide explanation on why it is unable to identify any Beneficial Owner]*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder]"

**Name of the Bidder:** \**[insert complete name of the Bidder]*

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** \*\**[insert complete name of person duly authorized to sign the Bid]*

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

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

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

\* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to “Bidder” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

\*\* Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

## Letter of Acceptance

*[on letterhead paper of the Employer]*

..... *[date]* .....

To: ..... *[ name and address of the Contractor]* .....

Subject: ..... *[Notification of Award Contract No]* .....

This is to notify you that your Bid dated . . . . *[insert date]* . . . . for execution of the  
 ..... *[insert name of the contract and identification number, as given in the PCC]* .....  
 ..... for the Accepted Contract Amount of ..... *[insert amount in numbers and  
 words and name of currency]*, as corrected and modified in accordance with the  
 Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish (i) the Performance Security and an Environmental  
 and Social (ES) Performance Security *[Delete ES Performance Security if it is not  
 required under the contract]* within 28 days in accordance with the Conditions of  
 Contract, using for that purpose the of the Performance Security Form and the ES  
 Performance Security Form, *[Delete reference to the ES Performance Security Form  
 if it is not required under the contract]* and (ii) the additional information on  
 beneficial ownership in accordance with BDS ITB 47.1, within eight (8) Business  
 days using the Beneficial Ownership Disclosure Form, included in Section X -  
 Contract Forms, of the bidding document.

*[Choose one of the following statements:]*

We accept that \_\_\_\_\_ *[insert the name of Adjudicator proposed  
 by the Bidder]* be appointed as the Adjudicator.

*[or]*

We do not accept that \_\_\_\_\_ *[insert the name of the Adjudicator  
 proposed by the Bidder]* be appointed as the Adjudicator, and by sending a copy of  
 this Letter of Acceptance to \_\_\_\_\_ *[insert  
 name of the Appointing Authority]*, the Appointing Authority, we are hereby requesting  
 such Authority to appoint the Adjudicator in accordance with ITB 48.1 and GCC  
 Sub-Clause 23.1.

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

**Attachment: Contract Agreement**

## Contract Agreement

THIS AGREEMENT made the . . . . . day of . . . . ., between . . . . . *[name of the Employer]*. . . . . (hereinafter “the Employer”), of the one part, and . . . . . *[name of the Contractor]*. . . . . (hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as . . . . . *[name of the Contract]*. . . . . should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - (a) the Letter of Acceptance
  - (b) the Letter of Bid
  - (c) the addenda Nos \_\_\_\_\_ (if any)
  - (d) the Particular Conditions
  - (e) the General Conditions of Contract, including appendix;
  - (f) the Specification
  - (g) the Drawings
  - (h) Bill of Quantities;<sup>1</sup> and
  - (i) any other document listed in the PCC as forming part of the Contract, but not limited to;
    - i. the ES Management Strategies and Implementation Plans; and
    - ii. Code of Conduct for Contractor’s Personnel (ES).

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<sup>1</sup> In lump sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.”

3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy 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 hereto have caused this Agreement to be executed in accordance with the laws of . . . . . *[name of the borrowing country]*. . . . .on the day, month and year specified above.

Signed by: \_\_\_\_\_  
for and on behalf of the Employer

in the  
presence  
of: \_\_\_\_\_  
Witness, Name, Signature, Address, Date

Signed by: \_\_\_\_\_  
for and on behalf the Contractor

in the  
presence  
of: \_\_\_\_\_  
Witness, Name, Signature, Address, Date

## Performance Security

### Option 1: Demand Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[insert name and Address of Employer]*

**Date:** *[Insert date of issue]*

**PERFORMANCE GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that \_ *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of \_ *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (\_\_\_\_\_) *[insert amount in words]*,<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

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<sup>1</sup> The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

This guarantee shall expire, no later than the .... Day of ....., 2...<sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

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*[signature(s)]*

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

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<sup>2</sup> *Insert the date twenty-eight days after the expected completion date as described in GCC Sub-Clause 57.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”*



## Performance Security

### Option 2: Performance Bond

By this Bond *[insert name of Principal]* as Principal (hereinafter called “the Contractor”) and *[insert name of Surety]* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name of Employer]* as Obligee (hereinafter called “the Employer”) in the amount of *[insert amount in words and figures]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a written Agreement with the Employer dated the \_\_ day of \_\_\_\_\_, 20 \_\_, for *[name of contract and brief description of Works]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or Bids from qualified Bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or

- (3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of issue of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

## Environmental and Social (ES) Performance Security

### ES Demand Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[insert name and Address of Employer]*

**Date:** *[Insert date of issue]*

**ES PERFORMANCE GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that \_\_\_\_\_ (hereinafter called "the Applicant") has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ ( ),<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its Environmental and/or Social (ES) obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... Day of ....., 2...<sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.

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<sup>1</sup> The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

<sup>2</sup> Insert the date twenty-eight days after the expected completion date as described in GCC Sub- Clause 57.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

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*[signature(s)]*

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*Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

## Advance Payment Security

### Demand Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Insert name and Address of Employer]*

**Date:** *[Insert date of issue]*

**ADVANCE PAYMENT GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* ( ) *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]*

( \_\_\_\_\_ ) *[insert amount in words]*<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

(a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or

(b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

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<sup>1</sup> The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*..

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*,<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

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*[signature(s)]*

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<sup>2</sup> *Insert the expected completion date as described in GCC Sub- Clause 57.1. The Employer should note that in the event of an extension of the expected completion date of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*