KENYA FERRY SERVICES LIMITED

TENDER DOCUMENT

FOR

SUPPLY, INSTALLATION AND COMMISSIONING OF OVERHEAD GANTRY CRANE AND ASSOCIATED WORKS FOR PROPOSED WORKSHOP, WAREHOUSE AND OFFICES

TENDER NO. KFS/CRA/07F/03/2018

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INSTRUCTIONS TO TENDERERS.
# INSTRUCTIONS TO TENDERERS

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

GENERAL

1. Definitions

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

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

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

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

2. Eligibility and Qualification Requirements

2.1 This invitation to tender is open to women only as per tender notice advertisement.

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

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

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

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

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

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

2.3 Joint Ventures

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

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

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

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

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

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

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3. **Cost of Tendering**

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

4. **Site Visit**

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

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

   4.3 **Site visit is scheduled for Friday 6th April 2018 from 1000 hour and shall be conducted by the employer.** A representative of the Employer will be available to meet the intending tenderers at the Site. Tenderers must provide their own transport. The representative will not be available at any other time for site inspection visits.

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

**TENDER DOCUMENTS**

5. **Tender Documents**

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

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

d. Appendix to Form of Tender

e. Form of Tender Surety

f. Statement of Foreign Currency Requirements

g. Form of Performance Security

h. Form of Agreement

i. Form of Advance payment Bank Guarantee

j. Schedules of Supplementary Information

k. General Conditions of Contract – Part I

l. Conditions of Particular Application – Part II

m. Specifications

n. Bills of Quantities

o. Drawings

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

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

6. Clarification of Tender Documents

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

7. Amendment of Tender Documents

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

7.2 Any Addendum will be notified in writing or by cable, telex or facsimile to all prospective tenderers who have purchased the tender documents and will be binding upon them.
7.3 If during the period of tendering, any circular letters (tender notices) shall be issued to tenderers by, or on behalf of, the Employer setting forth the interpretation to be paced on a part of the tender documents or to make any change in them, such circular letters will form part of the tender documents and it will be assumed that the tenderer has taken account of them in preparing his tender. The tenderer must promptly acknowledge any circular letters he may receive.

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

**PREPARATION OF TENDERS**

8. **Language of Tender**

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

9. **Documents Comprising the Tender**

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

10. **Tender Prices**

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

10.2 A price or rate shall be inserted by the tenderer for every item in the Bills of Quantities whether the quantities are stated or not items against which no rate or price is entered by the tenderer will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bills of Quantities.
The prices and unit rates in the Bills of Quantities are to be the full [all-inclusive] value of the work described under the items, including all costs and expenses which may be necessary and all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based. All duties and taxes and other levies payable by the Contractor under the Contract or for any other cause as of the date 28 days prior to the deadline for the submission of tenders, shall be included in the rates and prices and the total tender prices submitted by the Tenderer.

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

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

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

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

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

11. Currencies of Tender and Payment

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

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

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

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

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

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

13. **Tender Surety**

13.1 The tenderer shall furnish as part of his tender, a dully completed Tender Securing Declaration Form.

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

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

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

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

13.5 The Tender Surety may be forfeited:

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

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

   (i) to sign the Agreement, or

   (ii) to furnish the necessary Performance Security

(c) if a tenderer does not accept the correction of his tender price pursuant to clause 23.
14. **No Alternative Offers**

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

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

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

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

15. **Pre-Tender Meeting**

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

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

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

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

16. **Format and Signing of Tenders**

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

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

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

17. Sealing and Marking of Tenders
17.1 The tenderer shall seal the original and copy of the tender in separated envelopes, duly marking the envelopes as “ORIGINAL” and “COPY”. The envelopes shall then be sealed in an outer envelope.

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

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

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

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

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

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

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

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

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

The tenderer’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions for the submission of tenders, with the inner and outer envelopes additionally marked “MODIFICATION” or “WITHDRAWAL” as appropriate.
19.2 No tender may be modified subsequent to the deadline for submission of tenders.

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

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

**TENDER OPENING AND EVALUATION**

20 Tender Opening

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

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

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

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

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

21 Process to be Confidential

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

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

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22 Clarification of Tenders

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

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

23 Determination of Responsiveness

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

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

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

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

24 Correction of Errors

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

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

(b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer, there is an obvious typographical error, in which case adjustment will be made to the entry containing that error.
The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and, with concurrence of the tenderer, shall be considered as binding upon the tenderer. If the tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security may be forfeited in accordance with clause 13.

25 **Conversion to Single Currency**

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

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

26 **Evaluation and Comparison of Tenders**

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

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

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

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

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

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

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

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

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

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

28  Notification of Award

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

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

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

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

29  Performance Guarantee

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

29.2 The Performance Security to be provided by the successful tenderer shall be an unconditional Bank Guarantee issued at the tenderer’s option by an established and a reputable Bank approved by the Employer and located in the Republic of Kenya and shall be divided into two elements namely, a performance security payable in foreign currencies (based upon the exchange rates determined in accordance with clause 35.4 of the Conditions of Contract) and a performance security payable in Kenya Shillings. The value of the two securities shall be in the same proportions of foreign and local currencies as requested in the form of foreign currency requirements.
29.3 Failure of the successful tenderer to lodge the required Performance Security shall constitute a breach of Contract and sufficient grounds for the annulment of the award and forfeiture of the Tender Security and any other remedy under the Contract the Employer may award the Contract to the next ranked tenderer.

30 Advance Payment

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

1. CLAUSE 2.1
Change to read “This invitation is through open tendering”

2. OMIT
Clauses 4.3, 5.1 (a), (d), (f), (i), (j), 10.3, 10.4, 11.2, 11.4, 15, 25, 26.6, 30

3. MODIFY CLAUSE 5.1(h)
Form of agreement shall be as the Kenya Building and Civil Engineering Contractors (KABCEC)

4. ADD TO CLAUSE 13.1
Clause is amended to read: Bidder to provide duly completed Tender Securing Declaration Form

5. ADD TO CLAUSE 13.2
Tender security shall be valid for 120 days from the date of tender opening.

6. MODIFY CLAUSE 16.1 AND 17.1
Bidder to submit one set of original (Financial and technical) and one set of copy (Financial and technical) document

7. MODIFY CLAUSE 17.2
The name and address of the Employer’s Representative for the purpose of submission of tenders shall be as per the tender invitation notice.

8. ADD CLAUSE 17.5
17.1 Bidders shall submit their tenders in two separate envelopes clearly marked

   Envelope A (Technical bid) and
   Envelope B (Financial bid)

17.2 The technical bid and the financial quotation shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the candidates. Any such corrections must be initialled by the candidate.

17.2 For each tender the candidates shall prepare the tenders in the number of copies indicated in the special conditions of contract. Each Technical bid and financial tender shall be marked “ORIGINAL” or “COPY” as appropriate. If there are any discrepancies between the original and the copies of the tender, the original shall govern.

17.4 The original and all copies of the Technical bid shall be placed in a sealed envelope clearly marked “TECHNICAL BID”, and the original and all copies of the financial tender in a sealed envelope duly marked “FINANCIAL TENDER”. Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the procuring entities address and other information indicated in the appendix to the instructions to candidates and clearly marked “DO NOT OPEN before 1000 hrs on Tuesday 10th April 2018.”

A-15
17.5 The completed Technical bid and Financial tenders must be delivered at the submission address on or before the time and date of the submission of the tenders indicated in the appendix to the instructions to candidates. Any tenders received later than the closing date for submission of tenders shall be rejected and returned to the candidate unopened. For this purpose the inner envelope containing the technical and financial tenders will bear the address of the candidate submitting the tenders.

17.6 After the deadline for submission of tenders the outer envelope and the technical tenders shall be opened immediately by the opening committee. The financial tenders shall be marked with the candidates number allocated at the time of opening the outer envelope and the technical bids but shall remain sealed and in the custody of a responsible officer of the procuring entity up to the time set for opening it.

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

17.8 The procuring entity will open all technical bids tenders in the presence of tenderers’ representatives who choose to attend, at 1000 hour on Tuesday 10th April 2018. Financial bids for the contractors who qualify technically will be opened in the presence of bidders after completion of technical evaluation.

17.9 The name and address of employer’s representative for the purposes of submission of tender is as stated in the tender invitation notice.

9. ADD TO CLAUSE 20
The tender opening date and time is as per tender invitation notice.

10. MODIFY CLAUSE 29.1
Replace “twenty eight (28)” with twenty one (21). Amount of performance security shall be five per cent (5%)”.

11. ADD TO CLAUSE 29.2
Performance security shall not be divided in two elements and shall be payable in Kenya Shillings Only.

12. ADD TO CLAUSE 24
(i) In the event of a discrepancy between the tender amount as stated in the form of Tender and the corrected tender figure in the Main summary of the Bills of Quantities, the amount as stated in the Form of Tender shall prevail.

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

13. MODIFY CLAUSE 10.5
Clause 47 is not part of the Conditions of Contract Part II.
## STAGE 2 - TECHNICAL EVALUATION

### Appendix to Instructions to tenderer Table 2 - Evaluation Criteria

<table>
<thead>
<tr>
<th>No</th>
<th>Description</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td><strong>PRELIMINARY EVALUATION</strong></td>
<td>Mandatory</td>
</tr>
<tr>
<td>1.</td>
<td>Registration with NCA CATEGORY 5 and above</td>
<td>Mandatory</td>
</tr>
<tr>
<td>2.</td>
<td>Duly completed form of tender (No prices indicated)</td>
<td>Mandatory</td>
</tr>
<tr>
<td>3.</td>
<td>Tender document in the required format (separate financial &amp; technical) and signed &amp; stamped/sealed form of tender</td>
<td>Mandatory</td>
</tr>
<tr>
<td>4.</td>
<td>Site visit certificate</td>
<td>Mandatory</td>
</tr>
<tr>
<td></td>
<td>Class of licenses with relevant statutory bodies e.g Energy Regulatory Commission, Local authorities, water management board e.t.c</td>
<td>Mandatory</td>
</tr>
<tr>
<td>5.</td>
<td>Statutory particulars: copies of certificates of incorporation, TAX compliance certificate and permit and physical location/address in Kenya</td>
<td>Mandatory</td>
</tr>
<tr>
<td>6.</td>
<td>Bidder to provide self-declaration that the tenderer/person shall not engage in corrupt or fraudulent practice</td>
<td>Mandatory</td>
</tr>
<tr>
<td>7.</td>
<td>Bidder to provide self-declaration that the person/tenderer is not debarred in the matter of the Public Procurement and Asset Disposal Act 2015</td>
<td>Mandatory</td>
</tr>
<tr>
<td>8.</td>
<td>Attach copy of Access to Government Procurement Opportunities (AGPO)</td>
<td>Mandatory</td>
</tr>
<tr>
<td>9.</td>
<td><strong>COMPLIANCE WITH TECHNICAL SPECIFICATIONS</strong></td>
<td>Mandatory</td>
</tr>
</tbody>
</table>

In this section, the bid will be analyzed to determine compliance with General and Particular technical specifications for the works as indicated in the tender document.

The tenderer shall fill in the Technical Schedule as specified in the tender document for Equipment and Items indicating the Country of Origin, Model/Make/Manufacturer of the Item/Equipment they propose to supply.

Where the Equipment proposed by the tenderer differs with the models/equivalent specified in the tender document, it is mandatory that the brochures/catalogues of the same be submitted with the tender document highlighting the catalogues Numbers of the proposed items. Such brochures/catalogues should indicate comprehensive relevant data of the proposed equipment/items which should include but not limited to the following:

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

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

TECHNICAL EVALUATION

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>10.</td>
<td>General experience of the contractor including; No. of years in the business, capacity in terms of physical and human resources, e.t.c attach a company profile. At least one of the directors of the company must have a minimum of Diploma in relevant field.</td>
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<td>15</td>
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<td>11.</td>
<td>Specific experience- Evidence of experience in works of a similar nature Attach evidence. Include names of clients, volume of business, addresses and telephone of contact persons. At least 3 similar contracts. Details of ongoing projects of similar nature</td>
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<td></td>
<td>25</td>
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<td>12.</td>
<td>Proof of financial stability. Provide a complete set of audited accounts for the immediate last three years and reference from bankers. Credit period. <strong>NB/ The specific criteria to aid in the commercial evaluation is shown below as 2B herein below</strong></td>
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<td>13.</td>
<td>The qualifications and experience of key personnel proposed for administration and execution of the contract, both on and off site, an undertaking that they shall be available for the Contract and a site organization chart. At least 1 No. Certificate holder in relevant engineering field</td>
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<td></td>
<td>20</td>
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<td>14.</td>
<td>Major items of equipment proposed for use in carrying out the works. Only reliable equipment in good working order and suitable for the work required of it shall be shown on this schedule. The tenderer will also indicate on this schedule when each item will be available on the Works.</td>
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<tr>
<td>15.</td>
<td>Delivery period, adequacy of proposed work plan and a reasonable draft Program of Works in the form of a gantt chart and Schedule of Payments. Formulae for awarding scores of delivery period is contained herein as <strong>shortest period x 10 Bid</strong></td>
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<td>10</td>
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<td>TOTAL</td>
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</tbody>
</table>

**Bidder must score 70% to qualify for financial evaluation.**

Information provided by bidder may be subjected to confirmation by Kenya Ferry services.
ANNEX 2B
SCORING CRITERIA FOR COMMERCIAL EVALUATION BASED ON MOST CURRENT AUDITED ACCOUNTS
<table>
<thead>
<tr>
<th>NO.</th>
<th>FINANCIAL RATIO</th>
<th>FORMULA</th>
<th>INDUSTRY AVERAGE</th>
<th>SCORE</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Ratios</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>1</td>
<td>Current Current Ratio</td>
<td>Current Assets Current Liabilities</td>
<td>Meets Industry average ...1 Fails to meet .....................0</td>
<td>2.1</td>
</tr>
<tr>
<td>2</td>
<td>Quick (acid-test) ratio</td>
<td>Current assets – Inventory Current Liabilities</td>
<td>Meets Industry average ...2 Fails to meet .....................0</td>
<td>1.1</td>
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<tr>
<td>B</td>
<td>Activity Inventory Turnover</td>
<td>Cost of goods sold Inventory</td>
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<td>3</td>
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<td></td>
<td>Meets.........................1 Does not meet....................0</td>
<td>6.6</td>
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<tr>
<td>4</td>
<td>Average collection period</td>
<td>Accounts Receivable Average sales per day</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Meets.........................1 Does not meet....................0</td>
<td>44.3</td>
</tr>
<tr>
<td>5</td>
<td>Average payment period</td>
<td>Accounts Payable Average Purchases per day</td>
<td></td>
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<td></td>
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<td>Meets.........................1 Does not meet....................0</td>
<td>66.5</td>
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<tr>
<td>6</td>
<td>Total Asset Turnover</td>
<td>Sales Total Sales</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Meets.........................1 Does not meet....................0</td>
<td>0.75</td>
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<tr>
<td>C</td>
<td>Debt</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Debt Ratio</td>
<td>Total Liabilities Total Assets</td>
<td></td>
<td></td>
</tr>
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<td></td>
<td></td>
<td></td>
<td>Meets.........................1 Does not meet....................0</td>
<td>40.0</td>
</tr>
<tr>
<td>8</td>
<td>Time Interest earned ratio</td>
<td>Earnings before interest and taxes Interest</td>
<td></td>
<td></td>
</tr>
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<td></td>
<td></td>
<td></td>
<td>Meets.........................1 Does not meet....................0</td>
<td>4.3</td>
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<tr>
<td>9</td>
<td>Fixed payment coverage</td>
<td>Earnings before interest and taxes + Lease Payments Int. + Lease Pay + (Print. + pref div.) x (1/(1-T))</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Meets.........................1 Does not meet....................0</td>
<td>1.5</td>
</tr>
<tr>
<td>10</td>
<td>Gross Profit Margin</td>
<td>Gross Profits Sales</td>
<td></td>
<td></td>
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<tr>
<td>11</td>
<td>Operating Profit Margin</td>
<td>Operating Profits Sales</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Net Profit Margin</td>
<td>Earnings Available for Common Stockholders Sales</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Earnings per share (EPS)</td>
<td>Earnings available for common stockholders common stock outstanding</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Return on total assets</td>
<td>Earnings available for common stockholders Common Stock Equity</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL** 15
STAGE 3 - FINANCIAL EVALUATION

<table>
<thead>
<tr>
<th>FINANCIAL EVALUATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tender security 1%</td>
</tr>
<tr>
<td>70% technical score</td>
</tr>
<tr>
<td>Duly completed and signed /stamped form of tender</td>
</tr>
</tbody>
</table>

The evaluation shall be in two sections
1. Preliminary examinations and
2. Tender sum Comparisons

A) PRELIMINARY EXAMINATIONS

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

The parameter to be considered under this section includes the following:
   a) Arithmetic errors and comparison of rates

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

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

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

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

(2) Comparison of rates
The evaluation committee will compare rates from different bidders and note consistency of rates and front loading. The evaluation committee will judge and make an appropriate decision giving evidence.

B) TENDER SUMS COMPARISONS
In this section, tender sums will be compared to the average of all sums for bidders who have qualified from STAGE 3A and score awarded to a maximum of 30 as shown below.

1 Preliminary Average
   i. The tender sums of various binders, who qualify at STAGE 3A and the engineer’s estimates, shall be reduced by omitting PC sums, provisional sums and contingency from the respectful amounts. The average of the adjusted tender sums so obtained shall be calculated.

   ii. Any tenderer whose tender percentage deviation is 20% higher or lower than the average obtained above, will be deemed to be unreasonably high or low and shall not be included in determining the mean in table 3. However their bids will still be evaluated further. The Engineer’s estimate will also be subjected to the same treatment.

   A-22
2. Working mean

The detailed scoring plan shall be as shown in table 3 below:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Max. score</th>
</tr>
</thead>
</table>
| i    | Tender Sums: (The tender sums of binders, who qualify at STAGE 3A and the engineer's estimates, shall be reduced by omitting PC sums, provisional sums and contingency from the respectful amounts. The average of the adjusted tender sums so obtained shall be calculated. The deviation of the reduced amounts in respect of each bidder from the average shall then be worked out as a percentage of the average (Rounded off to one (1) decimal point) and scores allocated as follows :-)

  - Deviation of between 0% and 1%  
  - Deviation of between 1.1% and 2%  
  - Deviation of between 2.1% and 3%  
  - Deviation of between 3.1% and 4%  
  - Deviation of between 4.1% and 5%  
  - Deviation of between 5.1% and 6%  
  - Deviation of between 6.1% and 7%  
  - Deviation of between 7.1% and 8%  
  - Deviation of between 8.1% and 9%  
  - Deviation of between 9.1% and 10%  
  - Deviation of between 10.1% and 11%  
  - Deviation of between 11.1% and 12%  
  - Deviation of between 12.1% and 13%  
  - Deviation of between 13.1% and 14%  
  - Deviation of between 14.1% and 15%  
  - Deviation of between 15.1% and 16%  
  - Deviation of between 16.1% and 17%  
  - Deviation of between 17.1% and 18%  
  - Deviation of between 18.1% and 19%  
  - Deviation of between 19.1% and 20%  
  - Deviation of 20.1% and above

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The Tender sum score will be carried forward to STAGE 4.
C) FINANCIAL SCORE

The financial score (Fs) will be determined by comparing tender sums from all responsive bidders using the formulae below. The financial score will be allocated a maximum of 20%.

\[ Fs = 20 \times \frac{Fm}{F} \]

Where Fs is the financial score, Fm is the lowest priced responsive financial bid and F is the price of the bid under consideration.

STAGE 4 - FINAL SCORE

The total score will be combined sums of Technical, Tender Sums Comparison and Financial marks as below:

Technical (Ts) + Tender Sums Comparison (TSC) + Financial (Fs) = Ts + TSC + Fs

RECOMMENDATION

The lowest responsive bidder whose score is 70% and above shall be recommended for award.
SECTION B:

CONDITIONS OF CONTRACT

AND

SUB-CONTRACT AGREEMENT
## PART I

### CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. Definitions

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

“Bills of Quantities” means the priced and completed Bill of Quantities forming part of the tender [where applicable].

“Schedule of Rates” means the priced Schedule of Rates forming part of the tender [where applicable].

“The Completion Date” means the date of completion of the Works as certified by the Employer’s Representative.

“The Contract” means the agreement entered into by the Employer and the Contractor as recorded in the Agreement Form and signed by the parties.

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

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

“The Contract Price” is the price stated in the Letter of Acceptance.

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

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

“The Defects Liability Certificate” is the certificate issued by Employer’s Representative upon correction of defects by the Contractor.

“The Defects Liability Period” is the period named in the Appendix to Conditions of Contract and calculated from the Completion Date.

“Drawings” include calculations and other information provided or approved by the Employer’s Representative for the execution of the Contract.

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

“Site” means the place or places where the permanent Works are to be carried out including workshops where the same is being prepared.

“Materials” are all supplies, including consumables, used by the Contractor for incorporation in the Works.
“Employer’s Representative” is the person appointed by the Employer and notified to the Contractor for the purpose of supervision of the Works.

“Specification” means the Specification of the Works included in the Contract.

“Start Date” is the date when the Contractor shall commence execution of the Works.

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

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

“A Variation” is an instruction given by the Employer’s Representative which varies the Works.

“The Works” are what the Contract requires the Contractor to construct, install, and turnover to the Employer.

2. Contract Documents

2.1 The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority:

(1) Agreement,
(2) Letter of Acceptance,
(3) Contractor’s Tender,
(4) Conditions of Contract,
(5) Specifications,
(6) Drawings,
(7) Bills of Quantities or Schedule of Rates [whichever is applicable]

3. Employer’s Representative’s Decisions

3.1 Except where otherwise specifically stated, the Employer’s Representative will decide contractual matters between the Employer and the Contractor in the role representing the Employer.
4. **Works, Language and Law of Contract**

4.1 The Contractor shall construct and install the Works in accordance with the Contract documents. The Works may commence on the Start Date and shall be carried out in accordance with the Programme submitted by the Contractor, as updated with the approval of the Employer’s Representative, and complete them by the Intended Completion Date.

4.2 The ruling language of the Contract shall be English language and the law governing the Contract shall be the law of the Republic of Kenya.

5. **Safety, Temporary works and Discoveries**

5.1 The Contractor shall be responsible for design of temporary works and shall obtain approval of third parties to the design of the temporary works where required.

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

5.3 Any thing of historical or other interest or significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Employer’s Representative of such discoveries and carry out the Employer’s Representative’s instructions for dealing with them.

6. **Work Programme and Sub-contracting**

6.1 Within seven days after Site possession date, the Contractor shall submit to the Employer’s Representative for approval a programme showing the general methods, arrangements, order and timing for all the activities in the Works.

6.2 The Contractor may sub-contract the Works (but only to a maximum of 25 percent of the Contract Price) with the approval of the Employer’s Representative. However, he shall not assign the Contract without the approval of the Employer in writing. Sub-contracting shall not alter the Contractor’s obligations.
7. The site

7.1 The Employer shall give possession of all parts of the Site to the Contractor.

7.2 The Contractor shall allow the Employer’s Representative and any other person authorised by the Employer’s Representative 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.

8. Instructions

8.1 The Contractor shall carry out all instructions of the Employer’s Representative which are in accordance with the Contract.

9. Extension of Completion Date

9.1 The Employer’s Representative shall extend the Completion Date if an occurrence arises which makes it impossible for completion to be achieved by the Intended Completion Date. The Employer’s Representative shall decide whether and by how much to extend the Completion Date.

9.2 For the purposes of this Clause, the following occurrences shall be valid for consideration:

Delay by:-

(a) force majeure, or

(b) reason of any exceptionally adverse weather conditions, or

(c) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works, or

(d) reason of the Employer’s Representative’s instructions issued under these Conditions, or

(e) reason of the contractor not having received in due time necessary instructions, drawings, details or levels from the Employer’s Representative for which he specifically applied in writing on a date which having regard to the date for Completion stated in the appendix to these Conditions or to any extension of time then fixed under this Clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same, or
delay on the part of artists, tradesmen or others engaged by the Employer in executing work not forming part of this Contract, or

reason of delay by statutory or other services providers or similar bodies engaged directly by the Employer, or

reason of opening up for inspection of any Work covered up or of the testing or any of the Work, materials or goods in accordance with these conditions unless the inspection or test showed that the Work, materials or goods were not in accordance with this Contract, or

reason of delay in appointing a replacement Employer’s Representative, or

reason of delay caused by the late supply of goods or materials or in executing Work for which the Employer or his agents are contractually obliged to supply or to execute as the case may be, or

delay in receiving possession of or access to the Site.

10. Management Meetings

10.1 A Contract management meeting shall be held regularly and attended by the Employer’s Representative and the Contractor. Its business shall be to review the plans for the remaining Work. The Employer’s Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and the Employer. The responsibility of the parties for actions to be taken shall be decided by the Employer’s Representative either at the management meeting or after the management meeting and stated in writing to all who attend the meeting.

10.2 Communication between parties shall be effective only when in writing.

11. Defects

11.1 The Employer’s Representative shall inspect the Contractor’s work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor’s responsibilities. The Employer’s Representative may instruct the Contractor to search for a defect and to uncover and test any Work that the Employer’s Representative considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor. However, if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.
11.2 The Employer’s Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract.

11.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Employer’s Representative’s notice. If the Contractor has not corrected a defect within the time specified in the Employer’s Representative’s notice, the Employer’s Representative will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

12. Bills of Quantities/Schedule of Rates

12.1 The Bills of Quantities/Schedule of Rates shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rates in the Bills of Quantities/Schedule of Rates for each item. Items against which no rate is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the rates for other items in the Bills of Quantities/Schedule of Rates.

12.2 Where Bills of Quantities do not form part of the Contract, the Contract Price shall be a lump sum (which shall be deemed to have been based on the rates in the Schedule of Rates forming part of the tender) and shall be subject to re-measurement after each stage.

13. Variations

13.1 The Contractor shall provide the Employer’s Representative with a quotation for carrying out the variations when requested to do so. The Employer’s Representative shall assess the quotation and shall obtain the necessary authority from the Employer before the variation is ordered.

13.2 If the Work in the variation corresponds with an item description in the Bill of Quantities/Schedule of Rates, the rate in the Bill of Quantities/Schedule of Rates shall be used to calculate the value of the variation. If the nature of the Work in the variation does not correspond with items in the Bill of Quantities/Schedule of Rates, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.

13.3 If the Contractor’s quotation is unreasonable, the Employer’s Representative may order the variation and make a change to the Contract Price, which shall be based on the Employer’s Representative’s own forecast of the effects of the variation on the Contractor’s costs.
14. Payment Certificates and Final Account

14.1 The Contractor shall be paid after each of the following stages of Work listed herebelow (subject to re-measurement by the Employer’s Representative of the Work done in each stage before payment is made). In case of lump-sum Contracts, the valuation for each stage shall be based on the quantities so obtained in the re-measurement and the rates in the Schedule of Rates.

(i) Advance payment  NIL (percent of Contract Price, [ after Contract execution] to be inserted by the Employer).

(ii) First stage (define stage)  AS PER PROGRESS

(iii) Second stage (define stage)  AS PER PROGRESS

(iv) Third stage (define stage)  AS PER PROGRESS

(v) After defects liability period.

14.2 Upon deciding that Works included in a particular stage are complete, the Contractor shall submit to the Employer’s Representative his application for payment. The Employer’s Representative shall check, adjust if necessary and certify the amount to be paid to the Contractor within 21 days of receipt of the Contractor’s application. The Employer shall pay the Contractor the amounts so certified within 30 days of the date of issue of each Interim Certificate.

14.3 The Contractor shall supply the Employer’s Representative with a detailed final account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer’s Representative shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor’s account if it is correct and complete. If it is not, the Employer’s Representative shall issue within 21 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 Employer’s Representative shall decide on the amount payable to the Contractor and issue a Final Payment Certificate. The Employer shall pay the Contractor the amount so certified within 60 days of the issue of the Final Payment Certificate.

14.4 There will be no interest on delayed payments.
15. Insurance

15.1 The Contractor shall be responsible for and shall take out appropriate cover against, among other risks, personal injury; loss of or damage to the Works, materials and plant; and loss of or damage to property.

16. Liquidated Damages

16.1 The Contractor shall pay liquidated damages to the Employer at the rate 0.001 per cent of the Contract price per day for each day that the actual Completion Date is later than the Intended Completion Date except in the case of any of the occurrences listed under Clause 9.2. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.

17. Completion and Taking Over

17.1 Upon deciding that the Work is complete the Contractor shall request the Employer’s Representative to issue a Certificate of Completion of the Works, upon deciding that the Work is completed.

The Employer shall take over the Site and the Works within seven days of the Employer’s Representative issuing a Certificate of Completion.

18. Termination

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

(a) the Contractor stops Work for 30 days continuously without reasonable cause or authority from the Employer’s Representative;

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

(c) a payment certified by the Employer’s Representative is not paid by the Employer to the Contractor within 30 days after the expiry of the payment periods stated in Sub-Clauses 14.2 and 14.3 hereabove.

(d) the Employer’s Representative 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.
18.2 If the Contract is terminated, the Contractor shall stop Work immediately, and leave the Site as soon as reasonably possible. The Employer’s Representative shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site.

19. Payment Upon Termination

19.1 The Employer may employ and pay other persons to carry out and complete the Works and to rectify any defects and may enter upon the Works and use all materials on Site, plant, equipment and temporary works.

19.2 The Contractor shall, during the execution or after the completion of the Works under this Clause, remove from the Site as and when required within such reasonable time as the Employer’s Representative may in writing specify, any temporary buildings, plant, machinery, appliances, goods or materials belonging to him, and in default thereof, the Employer may (without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.

19.3 Until after completion of the Works under this Clause, the Employer shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefore the Employer’s Representative shall certify the amount of expenses properly incurred by the Employer and, if such amount added to the money paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract, the difference shall be a debt payable to the Employer by the Contractor; and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

20. Corrupt Gifts and Payments of Commission

20.1 The Contractor shall not:

(a) Offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or forbear to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract with the Employer.

(b) Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the Laws of Kenya.
21. Settlement of Disputes

21.1 Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.
APPENDIX TO CONDITIONS OF CONTRACT- APPLICABLE TO SUB-CONTRACT

The Employer is: Kenya Ferry Services Ltd

Address: P.O. Box 96242-80110 MOMBASA

Name of Employer’s Representative: Project Architect, Mssrs Dama Services Ltd

Address: P.O. Box 9656 - 00100 NAIROBI

The name (and identification number) of the Contract is Proposed Construction of a warehouse at Mombasa.

The Works consist of Supply, installation, testing and commissioning of Overhead Crane installation works

The Start Date shall be as stated in the Letter of Acceptance

The Intended Completion Date for the whole of the Works shall be as per the Sub-Contract Agreement (KABCEC).

The following documents also form part of the Contract:

1. Agreement- Agreement as per the Sub-Contract Agreement (KABCEC) signed between the Main Contractor and Sub-Contractor

2. Letter of Acceptance- Letter addressed to the Main Contractor by the Project Manager instructing the Main Contractor to enter into Sub-Contract Agreement with the nominated Sub-Contractor

3. Contractors Tender- The completed tendering document submitted by the Sub-Contractor to the employer

4. Conditions of Contract- Refers to the Conditions of Contract in the main works and conditions of Sub-Contract as described in the Sub-Contract Agreement (KABCEC)

5. Specifications- Specifications of Sub-Contract works as described in this document

6. Drawings- Drawings as described in this document

7. Bills of quantities/Schedule of Unit Rates- As described in this document
The Site Possession Date shall be **as per the Sub-Contract Agreement (KABCEC)**.

The Site is located at **Kenya Ferry Premises-Mombasa**

The Defects Liability Period is **6 Months from practical completion date**.

Amount of Tender Security is **Kshs 200,000/=**

The name and Address of the Employer’s representative for the purposes of submission of tenders is **As stated in the tender invitation notice**.

The tender opening date and time is **as per tender invitation notice**

The amount of performance security is **Five percent** bank guarantee of the Tender Sum.

Liquidated and Ascertained damages: **at the rate Kshs. 20,000/= per week or part thereof**.

Period of honouring certificate: **30 days**

Percentage of certified value retained: **10%**

Limit of certified value retained: **5%**
SECTION C

SUB-CONTRACT PRELIMINARIES

AND

GENERAL CONDITIONS
### CONTRACT PRELIMINARIES AND GENERAL CONDITIONS

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SECTION C

SUB-CONTRACT PRELIMINARIES AND GENERAL CONDITIONS

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

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

Work detailed in the Specification and in the Contract Drawings.

The Republic of Kenya Document “General Conditions of Contract for Electrical and Mechanical Works”.

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

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

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

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

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

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

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

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

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

   i) **Employer:** The term “Employer” shall mean The Managing Director, Kenya Ferry Services

   ii) **Architect:** The term “Architect” shall mean Dama Services Ltd,

   iii) **Quantity Surveyor:** The term “Quantity Surveyor” shall mean Dama Services Ltd.

   iv) **Civil/Structural Engineers:** The term “Civil/Structural Engineers” shall mean Inticom Ltd

   v) **Engineer:** The term “Engineer” shall mean Alf & Associates Ltd

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

   **Sub-contractor:** The term “Sub-contractor” shall mean the persons or person, firm or Company whose tender for this work has been accepted, and who has entered into a contract agreement with the Contractor for the execution of the Sub-contract Works, and shall include his or their heirs, executors, administrators, assigns, successors and duly appointed representatives.
viii) **Sub-contract Works:** The term “Sub-contract Works” shall mean all or any portion of the work, materials and articles, whether the same are being manufactured or prepared, which are to be used in the execution of this Sub-contract and whether the same may be on site or not.

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

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

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

xii) **Abbreviations:**
- CM shall mean Cubic Metre
- SM shall mean Square Metre
- LM shall mean Linear Metre
- LS shall mean Lump Sum
- mm shall mean Millimetres
- No. Shall mean Number
- Kg. shall mean Kilogramme
- KEBS or KS shall mean Kenya Bureau of Standards
- “Ditto” shall mean the whole of the preceding description in which it occurs. Where it occurs in description of succeeding item it shall mean the same as in the first description of the series in which it occurs except as qualified in the description concerned. Where it occurs in brackets it shall mean the whole of the preceding description which is contained within the appropriate brackets.

1.06 **Site Location**
The site of the Contract Works is situated at within Mombasa County, at Kenya ferry services headquarters, Likoni. The tenderer is recommended to visit the site and shall be deemed to have satisfied himself with regard to access, possible conditions, the risk of injury or damage to property on/or adjacent to the site, and the conditions under which the sub-contract Works shall have to be carried out and no claims for extras will be considered on account of lack of knowledge in this respect.
1.07 **Duration of Sub-Contract**
   The Contractor shall be required to phase his work in accordance with the Main contractor’s programme (or its revision).

1.08 **Scope of Contract Works**
   The contractor shall supply, deliver, unload, hoist, fix, test, commission and hand-over in satisfactory working order the complete installations specified hereinafter and/or as shown on the Contract Drawings attached hereto, including the provision of labour, transport and plant for unloading material and storage, and handling into position and fixing, also the supply of ladders, scaffolding the other mechanical devices to plant, installation, painting, testing, setting to work, the removal from site from time to time of all superfluous material and rubbish caused by the works.
   The contractor shall supply all accessories, whether of items or equipment supplied by the Sub-Contractor but to be fixed and commissioned under this contract.

1.09 **Extent of the Sub-contractor’s Duties**
   At the commencement of the works, the contractor shall investigate and report to the Engineer if all materials and equipment to be used in the work and not specified as supplied by the others are available locally. If these materials and equipment are not available locally, the contractor shall at this stage place orders for the materials in question and copy the orders to the Engineer. Failure to do so shall in no way relieve the contractor from supplying the specified materials and equipment in time.
   Materials supplied by others for installation and/or connection by the Contractor shall be carefully examined in the presence of the supplier Before installation and connection. Any defects noted shall immediately be Reported to the Engineer.
   The contractor shall be responsible for verifying all dimensions relative to his work by actual measurements taken on site.
   The Contractor shall mark accurately on one set of drawings and Indicate all alterations and/or modifications carried out to the designed System during the construction period. This information must be made available on site for inspection by the Engineer.

1.10 **Execution of the Works**
   The works shall be carried out strictly in accordance with:
   a) All relevant Kenya Bureau of Standards Specifications.
   b) All relevant British Standard Specifications and Codes Of Practice (hereinafter referred to B.S. and C.P. respectively).
   c) General specifications of materials and works Section D of this document

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e) The Bye-laws of the Local Authority.

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

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

1.11 **Validity of Tender**

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

1.12 **Firm – Price Contract**

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

1.13 **Variation**

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

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

Where the Architect requires additional work to be performed, the Sub-contractor, if he considers it necessary, will give notice within seven (7) days to the Main Contractor of the length of time he (the Sub-contractor) requires over and above that allotted for completion of the Contract.
If the Sub-contractor fails to give such notice he will be deemed responsible for the claims arising from the delay occasioned by reason of such extension of time.

1.14 **Prime Cost and Provisional Sums**

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

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

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

1.15 **Bond**

The tenderer must submit with his tender the name of one Surety who must be an established Bank only who will be willing to be bound to the Government for an amount equal to 7½ % of the Contract amount as Clause 28 of the Conditions of Contract.

1.16 **Government Legislation and Regulations**

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

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

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

1.17 **Import Duty and Value Added Tax**

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

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

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

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

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

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

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

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

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

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

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

1.21 Samples and Materials Generally

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

1.22 Administrative Procedure and Contractual Responsibility

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

1.23 Bills of Quantities

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

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

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

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

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

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

1.25 **Builder’s Work**

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

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

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

1.26 **Structural Provision for the Works**

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

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

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

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

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

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

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

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

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

1.28 **Checking of Work**

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

1.29 **Setting to Work and Regulating System**

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

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

It will be deemed that the Contractor has included in the Contract Sum for the costs of all fuel, power, water and the like, for testing and commissioning as required as part of the Contract Works. He shall submit for approval to the Engineer a suitable programme for testing and commissioning. The Engineer and Employer shall be given ample warning in writing, as to the date on which testing and commissioning will take place.
The Contractor shall commission the Contract Works and provide attendance during the commissioning of all services, plant and apparatus connected under the Contract Agreement or other Sub-contract Agreements, related to the project.

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

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

1.30 **Identification of Plant Components**

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

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

1.31 **Contract Drawings**

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

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

1.32 **Working Drawings**

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

If the Contractor requires any further instructions, details, Contract Drawings or information drawings to enable him to prepare his Working Drawings or proposals, the Contractor shall accept at his own cost, the risk that any work, commenced or which he intends to commence at site may be rejected.
The Engineer, in giving his approval to the Working Drawings, will presume that any necessary action has been, or shall be taken by the Contractor to ensure that the installations shown on the Working Drawings have been cleared with the Project Manager and any other Sub-contractors whose installations and works might be affected.

If the Contractor submits his Working Drawings to the Engineer without first liaising and obtaining clearance for his installations from the Project Manager and other Sub-contractors whose installations and works might be affected, then he shall be liable to pay for any alterations or modification to his own, or other Sub-contractor’s installations and works, which are incurred, notwithstanding any technical or other approval received from the Engineer. Working Drawings to be prepared by the Contractor shall include but not be restricted to the following:

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

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

Schematic Layout Drawings of services and of control equipment.

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

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

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

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

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

Approved Working Drawings shall not be departed from except as may be approved or directed by the Engineer.
Approval by the Engineer of Working Drawings shall neither relieve the Contractor of any of his obligations under the Sub-contract nor relieve him from correcting any errors found subsequently in the Approved Working Drawings or other Working Drawings and in the Sub-contract Works on site or elsewhere associated therewith.

The Contractor shall ensure that the Working Drawings are submitted to the Engineer for approval at a time not unreasonably close to the date when such approval is required. Late submission of his Working Drawings will not relieve the Contractor of his obligation to complete the Contract Works within the agreed Contract Period and in a manner that would receive the approval of the Engineer.

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

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

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

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

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

Fully dimensioned drawings of all plant and apparatus.

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

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

Relay adjustment charts and manuals.

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

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

Grading Charts.

Valve schedules and locations suitability cross-referenced.
Wiring and piping diagrams of plant and apparatus. Schematic diagrams of individual plant, apparatus and switch and control boards. These diagrams to include those peculiar to individual plant or apparatus and also those applicable to system operation as a whole.

Operating Instruction
Schematic and wiring diagrams shall not be manufacturer’s multipurpose general issue drawings. They shall be prepared specially for the Contract Works and shall contain no spurious or irrelevant information.
Marked-up drawings of the installation of the Contract Works shall be kept to date and completed by the date of practical or section completion. Two copies of the Record Drawings of Contract Works and two sets of the relay adjustment and grading charts and schematic diagrams on stiff backing shall be provided not later than one month later.
The Contractor shall supply for fixing in sub-stations, switch-rooms, boiler houses, plant rooms, pump houses, the office of the Maintenance Engineer and other places, suitable valve and instructions charts, schematic diagrams of instrumentation and of the electrical reticulation as may be requested by the Engineer providing that the charts, diagrams, etc., relate to installations forming part of the Contract Works. All such charts and diagrams shall be of suitable plastic material on a stiff backing and must be approved by the Engineer before final printing. Notwithstanding the Contractor’s obligations referred to above, if the Contractor fails to produce to the Engineer’s approval, either:-
The Marked-up Drawings during the execution of the Contract Works or
The Record Drawings, etc., within one month of the Section or Practical Completion
The Engineer shall have these drawings produced by others. The cost of obtaining the necessary information and preparing such drawings, etc., will be recovered from the Contractor.

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

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

There shall be a separate volume dealing with Air Conditioning and Mechanical Ventilation installation where such installations are included in the Contract Works.
The manual shall contain full operating and maintenance instructions for each item of equipment, plant and apparatus set out in a form dealing systematically with each system. It shall include as may be applicable to the Contract Works the following and any other items listed in the text of the Specifications:

System Description.

Plant
Valve Operation
Switch Operation
Procedure of Fault Finding
Emergency Procedures
Lubrication Requirements
Maintenance and Servicing Periods and Procedures
Colour Coding Legend for all Services
Schematic and Writing Diagrams of Plant and Apparatus
Record Drawings, true to scale, folded to International A4 size
Lists of Primary and Secondary Spares.

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

1.35 **Hand-over**
The Contract Works shall be considered complete and the Maintenance and Defects Liability Period shall commence only when the Contract Works and supporting services have been tested, commissioned and operated to the satisfaction of the Engineer and officially approved and accepted by the Employer.
The procedure to be followed will be as follows:
On the completion of the Contract Works to the satisfaction of the Engineer and the Employer, the Contractor shall request the Engineer, at site to arrange for handing over.

The Engineer shall arrange a Hand-over Meeting or a series thereof, at site.
The Contractor shall arrange with the Engineer and Employer for a complete demonstration of each and every service to be carried out and for instruction to be given to the relevant operation staff and other representatives of the Employer. In the presence of the Employer and the Engineer, Hand-over will take place, subject to Agreement of the Hand-over Certificates and associated check lists.

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

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

1.38 **Testing and Inspection – Manufactured Plant**
The Engineer reserves the right to inspect and test or witness of all manufactured plant equipment and materials.

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

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

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

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

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

1.39 **Testing and Inspection - Installation**

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

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

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

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

1.41 **Storage of Materials**

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

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

1.42 **Initial Maintenance**

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

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

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

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

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

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The terms of any such agreement shall not be less beneficial to the employer than the terms of Agreements for either similar installation. The Contractor shall submit with his tender for the works, where called upon a firm quotation for the maintenance and service of the installation as specified herein, which shall be based upon the present day costs and may be varied only to take into account increases in material and labour unit rate costs between the time of tendering and the signing of the formal maintenance and service agreement and which shall remain valid and open for acceptance by the Employer to and including the last day of the fifth complete calendar month following the end of the liability for Defects Period.

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

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

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

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

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

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

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

- **Statement A** - detailing the tender amounts less the Prime Cost and Provisional Sums, included therein.
- **Statement B** - detailing all the variation orders issued on the contract.
- **Statement C** - summarizing statement A and B giving the net grand total due to the Contractor for the execution of the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.60. **Local and other Authorities notices and fees**
The contractor shall comply with and give all notices required by any Regulations, Act or by Law of any Local Authority or of any Public Service, Company or Authority who have any jurisdiction with regard to the works or with those systems the same are or will be connected and he shall pay and indemnify the Government against any fees or charges legally demandable under any regulation or by-law in respect of the works; provided that the said fees and charges if not expressly included in the contract sum or stated by way of provisional sum shall be added to the contract sum.
The contractor before making any variation from the contract drawings or specification necessitated by such compliance shall give the Project Manager written notice specifying and giving the reason for such variation and applying for instructions in reference thereto. If the contractor within seven days of having applied for the same does not receive such instructions, he shall proceed with the works in conforming to the provision regulation or by-law in question and any variation thereby necessitated shall be deemed to be a variation in accordance to the conditions of contract.

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

1.62 **Partial Completion**
If the Government shall take over any part or parts works, apparatus, equipment etc. then within seven days from the date on which the Government shall have taken possession of the relevant part, the Project Manager shall issue a Certificate stating his estimate of the approximate total value of the works which shall be the total value of that part and practical completion of the relevant part shall be deemed to have occurred, and the Defects Liability Period in respect of the relevant part be deemed to have commenced on the date Government shall have taken possession thereof.
The contractor shall make good any defects or other faults in the relevant part that had been deemed complete.
The contractor shall reduce the value of insurance by the full value of the relevant part.
The contractor shall be paid for the part of works taken possession by the Government.

1.63 **Temporary Works**
Where temporal works shall be deemed necessary, such as Temporary lighting, the contractor shall take precaution to prevent damage to such works.
The contractor shall include for the cost of and make necessary arrangements with the Project Manager for such temporary works. For temporary lighting, electricity shall be metered and paid for by the contract.

1.64. **Patent Rights**
The contractor shall fully indemnify the Government of Kenya; against any action, claim or proceeding relating to infringement of any patent or design rights, and pay any royalties which may be payable in respect of any article or any part thereof, which shall have been supplied by the contractor to the Project Manager. In like manner the Government of Kenya shall fully indemnify the contractor against any such action, claim or proceedings for infringement under the works, the design thereof of which shall have been supplied by the Project Manager to the contractor, but this indemnify shall apply to the works only, and any permission or request to manufacture to the order of the Project Manager shall not relieve the contractor from liability should he manufacture for supply to other buyers.
1.65 **Mobilization and Demobilization**
The contractor shall mobilize labour plant and equipment to site according to his programme and schedule of work. He shall ensure optimum presence and utilization of labour, plant and equipment. He should not pay and maintain unnecessary labour force or maintain and service idle plant and equipment. Where necessary he shall demobilize and mobilize the labour, plant and equipment, as he deems fit to ensure optimum progress of the works and this shall be considered to be a continuous process as works progress. He shall make provision for this item in his tender. No claim will be entertained where the contractor has not made any provision for mobilization and demobilization of labour, plant and equipment in the preliminary bills of quantities or elsewhere in this tender.

1.66 **Extended Preliminaries**
Where it shall be necessary to extend the contract period by the Project manager the contractor shall still ensure availability on site, optimum labour, materials, plant and equipment. The contractor shall make provision for extended preliminaries, should the contract period be extended and this shall be in a form of a percentage of the total Contractor works. Where called upon in the Appendix to these Preliminaries the Contractor shall insert his percentage per month for extended preliminaries that shall form basis for compensation.

Lack of inserting the percentage shall mean that the sub-contractor has provided for this requirement elsewhere in the Bills of Quantities.

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

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

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

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

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

1. OMIT CLAUSE 1.12
   This is not a firm price contract

2. MODIFY CLAUSE 1.15
   Amount of performance security will be Five per cent (5%)

3. ADD TO CLAUSE 1.17
   Prices quoted shall include 16% VAT. In accordance with Government policy, the 16% VAT and 3% Withholding Tax shall be deducted from all payments made to the sub-contractor, and the same shall subsequently be forwarded to the Kenya Revenue Authority (KRA).

4. ADD TO CLAUSE 1.40
   There are no labour camps.

5. ADD TO CLAUSE 1.66
   The amount or percentage that may be inserted in the bills of quantities for this item should not exceed the anticipated Liquidated damages amount for the same period.
SECTION D

GENERAL MECHANICAL SPECIFICATIONS
GENERAL MECHANICAL SPECIFICATION

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

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

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

Materials and apparatus required for the complete installation as called for by the Sub-Contractor shall be carefully examined on receipt and stored. Should any defects be noted, the Sub-Contractor shall immediately notify the Engineer.

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

2.3 Regulations and Standards
The Sub-Contract works shall comply with the current editions of the following:-

(a) The Kenya Government Regulations.
(b) The United Kingdom Institution of Electrical Engineering Regulations for the electrical equipment of buildings.
(c) The United Kingdom Chartered Institution of Building Services Guides.
(d) The Kenya Bureau of Standards Specifications.
(e) British Standard and Codes of Practice as published by the British Standards Institution.
(f) The Local Council By-laws
(g) The Electricity Supply Authority By-law
(h) The Kenya Building Regulations.
2.4 **Electrical Requirements**

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

The supply power up to and including local isolators will be provided and installed by the Electrical Sub-Contractor. All other wiring shall be as described in the Particular Specification.

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

The starting current of all electric motors and equipment shall not exceed the maximum permissible starting current described in the Kenya Power and Lighting Company Ltd’s By-laws. All electric plant and equipment supplied by the Sub-Contractor shall be rated for the supply voltage and frequency obtained in Kenya. That is 415 volts 50Hz 3-phase or 240 volts. 50Hz. 1-phase as specified in the particular specification.

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

2.5 **Transport and Storage**

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

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

Adequate measures shall be taken by the Sub-Contractor to ensure that plant and equipment do not suffer any deterioration during storage. Prior to installation all piping, plant and equipment shall be thoroughly cleaned. If, in the opinion of the Engineer any equipment has deteriorated or been damaged to such an extent that it is not suitable for installation, the Sub-Contractor shall replace this equipment at his own cost.
2.6 **Site Supervision**
The Sub-Contractor shall ensure that there is an English-speaking supervisor on the site at all times during normal working hours.

2.7 **Installation**
Installation of all special plant and equipment shall be carried out by the Sub-Contractor under adequate supervision from skilled staff provided by the plant and equipment manufacturer or his appointed agent. In accordance with the best standards of modern practice to the relevant regulations and standards described under clause 2.3 of this section.

2.8 **Testing**

2.8.1 **General**
All testing shall be carried out to the entire satisfaction of the Engineer.

The following sub-clause are intended to define the Sub-Contractor’s responsibilities with respect to testing and inspection.

2.8.2 **Material Tests**
All materials for plant and equipment to be installed under this sub-contract shall be tested, unless otherwise directed. In accordance with the relevant B.S Specification concerned.

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

The Sub-Contractor shall prepare specimens and performance tests and analyses to demonstrate conformance of the various materials concerned.

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

Certified mild test reports of plants, piping and other materials shall be deemed acceptable.

2.8.3 **Manufactured Plant and Equipment – Works Tests**
The rights of the Engineer relating to the inspection, examination and testing of plant and equipment during manufacture shall be applicable to the Insurance Companies or Inspection Authorities so nominated by the Engineer.
The sub-contractor shall give two week’s notice to the Engineer of the manufacturer’s intention to carry out work tests and inspection.

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

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

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

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

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

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

2.9 Colour Coding
Unless stated otherwise in the Particular Specification all pipework shall be colour coded in accordance with the latest edition of B.S.1710.

2.10 Welding
2.10.1 Preparation
Joints to be made by welding shall be accurately cut to size with edges sheared flame cut or machined to suit the required type of joint. The prepared surfaces shall be free from all visible defects such as laminations. Surface imperfections due to shearing of flame cutting operation etc, and shall be free rust scale, grease and other foreign matter.
2.10.2 **Method**
All welding shall be carried out by the electric process using covered electrodes in Accordance with B.S.639.

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

2.10.3 **Welding Codes and Construction**
All welding joints shall be carried out in accordance with the following specifications:

(a) **Pipe Welding**
All pipe welds shall be carried out in accordance with the requirements of B.S.806

(b) **General Welding**
All welding of mild steel components other than pipework shall comply with the general requirements of B.S.5135:1974.

2.10.4 **Welder’s Qualifications**
Any welder employed on this sub-contract shall have passed the trade test as laid down by the Government of Kenya.

Trade engineer may require to see the appropriate certificate obtained by any welder and should it be proved that the welder does not have the necessary qualifications the Engineer may instruct the Sub-Contractor to replace him by a qualified welder.
SECTION E III

PARTICULAR SPECIFICATIONS
FOR
GANTRY AND OVERHEAD TRAVELING CRANE
PARTICULAR SPECIFICATIONS FOR GANTRY AND OVERHEAD TRAVELING CRANE

SCOPE

The work to be carried out under this sub-contract comprises the designs, manufacture, supply, delivery, installation together with testing and commissioning of double girder overhead gantry crane as here-in specified and shown on the contract drawings.

The scope of supply shall also include but not limited to:

- Bridge structure with platform and hand railing
- Traveling mechanism for long and cross travel including track wheels, runway rails, end stops with springs, rubber buffers.
- Hoisting mechanism
- Service platform
- Brake mechanism for both long and cross travel
- Pendant control and wireless remote control
- Electrical motors, control gear and switch gear
- Lighting fixtures and accessories for crane
- Earthing of all electrical equipment in the crane.

All work shall be performed in straightforward manner by competent workmen under skilled supervision to the entire satisfaction of the project manager.

GENERAL GUIDING REGULATIONS AND STANDARDS

The works executed under these specifications shall comply with the following regulations and standards:

a) The Kenya Government Regulations as stipulated by directorate of occupational health and safety and published time to time.
b) The Kenya Government Regulations as stipulated by the Factories Act.
c) The Kenya Bureau of Standards regulations under relevant sections for each facility and equipment
d) Local Authority By-laws
e) The United Kingdom Institution of Electrical Engineers (IEE) Regulations for the Electrical Equipment of Buildings Guides.
f) The America National Standards Institute (ANSI)
g) The United Kingdom chartered institute of Building services Engineers (CIBSE) guides.
h) Rules and regulations emanating from the Energy Regulatory Commission of Kenya.
i) American Society for Testing and Materials (ASTM)

j) NEMA

**Climatic Conditions**

Design considerations shall take into account environmental conditions of any particular locations. The following climatic conditions apply to the site of contract works and plant, equipment, apparatus, materials and installation shall be suitable for these conditions.

<table>
<thead>
<tr>
<th>PARAMETERS</th>
<th>CONDITIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum mean outdoor dry bulb Temperature, $t_o$</td>
<td>32°C</td>
</tr>
<tr>
<td>Minimum Temperature</td>
<td>15.5°C</td>
</tr>
<tr>
<td>Relative Humidity</td>
<td>42% - 94%</td>
</tr>
<tr>
<td>Altitude</td>
<td>24m ASL</td>
</tr>
<tr>
<td>Longitude</td>
<td>38° 00' E</td>
</tr>
<tr>
<td>Latitude</td>
<td>01° 00' N</td>
</tr>
<tr>
<td>Max. solar radiation occurs during the month of February</td>
<td></td>
</tr>
</tbody>
</table>

The tenderer shall be deemed to have taken into account of the climatic conditions both in his prices and planning of the execution of the works.
**DESIGN AND CAPACITY**

**Workshop dimensions**

During the design, the following parameters shall be considered.

- Workshop width : 20 metres
- Workshop length : 28 metres
- Workshop height (to Crane runway) : 8 metres

**NB:**

All dimensions above MUST be ascertained by the contractor on site before design and manufacture of overhead crane.

**Speeds**

The speeds of motions under various load conditions shall be as follows:

1. Main Hoist lifting speed : 3.0m/min
2. Crab cross traverse speeds : 12.0m/min
3. Crab long traveling speeds : 16m/min
4. Creep speed : pre-settable minimum 10%
5. Duty class of crane : M7

The number of intermediate speed setting on the controller of each motion, which shall include an automatic steady creeping speed, traverse and travel motions, shall be to approval and shall be controlled such that the variation of each speed relative to the load applied shall be a minimum.

**Crane Span, Lifting Height and Headroom**

The crane span between the rail centres shall be indicated in metres. The crab hook traverse travel and the long travel, the crane crab hook distance of floor space shall be indicated. The minimum height of the lifting hook above finished floor level when completely raised shall be indicated and when fully lowered shall be zero metres above finished floor level. The minimum distance between the underside of the crane bridge and the finished floor level shall be equal to the height of the lifting hook above the finished floor level.

The headroom provided from finished floor to the nearest ceiling obstruction shall be indicated. The above dimension shall be verified on site immediately the contract is awarded and before manufacturing commences. The minimum clearance between the highest point on the crane crab and the lowest ceiling obstruction shall be 100mm.

**Lifting and long travel Frequency**

Under normal conditions, the crane shall be capable of performing the following lifting operations:

1. 2 lifts per month for loads approaching maximum load (80% to 100% of design capacity)
ii) 2 lift per day loads ranging between 40% to 80% of design capacity.
iii) 4 Lifts per hours for loads ranging between 20% to 40% of design capacity.
iv) 10 Lifts per hour loads under 20% of design capacity.

However the crane motors shall be designed for 240 starts per hour and 40% E.D.

**Overhead Traveling Crane**

Overhead Traveling Cranes, also called “suspended cranes”, shall be mounted on two beams and shall run along a set of tracks. The Crane shall be electrically operated incorporating all safety devices. The following specifications shall be considered when designing an overhead traveling crane.

- Hoisting Capacity (Safe Working Load) : 10 tons
- Normal Hoisting Speed : 3.0 m/min
- Slow Hoisting Speed : 0.8 m/min
- Traverse speed (long Travel speed) : 16m/min
- Cross Travel Speed : 12m/min
- Type of girders : double girder
- Working Time per day : 12hr Day Shift

Except where otherwise specified, the crane shall comply with the requirements of BS 466 and 2573.

The crane shall be designed for medium duty cycle and the crane hoist and travel mechanism shall be rated to F.E.M. or DIN 15040 for safe working loads (SWL). The gantry rails will consist of 75.2kg/m flat bottom rails type A100 DIN 536, installed in a beam channel. The top of the rail shall be flush with finished beam level.

The distance between gantry rail centres shall be 20 metres. The distance between the centres of the gantry rails and the nearest building wall structure shall be 500mm; and the crane end carriages assembly shall be designed to give not less than 500mm wall clearance in actual operation.

The hoisting gear shall be designed to operate efficiently when handling the specified load. The means of effecting the change in the hoisting speed shall be wireless remote control and by pendant controls.

A bell shall be fitted in an approved position to give warning of the initiation of the travel motion in either direction.

**Rigidity, Controls & Safety**

The crane should be rigid, robust and of sturdy construction

The crane controls should be conveniently located. Various controls should be suitably interlocked to prevent accidental movement of the cranes.
Suitable limit switches, one on each for long and cross travel and two for the main hoists, should be provided to stop the crane and prevent over-travel of various moving parts of the crane.

Suitable buffers should be provided to prevent over travel of the crane mechanism in both longitudinal and cross traverse directions.

Suitable guards or enclosures shall be provided to prevent inadvertent contact with down shop leads (DSL) or any other exposed electrical conductors and cables.

Suitable isolation and stop switches shall be provided to isolate the electric supply for maintenance or in the event of an emergency.

All sheaves should be provided with rigid guards to retain the ropes in the grooves. Guard should fit close to the flange and should have clearance between the sheaves and inside the guard of not 3mm.

**Maintainability**

Safe access for maintenance and removal of all mechanical, electrical and structural components must be provided. All parts requiring lubrication should easily be accessible without the need of dismantling other equipment or components. Arrangements for access to important components must include a cradle for inspection and maintenance of DSL, such cradle be conveniently accessible.

A tool box containing all tools required for maintenance of the crane should be supplied with crane be strategically placed to allow easy access.

Access walkways of minimum 500mm clear inside width hand railings on both sides of the girder for the full span length for inspection and maintenance of the crane shall be provided. Walkways shall be in chequered GRP panels of minimum 10mm thick. The walkway should be designed to sustain a distributed load of not less than 3kN/m²

**STRUCTURAL STEELWORK**

The whole of the structures, channels, plates and other rolled sections shall consist of mild steel and shall comply with the requirements of BS 4360 or 1775. Steel structures shall be preferably of low dead weight with maximum rigidity. The steel shall be free from blisters, scales, laminations or other defects be cleaned prior to fabrication. After fabrication, the steel parts shall be cleaned and protected against rust by applying a zinc-chromatic primer or equal and approved.

All rails on which the traveling crane shall move shall be of proper size to match the end carriage wheels and be of adequate strength and shall have an even running surface; and as such, the rails shall be properly laid to enhance a smooth operation of the overhead traveling crane.
**Girders**

The crane horizontal double girders (forming the crane bridge), and crane vertical supports, in all directions shall be capable of carrying the maximum load safely and full traveling speed when the crab is in any position on the girders. The girders shall be fabricated from shot-blasted steel plates welded together, by arc welding process.

All welded joints in the main girders shall be x-rayed during manufacture. The main girders shall be so designed as to maintain their vertical and horizontal alignment under all conditions of load, and shall satisfactorily withstand the racking strains imposed when starting and stopping the crane. Bridge rails of approved section shall be provided for the crab to travel on and shall be fitted with end stops.

**Platforms**

A strong platform with tabular handrails shall be provided for the full length of the bridge (along the two sides) of the crane. The platform shall give easy access to the gearing motors and electrical system.

Access to the platform shall be via suitably mounted ladder, to the required standards.

The platform shall also be used as a means of safe and convenient access for servicing the roof lights. When in use for this purpose it shall be such that the power supply to the crane is automatically disconnected to ensure that the crane cannot be operated.

**Runway Structure**

These shall be composed of rails for the crab on the crane bridge, and gantry rails on the Workshop floor. The latter rails shall be mild steel; flat bars fixed to the floor channel and shall weigh 75.2kg per metre. They shall be joined together such that a smooth joint is achieved and shall be accurately aligned. The floor rails shall be laid securely on a suitable reinforced concrete foundation supplied under a separate contract.

The crane and carriage assembly shall each be provided with rail sweepers at each leading edge to clean dirt and other obstructions from the channel. In order to make the required crane foundation the maximum expected static loading on each crane wheels and any other special structures requirement shall be considered. A floor channel of 315mm wide and 105mm deep as shown in the contract drawings shall also be provided under separate contract. The width of the channel after the rail has been securely fixed shall not exceed the above-specified dimension.

After securing the rail in its position, the sub-contractor shall re-build the channel to ensure that the width of the finished channel is reduced to a minimum; and in any case the running clearance between the end carriage wheel flange and floor channel wall shall not exceed 35mm with the crane in actual operation. The floor channel provided should be sufficient for the efficient operation of the crane proposed. The entire crane structure and supports shall have sufficient strength to withstand the dynamic and static loads of the crane.
**End Carriages**

These shall consist of motor driven assembly on flanged wheels running on a suitable rail profile, flush at floor level. The crane end carriage shall each be provided with channel rail sweepers at each leading edge shall be fixed a “cowcatcher” that will automatically initiate the stopping of a crane in the even of a large obstruction on the rail or channel. The maximum clearance between the finished floor level and the under carriage of end carriages shall be 15mm. At least one wheel of each end carriage shall be driven simultaneously, the drive being transmitted through cast steel machine cut reduction gearing to spur rims mounted on the end carriage wheels so that torque is not transmitted through the axles.

Open gear reduction arrangement shall not be permitted. The drive motors shall be two speed slip ring type 2 x 6.5kw motors 40% rated, totally enclosed, with class F insulation complete with eddy current brakes.

Suitable electrical limit-switches shall be provided at each end of the longitudinal travel to ensure that the cranes travel is limited to the specified longitudinal floor span. Furthermore, suitable mechanical stops will be provided at each end of the travel to engage with buffers on the end carriages.

**CRAB**

It shall be capable of hoisting 10 tons dead-load and shall be low headroom type. The crab shall consist of electric motors, lifting rope, rope drum, lifting hook and flanged rail wheels for traveling one the bridge girder. The hoisting electric motor shall be slip ring type 30kw motor, 40% rated with class F insulation complete with eddy current brakes and self braking arrangement to ensure safe holding of loads in the event of power failure. The changing from main hoisting (3 metres/min) to auxiliary hoisting (20 metres/min) shall be by a simple push button arrangement in the pendant, thereby affecting the ratio of the main transmission. A similar speed reduction arrangement shall be provided for the crab transmission. A similar speed reduction arrangement shall be provided for the crab traverse motions whose driver motor shall be slip ring type 3kw, 40% rated.

The other motor for hoist creeping speeds (0.28 and 1.12 metres/min) shall be two speed squirrel cage type, 3.3kw, 40% rate motor. Provisions shall be made for precise inching of loads. Lifting rope shall be stranded stainless steel wire ropes to B.S. 236: 1968 or equal and approved specification. They shall be capable of lifting the loads specified with a large margin of safety.

Rope guides shall be provided to align the rope on the grooved drum. The drum shall be driven through machine cut spur reduction gearing and shall be of ample diameter and sufficient length to take the full amount of rope without overlapping when the hook is in the highest position; and when the hook is in the lowest position there shall be at least two full turns of rope remaining. The method of attachment of the rope shall be such that in the event of the rope unwinding completely there shall be no danger of its becoming freed from the drum. Lifting hook shall be made to B. S. 2903: 1970 with trapezoidal section drop-forged or hand-forged. It shall have lugs for safety catch.
The design shall be such that only one lifting rope, rope drum and lifting hook shall be used for all loads up to the maximum SWL. The various hoisting speeds shall be effected by a simple push button arrangement in the driver’s cabin. The Main and auxiliary hoisting arrangement is not preferred. Lifting of loads greater than 100% of SWL shall automatically be inhibited.

**DRIVE UNIT AND BRAKES**

The drive unit for the crane and crab travels shall be slip ring motors complete with eddy current brakes and efficient torque transmission unit incorporating a totally enclosed gearbox with case hardened gears. The motor for creeping speeds for the crab shall be squirrel cage type. The motors shall be heavy duty type especially designed for cranes, with class F insulation and shall comply with B.S. 2613, 57. All motor protection shall be to IP54/DIN 40050. Brakes of approved design equipped for both electro-mechanical operation and for foot operation shall be provided for the purpose of arresting the travel of the crane along the crane gantries, and the travel of the crab when traversing. The brakes shall be arranged to be held normally in the ‘on’ position by deadweight or other approved means. They shall be released when the current is switched on to the motor and shall be applied immediately the current is switched off or fails from any cause. All brakes shall be adjustable and shall be capable of locking the mechanism under all conditions of load and of bringing the motions to rest quickly without jerk or shock.

**MECHANICAL FEATURES**

All gearing shall be totally enclosed in sealed gearboxes. They shall be totally enclosed in the oil bath and shall have hardened gear wheels. Bearing having gunmetal bushes shall, where possible, be adjustable to take up wear.

Where necessary, universal joints shall be used in the shafts of final drives to ensure shaft alignment and to minimize bearing wear.

**Ropes and Slings**

Sets of wire slings of approved dimensions complete with thimbles of approved size shall be provided. The slings shall have a factor of safety not less than that of the crane ropes.

Sufficient length of wire rope on the hoisting ropes and slings shall be provided for a test piece to be cut for testing to destruction.

**Hooks and Shackles**

The hook of the crane shall be of the double ramshorn type in accordance with BS 3017 and shall be drilled for and fitted with a shackle suitable for lifting 125 per cent of the maximum working load. One shackle, suitable for 165 per cent of the maximum working load shall also be provided for use with the hook.

The shackles shall have a factor of safety in excess of the ropes to which they are connected. The shackles shall comply with BS 825.
Rope falls shall be arranged so that reverses bends are not introduced. Pulleys shall be efficiently guarded so that if the bottom block is lowered on to the floor and the load ropes become slack there is no possibility of the ropes leaving the grooves of the pulleys.

**Guards and Clearances**

All guards necessary to afford protection from ropes, electrical apparatus and moving parts of the machinery shall be provided as directed by the Engineer. Guards shall be of approved design and shall be fitted where necessary with inspection doors. All guards shall be arranged so that they can be removed without disturbing other part of the plant. The guards shall, where applicable, comply with the requirement of BS 1649 and British Standards Code of Practice CP 3004.

**Safe Working Load**

There shall be plainly marked on the overhead Traveling Crane the safe working load (SWL). The crane shall be taken into use in the working area after it has been tested, and all such parts and working gear of the machine have been thoroughly examined, by a person approved by the Chief Inspector of factories for the purposes of safe operation of the crane and a certificate of such a test and examination, specifying the safe working load of the machine and signed by the person making the test and examination, has been obtained and is kept available for inspection.

Provided that the provisions of the relevant subsections of the factories ordinance Cap. 514 shall not apply as respects any crane in respect of which there has been obtained, and is kept available for inspection, a certificate of test and thorough examination issued by the manufacturer of the machine.

**CONTROL SYSTEM**

**General**

The control system shall be designed to achieve smooth operation from standstill on all motions without jerk or snatch, each controller being provided with an adequate number of notches in either direction to achieve smooth acceleration or retardation.

All components of the control system shall operate with adequate safety margins to ensure reliable operation under all conditions of service with the minimum of maintenance. Performance details of each component shall be submitted to the Engineer for approval with the associated control circuit and arrangement drawings.

**Controllers**

All motions of the crane shall be controlled from a suspended control system by an operator standing on the floor. Operating handles having a ‘dead man’ electrically interlocked feature shall be used.

The controller notches shall have positive allocations at each position and shall be marked where possible to indicate each speed setting. If speeds at each setting cannot be marked, indications of the maximum, minimum and creep speeds will be acceptable with the approval.
Direct switching of stator and rotor currents will not be permitted and controllers shall be arranged to operate relays or contactors as required by the control scheme.

Interlocking contacts shall be provided to ensure that the crane protection panel contactor cannot be closed unless all controllers are in the ‘off’ position; and contacts on the hoisting cross traverse and long travel controllers shall be provided for interlocking with the respective limit switches.

**Protection Panel and Control Gear**

The protective panel shall be enclosed in an aluminium or sheet steel cubicle mounted on a suitable place on the maintenance platform on the crane bridge, in such a manner to facilitate maintenance and inspection.

The panel shall be provided with a triple pole isolator having an external operating handle. The handle shall be mechanically interlocked with the panel door can be opened. The isolator shall have auxiliary switches for isolation of control and indication circuits. These auxiliary switches shall be arranged to open just before the main supply contacts. The main contacts shall be suitable for breaking the installed current of the largest motor in the event of a contactor welding in.

A triple pole electrically operated line contactor circuit breaker fitted with renewable contact tips, magnetic blow outs and arc chutes shall be included in the protective panel. If the line contactor does not have an inherent feature of under voltage protection then an approved system of under voltage release shall be fitted.

The line contactor shall be interlocked with individual controller ‘off’ position switches referred to in section 3.19. Protective panel shall include auxiliary transformers, main and auxiliary circuit fuses and all other equipment required for the complete control scheme.

Lamp indicators shall be provided on the face of each protective panel to indicate ‘main supply in’ and operation of the protective devices shall be indicated in an approved manner.

For each motor drive, a magnetic type triple pole inverse time or thermal type over-current relay shall be provided with adjustable settings, the characteristics of the relay being matched to the motor performance and co-ordinated with the associated protective fuse.

Test connection shall be provided for each motor circuit to enable tests to be made with portable instruments, when each crane is in service. Thus, it shall be possible to do such tests with all access covers and doors closed and all interlocks fully operative.

**Emergency Stop Push Button**

Emergency stop push buttons shall be provided in a prominent position on the crane structure, one on the crane crab and one at each end of the crane vertical steel structure support.

Each emergency stop button shall be of the mushroom head lock-in type and shall be arranged to trip the main line contactor. The push button shall be provided with a separate reset button, which shall be recessed or shrouded to prevent accidental operation.
Limit Switches
Limit switches shall be arranged to prevent over-winding, over-powering over-traversing and over-traveling, and shall be positively acting metal clad type.

All switches shall be automatically self-resetting, and for maintenance, purposes shall be accessible from the crane walkways.

ELECTRICAL POWER REQUIREMENT

Main Power Rail
The power supply to the crane shall be through a totally enclosed overhead, 415V, 50Hz, three phase, 4 conductor power rail along one length of the room at an appropriate height. The power rail shall be complete with all accessories, their KSL 4/140, equal. The power rail shall be efficiently protected against accidental contact by suitable means.

Warning notices reading “DANGER-BARE LIVE CONDUCTORS” in bold red letters on a white background shall be displayed at each end of the power rail and every 10-metre interval.

The electrical cables shall be terminated at the main isolator mounted on the wall halfway the length of the room and at a height of 1350mm from finished floor level. The power rail shall be installed to one side of the workshop at high level and shall be fastened to the building wall structures by suitable horizontal support. Drawings showing the fixing requirements on the appropriate building structure to receive the bolts of the support brackets of the power rail assembly shall be supplied within six weeks of contract commencement date. The necessary holes shall then be drilled at site.

The wiring shall be carried out from the isolator to the control panel and the equipment. Supply and installation of all electrical cables required or the proper functioning of the crane shall be deemed to have included. All equipment shall be suitable or 3 phase, 415 + 10% volts, 50Hz + 2½% AC electric supply.

Power to Crane Crab
The bridge power and control conductors shall be festoon cables. Festoon cables shall be flexible and of circular or flat form type, and shall be of adequate cross sectional area for the connected load. Runways, as required running the full length of the crane bridge shall be provided to carry the cables for the crane. Cable trolleys shall be linked by steel wire ropes so that the festoon cables are not used directly to tow the trolleys.

The festoon cables shall be complete with all necessary terminal boxes and all spare cores shall be terminated.

Control Panel
The control panel shall be mounted at an appropriate location. The contractor units shall be neatly arranged to facilitate ease of maintenance.
The panel shall also contain isolator switch, or the switch shall be supplied and fixed separately near the panel. Power requirements to the panel shall be stated. All electrical wiring from the main isolator (Via power rail and protective panel) to various motors, machinery controls, etc. for the crane, shall be done by the crane sub-contractor.

All transformers for lighting and control circuits in crane shall be supplied from auxiliary contracts on the isolator of the protective panel via separately mounted double pole metal clad switch fuse units.

Control circuit transformers shall be double wound air cooled type of Low impedance with an earthed screen between the primary and secondary windings. One end of the secondary winding shall be connected to earth by a removable link, the other connected to a suitable fuse.

Lighting transformers shall be double wound air cooled of low Impedance with an earthed screen between the primary and secondary windings. The secondary windings shall be centre tapped, the tap being connected solidly to earth by the transformer. Both ends the secondary winding shall be connected to suitable fuses.

In addition to the requirements of BS 587, all resistors shall be continuously rated and of an air-cooled, restless, fireproof type. Cast Iron shall not be used.

Resistors shall not be affected by vibrations of the crane and means shall be adopted to prevent damage to external leads by heat from the resistance element.

Resistors shall be housed in suitable enclosures separately mounted. Fuses shall be of the high breaking capacity cartridge type and shall comply with BS 88.

Fuse and link carriers and bases shall be of good quality moulded insulating material. All fuses and links shall be labeled shall be approved.

The electrical equipment provided in the control panel shall also include

The following: -

i) Two suitable power socket outlets for the operation of 415V, 3phase portable tools and an inspection hand lamp.

ii) An audible indicator, such as a buzzer or horn, initiated by a foot pedal or other suitable means in the driver’s cabin, to enable the crane driver to attract attention whenever necessary. The indicator shall be clearly audible on the ground within the entire workshop.

Earthing

The crane structure and metal cases of all electrical equipment including conduit, trunking and cable armour shall all be effectively bonded to a continuous copper conductor and the whole effectively connected to earth in accordance with BS 466. Should there be any non-conducting components between the crane rails and the crane structure, which prevent the crane wheels from making an effective earth connection with the rails, then such components shall be bypassed by a suitable conducting path. The gantry crane rails shall be bonded and earthed.
TESTING AND COMMISSIONING (WHOLE INSTALLATION)
After successful completion of the installation, all controls of the system shall be set and the cranes performance test shall then be carried out in accordance with the requirements of the Factories Act. Should any defects be detected, it shall be rectified and the testing process repeated to the Engineer’s satisfaction before commissioning.

TRAINING & MAINTENANCE MANUALS
Technical experts of the manufacturer during installation and commissioning of the crane will fully and adequately train operators/ maintenance staff nominated by the client on all requirements of the efficient operation of the crane system.

The sub-contractor shall also provide a complete set of manufacturers’ manual in 3 sets upon completion of installation works.

WARRANTY
The Sub-contractor shall provide a guarantee for the crane for the period of 24 months from the date of commissioning. The sub-contractor shall submit performance bank guarantee of 10% of the ordered value valid for full warranty period.

SPARES
The sub-contractor shall give a list of standard spares, sufficient for 5 years normal operation. The prices of the same shall be quoted separately.
SECTION F:

BILLS OF QUANTITIES

AND

SCHEDULE OF UNIT RATES
# BILLS OF QUANTITIES AND SCHEDULE OF UNIT RATES

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SPECIAL NOTES

1. The Bills of Quantities form part of the contract documents and are to be read in conjunction with the contract drawings and general specifications of materials and works.

2. The prices quoted shall be deemed to include for all obligations under the sub-contract including but not limited to supply of materials, labour, delivery to site, storage on site, installation, testing, commissioning and all taxes (including 16% VAT).

   In accordance with Government policy, the 16% VAT and 3% Withholding Tax shall be deducted from all payments made to the Tenderer, and the same shall be forwarded to the Kenya Revenue Authority (KRA).

3. All prices omitted from any item, section or part of the Bills of Quantities shall be deemed to have been included to another item, section or part thereof.

4. The brief description of the items given in the Bills of Quantities are for the purpose of establishing a standard to which the sub-contractor shall adhere. Otherwise alternative brands of equal and approved quality will be accepted.

   Should the sub-contractor install any material not specified here in before receiving written approval from the Project Manager, the sub-contractor shall remove the material in question and, at his own cost, install the proper material.

5. The grand total of prices in the price summary page must be carried forward to the Form of Tender for the tender to be deemed valid.

6. Tenderers must enclose, together with their submitted tenders, detailed manufacturer’s Brochures detailing Technical Literature and specifications on all the equipment they intend to offer.
1. **Statement of Compliance**

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

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

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

Date: ..............................

Official Rubber Stamp: ............................
A) PRICING OF PRELIMINARIES ITEMS.

Prices will be inserted against item of preliminaries in the sub-contractor’s Bills of Quantities and specification. These Bills are designated as Bill 1 in this Section. Where the sub-contractor fails to insert his price in any item he shall be deemed to have made adequate provision for this on various items in the Bills of Quantities. The preliminaries form part of this contract and together with other Bills of Quantities covers for the costs involved in complying with all the requirements for the proper execution of the whole of the works in the contract.

The Bills of Quantities are divided generally into three sections:

a. Preliminaries – Bill 1

Sub-contractors preliminaries are as per those described in section C – sub-contractor preliminaries and conditions of contractor. The sub-contractor shall study the conditions and make provision to cover their cost in this Bill. The number of preliminary items to be priced by the Tenderer has been limited to tangible items such as site office, temporary works and others. However the Tenderer is free to include and price any other items he deems necessary taking into consideration conditions he is likely to encounter on site.

b. Installation Items – Other Bills

i. The brief description of the items in these Bills of Quantities should in no way modify or supersede the detailed descriptions in the contract Drawings, conditions of contract and specifications.

ii. The unit of measurements and observations are as per those described in clause 3.05 of the section

c. Summary

The summary contains tabulation of the separate parts of the Bills of Quantities carried forward with provisional sum, contingencies and any prime cost sums included. The sub-contract shall insert his totals and enter his grand total tender sum in the space provided below the summary.

This grand total tender sum shall be entered in the Form of Tender provided elsewhere in this document
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<td>36</td>
<td>Extended Preliminaries Clause 1.66(see appendix on page C-24)</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>37</td>
<td>Supervision by Engineer and Site Meetings Clause 1.67</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>38</td>
<td>Allow for profit and Attendance for the above</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>39</td>
<td>Amendment to Scope of Sub-contract Works Clause 1.68</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>40</td>
<td>Contractor Obligation and Employers Obligation clause 1.69(see appendix page C-24)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>41</td>
<td>Any other preliminaries;</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subtotal above</th>
</tr>
</thead>
</table>

Subtotal brought forward from page F-4

Subtotal brought forward from page F-5

TOTAL FOR BILL NO. 1- PRELIMINARIES CARRIED FORWARD TO PRICE MAIN SUMMARY
SECTION G:

TECHNICAL SCHEDULE OF ITEMS TO BE SUPPLIED
<table>
<thead>
<tr>
<th>CLAUSE No.</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. GENERAL NOTES TO THE TENDERER</td>
<td>G-1</td>
</tr>
<tr>
<td>2. TECHNICAL SCHEDULE</td>
<td>G-2</td>
</tr>
<tr>
<td>3. TECHNICAL DATA</td>
<td>G-3 to G-4</td>
</tr>
</tbody>
</table>
TECHNICAL SCHEDULE

1. General Notes to the Tenderer

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

1.2 The tenderer shall also submit separate comprehensive descriptive and performance details for all plant apparatus and fittings described in the technical schedules. Manufacturer’s literature shall be accepted. Failure to comply with this may have his tender disqualified.

1.3 Completion of the technical schedule shall not relieve the Contractor from complying with the requirements of the specifications except as may be approved by the Engineer.
The tenderer must complete in full the technical schedule. Apart from the information required in the technical schedule, the tenderer **MUST SUBMIT** comprehensive manufacturer’s technical brochures and performance details for all items listed in this schedule (fill forms attached).

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>MANUFACTURER</th>
<th>COUNTRY OF ORIGIN</th>
<th>REMARKS (Catalogue No. etc)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Crane bridge</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Control cabin</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Run-way structure</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>Rope drum &amp; wire Ropes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>Power Surge protector</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>Control panel</td>
<td></td>
<td></td>
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<tr>
<td>G</td>
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<td>K</td>
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<td></td>
</tr>
</tbody>
</table>
SECTION H:

DRAWING SCHEDULE

CONTENTS

<table>
<thead>
<tr>
<th>CLAUSE No.</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. DRAWING SCHEDULE</td>
<td>H-1</td>
</tr>
</tbody>
</table>
As shall be provided during project implementation.
SECTION I:

STANDARD FORMS

**NOTE:**

ALL FORMS IN THIS SECTION MUST BE FILLED

AS THEY SHALL BE PART OF THE EVALUATION CRITERIA
SECTION VIII – STANDARD FORM

(i) Form of Invitation for Tenders
(ii) Form of Tender
(iii) Letter of Acceptance
(iv) Form of Agreement
(v) Form of Tender Security
(vi) Performance Bank Guarantee
(vii) Bank Guarantee for Advance Payment
(viii) Qualification Information
(ix) Tender Questionnaire
(xi) Confidential Business Questionnaire
(x) Statement of Foreign Currency Requirement
(xi) Details of Sub-Contractors
(xii) Request for Review Form
FORM OF TENDER (TECHNICAL BID)

TO: __________________________ [Name of Employer] ____________ [Date]

__________________________ [Name of Contract]

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein in accordance with the contract.

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

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

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

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

Dated this ______________ day of _______ 20____________

Signature __________________ in the capacity of___________________
duly authorized to sign tenders for and on behalf of ___________________________ [Name of Employer] of ___________________________ [Address of Employer]

Witness: Name______________________________________

Address____________________________________________

Signature____________________________________________

Date_______________________________________________
FORM OF TENDER

To:    Kenya Ferry Services Ltd,
       P.O Box 96242-80110,
       MOMBASA.

OVERHEAD CRANE INSTALLATION WORKS TO THE PROPOSED CONSTRUCTION OF A
WAREHOUSE ATKENYA FERRY SERVICES LTD

1. In accordance with the Instructions to Tenderers, Conditions of Contract, Specifications
and Bills of Quanti ties for the execution of the above named Works, we, the undersigned
offer to construct, install and complete such Works and remedy any defects therein for
the sum of:

Kshs……………………..[Amount in figures]
Kenya Shillings……………………………………………………………………
…………………………………………………………………………………………
…………………………………………………………………………………………
[Amount in words]

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

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

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

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

Dated this ..................... day of ...................20.....
Signature .....................in the capacity of ..........................
duly authorized to sign tenders for and on behalf of:

..............................[Name of Tenderer]
of..............................[Address of Tenderer]

PIN No. .................................................................

VAT CERTIFICATE No. ..............................................

Witness:    Name ......................................................
            Address ...................................................
            Signature ..............................................1-2
FORM OF TENDER SECURITY
(Bank Guarantee)
To: Kenya Ferry Services Ltd,
P.O Box 96242-80110,
MOMBASA.

OVERHEAD CRANE INSTALLATION WORKS TO THE PROPOSED CONSTRUCTION OF A WAREHOUSE AT KENYA FERRY SERVICES LTD

WHEREAS.................................................[Name of tenderer] (hereinafter called “the Tenderer”) has submitted his tender dated............................for the construction of .............................................(name of Contract)

KNOW ALL PEOPLE by these presents that WE..................................of .....

having our registered office at ..............................................................(hereinafter
called “the Bank”), are bound unto .....................................(hereinafter called “the
Employer” in the sum of Kshs...........................

for which payment
well and truly to be made to the said Employer, the Bank binds itself, its successors and
assigns by these presents sealed with the Common Seal of the said Bank this
...............................


THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers

2. If the tenderer, having been notified of the acceptance of this tender by the Employer during the period of tender validity:

   a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or

   b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

______________________________                  _______________________________
[signature of the Bank]
______________________________                  _______________________________
[seal]

I-3
FORM OF TENDER SECURITY
(Insurance Guarantee)
To: Kenya Ferry Services Ltd,
P.O Box 96242-80110,
MOMBASA.
OVERHEAD CRANE INSTALLATION WORKS TO THE PROPOSED CONSTRUCTION OF A WAREHOUSE AT KENYA FERRY SERVICES LTD

WHEREAS ..................................................................................................................(hereinafter called “the Tenderer”) has submitted his tender dated ...............................................................for the construction of ..............................................................................................................................................................
 ........................................................................................................................................................................................................
KNOW ALL PEOPLE by these presents that WE ........................................................................................................(hereinafter called “ the Guarantor”), are bound unto .............................................................................(hereinafter called “the Procuring Entity” in the sum of Kshs.................................................................................................for which payment well and truly to be made to the said Procuring Entity, the Guarantor bind itself, its successors and assigns by these presents sealed with the Common Seal of the said Guarantor this ...........................................................................................................(name of Contract)

THE CONDITIONS of this obligation are:
1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers Or
2. If the tenderer, having been notified of the acceptance of this tender by the Employer during the period of tender validity:
   a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
   b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force for a period of 150 days from the date of tender opening, and any demand in respect thereof should reach the Guarantor not later than the said date

________________________________ [Date]  [Signature of the Guarantor]
________________________________ [Witness]  [Seal]
PERFORMANCE BANK GUARANTEE

To: Kenya Ferry Services Ltd,
P.O Box 96242-80110,
MOMBASA.

Dear Sirs,

WHEREAS ……………………………………….(hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. .......................... dated ............... to execute .................................................. (hereinafter called “the Works”);$ AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of:
Kshs. ........................................... (amount of Guarantee in figures)
Kenya Shillings .................................................................
...........................................................................(amount of Guarantee in words),
and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Kenya Shillings ..........................
...........................................................................(amount of Guarantee in words) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR ..............................

Name of Bank .............................................................................

Address ....................................................................................

Date .........................................................................................
TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of Tenderer:

..................................................................................................................

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

..................................................................................................................

3. Telephone number (s) of Tenderer:

..................................................................................................................

4. Telex/Fax Address of Tenderer:

..................................................................................................................

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

..................................................................................................................

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

..................................................................................................................

..................................................................................................................

_______________________

Signature of Tenderer
CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

**Part 1 – General**
Business Name .................................................................
Location of business premises: Country/Town.........................
Plot No........................................ Street/Road ..................
Postal Address................................. Tel No............................
Nature of Business..............................................................
Current Trade Licence No...................... Expiring date..............

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

Name of your bankers........................................................
Branch...........................................................

**Part 2 (a) – Sole Proprietor**
Your name in full........................................... Age....................
Nationality................................. Country of Origin..................
Citizenship details ..............................................................

**Part 2 (b) – Partnership**
Give details of partners as follows:

<table>
<thead>
<tr>
<th>Name in full</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td>......</td>
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<tr>
<td>2.</td>
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<td>3.</td>
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<td>4.</td>
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<td>......</td>
</tr>
</tbody>
</table>
Part 2(c) – Registered Company

Private or Public ………………………………………………………………………………………………………

State the nominal and issued capital of the company:

Nominal KShs. ……………
Issued KShs. ……………

Give details of all directors as follows:

<table>
<thead>
<tr>
<th>Name in full</th>
<th>Nationality</th>
<th>Citizenship Details*</th>
<th>Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<tr>
<td>2.</td>
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<td>3.</td>
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<tr>
<td>4.</td>
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</tbody>
</table>

Part 2(d) Interest in the Firm:

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

I certify that the above information is correct.

…………………………………………………………………………………..
Title  Signature  Date

* Attach proof of citizenship
**KEY PERSONNEL**

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

<table>
<thead>
<tr>
<th>POSITION</th>
<th>NAME</th>
<th>YEARS OF EXPERIENCE (GENERAL)</th>
<th>YEARS OF EXPERIENCE IN PROPOSED POSITION</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

I certify that the above information is correct.

........................................  ..........................  ........................................
Title                     Signature                     Date
## CONTRACTS COMPLETED IN THE LAST FIVE (5) YEARS

Work performed on works of a similar nature, complexity and volume over the last 5 years.

<table>
<thead>
<tr>
<th>PROJECT NAME</th>
<th>NAME OF CLIENT</th>
<th>TYPE OF WORK AND YEAR OF COMPLETION</th>
<th>VALUE OF CONTRACT (Kshs.)</th>
</tr>
</thead>
</table>

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

........................................  ........................................  ........................................

Title  Signature  Date

I-10
**SCHEDULE OF ON-GOING PROJECTS**

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

<table>
<thead>
<tr>
<th>PROJECT NAME</th>
<th>NAME OF CLIENT</th>
<th>CONTRACT SUM</th>
<th>% COMPLETE</th>
<th>COMPLETION DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

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

................................. ................................. .................................
Title                          Signature                        Date

I-11
DETAILS OF LITIGATION OR ARBITRATION PROCEEDINGS IN WHICH THE TENDERER HAS BEEN INVOLVED AS ONE OF THE PARTIES IN THE LAST 5 YEARS

1. ________________________________

2. ________________________________

3. ________________________________

4. ________________________________

5. ________________________________

PROPOSED WORKS PROGRAMME

(Bidders to Propose Works Programme in form of a Bar Chart covering the whole of the Contract Period)
FORM OF AGREEMENT

THIS AGREEMENT, Made the ______ day of ________________________
between ________________________________ of (or whose registered
office is situated at) ________________________________ (herein after
called “the Employer”) of the one part AND

______________________________ of (or whose
registered office is situated at
(herein after called “the Contractor”) of the other part.

WHEREAS THE Employer is desirous that the Contractor executes

________________________________________________________
“the Works”) located at
(place/location of the Works) and the Employer has appointed ____________________________ of (or
whose registered office is situated at) ______________ as the ______________ for the purposes
thereof and has accepted the tender submitted by the Contractor for the execution and
completion of the said works and the remedying of any defects therein in the sum of
Kshs. __________________________ (amount in figures) Kenya Shillings

(amount in words) (herein after called “the Contract price”).

NOW THAT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as
respectively assigned to them in the conditions of Contract herein after referred to.

2. The following documents shall be deemed to form and shall be read and
construed as part of this Agreement i.e.

(i) Letter of acceptance
(ii) Form of Tender
(iii) Conditions of Contract
(iv) Specifications
(v) Priced Bills of Quantities
(vi) Drawings
(vii) Appendix to conditions of contract

3. In consideration of the payments to be made by the Employer to the Contractor as
herein mentioned, the contractor hereby covenants with the Employer to execute and
complete the Works and any defects therein in conformity in all respects with the
provision 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 thereto have caused this Agreement to be executed
the day and year first written.

The common Seal of ________________________________.

Was hereunto affixed in the presence of ____________________.

Signed, Sealed and Delivered by the said ____________________.

Binding Signature of Employer, ________________________________

Date ____________________________________________________

Witnessed by: Name ______________________________________

Address ________________________________

Signature ________________________________

Date ______________________________________

Binding Signature of Contractor ________________________________

Date ____________________________________________________

Witnessed by: Name ______________________________________

Address ________________________________

Signature ________________________________

Date ______________________________________