

KENYA BROADCASTING CORPORATION



TENDER NO. 14/KBC/18-19

RADIO STUDIO MASHINANI PROJECT IN KITUI AND MURANGA COUNTIES

**KENYA BROADCASTING CORPORATION
P.O. BOX 30456 – 00100
NAIROBI**

(APRIL 2019)

TABLE OF CONTENTS

	<u>PAGE</u>
INTRODUCTION.....	3
SECTION I: INVITATION TO TENDER	4
SECTION II: INSTRUCTIONS TO TENDERERS	5
SECTION III: CONDITIONS OF CONTRACT	18- 34
SECTION IV: APPENDIX TO CONDITIONS OF CONTRACT.....	35
SECTION V: TECHNICAL SPECIFICATIONS.....	36-65
SECTION VI: BILLS OF QUANTITIES	66 – 80
SECTION VII: DRAWINGS	81-89
SECTION VIII: EVALUATION	90
SECTION IX: STANDARD FORMS	91 - 103

INTRODUCTION

1. This standard tender document for procurement of works has been prepared for use by Kenya Broadcasting Corporation in the procurement of Radio studio mashinani project in Kitui and Muranga counties.

SECTION I

INVITATION FOR TENDERS

Tender reference No. 14/KBC/2018-19

Tender Name: RADIO STUDIO MASHINANI PROJECT IN KITUI AND MURANGA COUNTIES

The *Kenya Broadcasting Corporation* invites sealed tenders for the RADIO STUDIO MASHINANI PROJECT IN KITUI AND MURANGA COUNTIES

Interested eligible candidates may obtain further information from and inspect the tender documents at **KBC Procurement Office** at Broadcasting House Harry Thuku road during normal office working hours (8.00am-1.00pm, 2.00pm-5.00pm). Bidders may also view and download the bidding document from KBC website: www.kbc.co.ke or **PIIP** and immediately forward their particulars for records and for the purposes of receiving any further tender clarifications and/or addendums to **KBC Procurement Office**. Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings or one major easily convertible foreign currency and shall remain valid for a period of 90 days from the Closing date of the tender.

A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of **Ksh 1,000(not applicable to youth, women and PWDs)** in cash or bankers cheque payable to Kenya Broadcasting Corporation cashier. Bidders who download the tender document will not be required to pay

Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at Broadcasting House, Nairobi or be addressed to *Kenya Broadcasting Corporation, P. O. Box 30456 -00100, Nairobi, Kenya* so as to be received on or before **23rd April 2019 at 10.00a m .**

Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at Broadcasting House Nairobi.

MANAGING DIRECTOR
KENYA BROADCASTING CORPORATION

SECTION II

INSTRUCTIONS TO TENDERERS

TABLE OF CONTENTS PAGE

CLAUSE		PAGE
1.	General.....	6
2.	Tender Documents	8 - 10
3.	Preparation of Tenders	10 - 12
4.	Submission of Tenders	12 - 13
5.	Tender Opening and Evaluation	13 - 15
6.	Award of Contract	16 - 17

INSTRUCTIONS TO TENDERERS.

1. General

The Corporation as defined in the Appendix to Conditions of Contract invites tenders for radio studio mashinani project in kitui as described in the tender documents. The successful tenderer will be expected to complete the Works by the Intended Completion Date specified in the tender documents.

All tenderers shall provide the Qualification Information, a statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or has not been associated in the past, directly or indirectly, with the Designer or any other officer that has prepared the design, specifications, and other documents for the project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Corporation to provide consulting services for the preparation or supervision of the Works, and any of its affiliates, shall not be eligible to tender.

All tenderers shall provide in the Form of Tender and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

All tenderers shall include the following information and documents with their tenders:

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the tender to commit the tenderer;
- (b) total monetary value of construction work performed for each of the last five years;
- (c) experience in works of a similar nature and size for each of the last five years, and details of work under way or contractually committed; and names and addresses of clients who may be contacted for further information on these contracts;
- (d) Major items of construction equipment proposed to carry out the Contract and an undertaking that they will be available for the Contract.
- (e) Qualifications and experience of key site management and technical personnel proposed for the Contract and an undertaking that they shall be available for the Contract.
- (f) reports on the financial standing of the tenderer, such as profit and loss Statements and auditor's reports for the past three years;

- (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (h) authority to seek references from the tenderer's bankers;
- (i) information regarding any litigation, current or during the last three years, in which the tenderer is involved, the parties concerned and disputed amount; and
- (j) Proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price.

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

- (a) the tender shall include all the information listed in clause 1.4 above for each joint venture partner;
- (b) the tender shall be signed so as to be legally binding on all partners;
- (c) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- (d) one of the partners will be nominated as being in charge, authorised to incur liabilities, and receive instructions for and on behalf of all partners of the joint venture; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

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

- (a) annual volume of construction work of at least 2.5 times the estimated annual cashflow for the Contract;
- (b) experience as main contractor in the construction of at least
- (c) two works of a nature and complexity equivalent to the Works over the last 10 years (to comply with this requirement, works cited should be at least 70 percent complete);
- (d) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed as required for the Works;
- (e) a Contract manager with at least five years' experience in works of an equivalent nature and volume, including no less than three years as Manager; and

- (f) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than 4 months of the estimated payment flow under this Contract.

The figures for each of the partners of a joint venture shall be added together to determine the tenderer's compliance with the minimum qualifying criteria of clause 1.6 (a) and (e); however, for a joint venture to qualify, each of its partners must meet at least 25 percent of minimum criteria 1.6 (a), (b) and (e) for an individual tenderer, and the partner in charge at least 40 percent of those minimum criteria. Failure to comply with this requirement will result in rejection of the joint venture's tender. Subcontractors' experience and resources will not be taken into account in determining the tenderer's compliance with the qualifying criteria, unless otherwise stated.

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

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

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

The Corporation's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

The price to be charged for the tender document shall not exceed Kshs.1,000/=

The Corporation shall allow the tenderer to review the tender document free of charge before purchase.

2. Tender Documents

The complete set of tender documents comprises the documents listed below and any addenda issued in accordance with Clause 2.4.

- (a) These Instructions to Tenderers
- (b) Form of Tender and Qualification Information
- (c) Conditions of Contract
- (d) Appendix to Conditions of Contract
- (e) Specifications
- (f) Drawings

- (g) Bills of Quantities
- (h) Forms of Securities

The tenderer shall examine all Instructions, Forms to be filled and Specifications in the tender documents. Failure to furnish all information required by the tender documents, or submission of a tender not substantially responsive to the tendering documents in every respect will be at the tenderer's risk and may result in rejection of his tender.

A prospective tenderer making an inquiry relating to the tender documents may notify the Corporation in writing or by cable, telex or facsimile at the address indicated in the letter of invitation to tender. The Corporation will only respond to requests for clarification received earlier than seven days prior to the deadline for submission of tenders. Copies of the Corporation's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.

Before the deadline for submission of tenders, the Corporation may modify the tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing or by cable, telex or facsimile to all tenderers. Prospective tenderers shall acknowledge receipt of each addendum in writing to the Corporation.

To give prospective tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Corporation shall extend, as necessary, the deadline for submission of tenders, in accordance with Clause 4.2 here below.

Tender Security

The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

The tender security shall be in the amount **Kshs.200,000/=**

The tender security is required to protect the Corporation against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

- a) A bank guarantee.
- b) Cash.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit

- e) Guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprises Fund

Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Corporation as non responsive, pursuant to paragraph 2.20

Unsuccessful Tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Corporation.

2.12.6. For consultancy tenders, bid bond will be in separate envelope or in financial proposal

The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

The tender security may be forfeited:

- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified on the Tender Form; or
- (b) In the case of a successful tenderer, *if* the tenderer fails:
- (i) to sign the contract in accordance with paragraph 30 **or**
 - (ii) to furnish performance security in accordance with paragraph 31.

3. Preparation of Tenders

All documents relating to the tender and any correspondence shall be in English language.

The tender submitted by the tenderer shall comprise the following:

- (a) These Instructions to Tenderers, Form of Tender, Conditions of Contract, Appendix to Conditions of Contract and Specifications;
- (b) Tender Security;
- (c) Priced Bill of Quantities ;
- (d) Qualification Information Form and Documents;
- (e) Alternative offers where invited; and
- (f) Any other materials required to be completed and submitted by the tenderers.

The tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause relevant to the Contract,

as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the tenderer.

The rates and prices quoted by the tenderer shall only be subject to adjustment during the performance of the Contract if provided for in the Appendix to Conditions of Contract and provisions made in the Conditions of Contract.

The unit rates and prices shall be in Kenya Shillings.

Tenders shall remain valid for a period of sixty (90) days from the date of submission. However in exceptional circumstances, the Corporation may request that the tenderers extend the period of validity for a specified additional period. The request and the tenderers' responses shall be made in writing. A tenderer may refuse the request without forfeiting the Tender Security. A tenderer agreeing to the request will not be required or permitted to otherwise modify the tender, but will be required to extend the validity of Tender Security for the period of the extension, and in compliance with Clause 3.7 - 3.11 in all respects.

The tenderer shall furnish, as part of the tender, a Tender Security in the amount and form specified in the appendix to invitation to tenderers. This shall be in the amount of Kshs. 200,000.00

The format of the Tender Security should be in accordance with the form of Tender Security included in Section G - Standard forms or any other form acceptable to the Corporation. Tender Security shall be valid for 30 days beyond the validity of the tender.

Any tender not accompanied by an acceptable Tender Security shall be rejected. The Tender Security of a joint venture must define as "Tenderer" all joint venture partners and list them in the following manner: a joint venture consisting of ".....", ".....", and ".....".

The Tender Securities of unsuccessful tenderers will be returned within 28 days of the end of the tender validity period specified in Clause 3.6.

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

The Tender Security may be forfeited

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

- (ii) furnish the required Performance Security.

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

The tenderer shall prepare one original of the documents comprising the tender documents as described in Clause 3.2 of these Instructions to Tenderers, bound with the volume containing the Form of Tender, and clearly marked “ORIGINAL”. In addition, the tenderer shall submit copies of the tender, in the number specified in the invitation to tender, and clearly marked as “COPIES”. In the event of discrepancy between them, the original shall prevail.

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

Clarification of tenders shall be requested by the tenderer to be received by the Corporation not later than 7 days prior to the deadline for submission of tenders.

The Corporation shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

The tender security shall be in the amount of not less than 2 per cent of the tender price.

4. Submission of Tenders

The tenderer shall seal for both technical and financial proposals in originals and copies of the tender in two inner envelopes and one outer envelope, duly marking the inner envelopes as “ORIGINAL” and “COPIES” as appropriate. The inner and outer envelopes shall:

- (a) be addressed to the Corporation at the address provided in the invitation to tender;
- (b) bear the name and identification number of the Contract as defined in the invitation to tender; and

- (c) provide a warning not to open before **23rd April 2019 at 10.00 AM.**
- (d) Tenders shall be delivered to the Corporation at the address specified above not later than **23rd April 2019 at 10.00 AM.**

However, the Corporation may extend the deadline for submission of tenders by issuing an amendment in accordance with Sub-Clause 2.5 in which case all rights and obligations of the Corporation and the tenderers previously subject to the original deadline will then be subject to the new deadline.

Any tender received after the deadline prescribed in clause 4.2 will be returned to the tenderer un-opened.

Tenderers may modify or withdraw their tenders by giving notice in writing before the deadline prescribed in clause 4.2. Each tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with clause 3.13 and 4.1, with the outer and inner envelopes additionally marked "**MODIFICATION**" and "**WITHDRAWAL**", as appropriate. No tender may be modified after the deadline for submission of tenders.

Withdrawal of a tender between the deadline for submission of tenders and the expiration of the period of tender validity specified in the invitation to tender or as extended pursuant to Clause 3.6 may result in the forfeiture of the Tender Security pursuant to Clause 3.11.

Tenderers may only offer discounts to, or otherwise modify the prices of their tenders by submitting tender modifications in accordance with Clause 4.4 or be included in the original tender submission.

5. Tender Opening and Evaluation

- (e) The tenders will be opened by the Corporation on **23rd April 2019 at 10.00 AM.** in the KBC VIP Canteen including modifications made pursuant to Clause 4.4, in the presence of the tenderers' representatives who choose to attend. Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. Tenderers' and Employer's representatives who are present during the opening shall sign a register evidencing their attendance.

The Tenderer shall seal the TECHNICAL and FINANCIALS in separate envelopes, duly marking the envelopes as "TECHNICAL" and "FINANCIALS." The envelopes shall then be sealed in an outer envelope. **Please note that only those bidders successful at Technical evaluation will have their financial proposals opened. The rest will be returned unopened. Exposing the bid price in the technical proposal will lead to automatic disqualification.**

NOTE. The BQs will be itemized and included in financial proposal

Information relating to the examination, clarification, evaluation, and comparison of tenders and recommendations for the award of Contract shall not be disclosed

to tenderers or any other persons not officially concerned with such process until the award to the successful tenderer has been announced. Any effort by a tenderer to influence the Corporation's officials, processing of tenders or award decisions may result in the rejection of his tender.

To assist in the examination, evaluation, and comparison of tenders, the Corporation at his discretion, may ask any tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex or facsimile but no change in the price or substance of the tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered in the evaluation of the tenders in accordance with Clause 5.7.

Prior to the detailed evaluation of tenders, the Corporation will determine whether each tender (a) meets the eligibility criteria defined in Clause 1.6;(b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the tendering documents. A substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tendering documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the works; (b) which limits in any substantial way, inconsistent with the tendering documents, the Corporation's rights or the tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders.

If a tender is not substantially responsive, it will be rejected, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:

- (a) where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and
- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.
- (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities, the amount as stated in the Form of Tender shall prevail.
- (d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the corrected Builder's Work (i.e. Corrected tender sum less P.C. and Provisional Sums)

- (e) The Error Correction Factor shall be applied to all Builder's Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.
- (f) the amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and, with concurrence of the tenderer, shall be considered as binding upon the tenderer. If the tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security may be forfeited in accordance with clause 3.11.

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

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

- (a) making any correction for errors pursuant to clause 5.7;
- (b) excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including Day works where priced competitively.
- (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with clause 3.12; and
- (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with clause 4.6

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

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

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

6. Award of Contract

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

Notwithstanding clause 6.1 above, the Corporation reserves the right to accept or reject any tender, and to cancel the tendering process and reject all tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the action.

The tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, telex or facsimile. This notification (hereinafter and in all Contract documents called the "Letter of Acceptance") will state the sum (hereinafter and in all Contract documents called the "Contract Price") that the Corporation will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. At the same time the other tenderers shall be informed that their tenders have not been successful.

The contract shall be formed on the parties signing the contract.

The Agreement will incorporate all agreements between the Corporation and the successful tenderer. Within 14 days of receipt the successful tenderer will sign the Agreement and return it to the Corporation.

Within 21 days after receipt of the Letter of Acceptance, the successful tenderer shall deliver to the Corporation a Performance Security in the amount stipulated in the Appendix to Conditions of Contract and in the form stipulated in the Tender documents. The Performance Security shall be in the amount and specified form

Failure of the successful tenderer to comply with the requirements of clause 6.5 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Tender Security.

Upon the furnishing by the successful tenderer of the Performance Security, the Corporation will promptly notify the other tenderers that their tenders have been unsuccessful.

Preference where allowed in the evaluation of tenders shall not be allowed for contracts not exceeding one year (12 months)

The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

Where contract price variation is allowed, the valuation shall not exceed 15% of the original contract price.

Price variation request shall be processed by the Corporation within 30 days of receiving the request.

The Corporation may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

The Corporation shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

7. Corrupt and Fraudulent practices

The Corporation requires that tenderers observe the highest standards of ethics during procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt and fraudulent practices.

SECTION III CONDITIONS OF CONTRACT

1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Project Manager” is the person named in the Appendix to Conditions of Contract (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract and shall be an “Architect” or a “Quantity Surveyor” registered under the Architects and Quantity Surveyors Act Cap 525 or an “Engineer” registered under Engineers Registration Act Cap 530.

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

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

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

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

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

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

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

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

2. **Interpretation**

In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning in English Language unless specifically defined. The Project Manager will provide instructions clarifying queries about these Conditions of Contract.

If sectional completion is specified in the Appendix to Conditions of Contract, reference in the Conditions of Contract to the Works, the Completion Date and the Intended Completion Date apply to any section of the Works (other than references to the Intended Completion Date for the whole of the Works).

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) Appendix to Conditions of Contract,
- (5) Conditions of Contract,
- (6) Specifications,
- (7) Drawings,
- (8) Bill of Quantities,
- (9) Any other documents listed in the Appendix to Conditions of Contract as forming part of the Contract. Immediately after the execution of the Contract, the Project Manager shall furnish both the Corporation and the Contractor with two copies each of all the Contract documents. Further, as and when necessary the Project Manager shall furnish the Contractor [always with a copy to the Employer] with three [3] copies of such further drawings or details or descriptive schedules as are reasonably necessary either to explain or amplify the Contract drawings or to enable the

Contractor to carry out and complete the Works in accordance with these Conditions.

3. Language and Law

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

4 Project Manager's Decisions

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

5 Delegation

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

6 Communications

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

7 Subcontracting

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

8 Personnel

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

9 Works

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

10 Safety and Temporary Works

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

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

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

12. Discoveries

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

13. Work Program

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

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

14. Possession of Site

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

15. Access to Site

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

16. Instructions

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

17. Extension or Acceleration of Completion Date

The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a variation is issued which makes it impossible for completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining Work, which would cause the

Contractor to incur additional cost. The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager in writing for a decision upon the effect of a Compensation Event or variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay caused by such failure shall not be considered in assessing the new (extended) Completion Date.

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

18. Management Meetings

A Contract management meeting shall be held monthly and attended by the Project Manager and the Contractor. Its business shall be to review the plans for the remaining Work and to deal with matters raised in accordance with the early warning procedure. The Project Manager shall record the minutes of management meetings and provide copies of the same to those attending the meeting and the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

19. Early Warning

The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the Work increase the Contract Price or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

The Contractor shall cooperate with the Project Manager in making and considering proposals on how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the Work and in carrying out any resulting instructions of the Project Manager.

20. Defects

The Project Manager shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a defect and to uncover and test any Work that the Project Manager considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor, However, if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.

The Project Manager shall give notice to the Contractor of any defects

before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract. The Defects Liability Period shall be extended for as long as defects remain to be corrected.

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

21. Bills of Quantities

The Bills of Quantities shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rate in the Bills of Quantities for each item.

If the final quantity of the Work done differs from the quantity in the Bills of Quantities for the particular item by more than 25 percent and provided the change exceeds 1 percent of the Initial Contract price, the Project Manager shall adjust the rate to allow for the change.

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

22. Variations

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

The Contractor shall provide the Project Manager with a quotation for carrying out the variations when requested to do so. The Project Manager shall assess the quotation, which shall be given within seven days of the request or within any longer period as may be stated by the Project Manager and before the Variation is ordered.

If the work in the variation corresponds with an item description in the Bills of Quantities and if in the opinion of the Project Manager, the quantity of work is not above the limit stated in Clause 21.2 or the timing of its execution does not cause the cost per unit of quantity to change, the rate in the Bills of Quantities shall be used to calculate the value of the variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the variation does not correspond with items in the Bills of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.

If the Contractor's quotation is unreasonable, the Project Manager may order the variation and make a change to the Contract price, which shall be based on the

Project Manager's own forecast of the effects of the variation on the Contractor's costs.

If the Project Manager decides that the urgency of varying the Work would prevent a quotation being given and considered without delaying the Work, no quotation shall be given and the variation shall be treated as a Compensation Event.

The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

When the Program is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast.

23. Payment Certificates, Currency of Payments and Advance Payments

The Contractor shall submit to the Project Manager monthly applications for payment giving sufficient details of the Work done and materials on Site and the amounts which the Contractor considers himself to be entitled to. The Project Manager shall check the monthly application and certify the amount to be paid to the Contractor within 14 days. The value of Work executed and payable shall be determined by the Project Manager.

The value of Work executed shall comprise the value of the quantities of the items in the Bills of Quantities completed; materials delivered on Site, variations and compensation events. Such materials shall become the property of the Employer once the Employer has paid the Contractor for their value. Thereafter, they shall not be removed from Site without the Project Manager's instructions except for use upon the Works.

Payments shall be adjusted for deductions for retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of issue of each certificate. If the Corporation makes a late payment, the Contractor shall be paid simple interest on the late payment in the next payment. Interest shall be calculated on the basis of number of days delayed at a rate three percentage points above the Central Bank of Kenya's average rate for base lending prevailing as of the first day the payment becomes overdue.

If an amount certified is increased in a later certificate or as a result of an award by an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

The Contract Price shall be stated in Kenya Shillings. All payments to the Contractor shall be made in Kenya Shillings and foreign currency in the

proportion indicated in the tender, or agreed prior to the execution of the Contract Agreement and indicated therein. The rate of exchange for the calculation of the amount of foreign currency payment shall be the rate of exchange indicated in the Appendix to Conditions of Contract. If the Contractor indicated foreign currencies for payment other than the currencies of the countries of origin of related goods and services the Employer reserves the right to pay the equivalent at the time of payment in the currencies of the countries of such goods and services. The Employer and the Project Manager shall be notified promptly by the Contractor of an changes in the expected foreign currency requirements of the Contractor during the execution of the Works as indicated in the Schedule of Foreign Currency Requirements and the foreign and local currency portions of the balance of the Contract Price shall then be amended by agreement between Employer and the Contractor in order to reflect appropriately such changes.

In the event that an advance payment is granted, the following shall apply:-

- a) On signature of the Contract, the Contractor shall at his request, and without furnishing proof of expenditure, be entitled to an advance of 10% (ten percent) of the original amount of the Contract. The advance shall not be subject to retention money.
- b) No advance payment may be made before the Contractor has submitted proof of the establishment of deposit or a directly liable guarantee satisfactory to the Employer in the amount of the advance payment. The guarantee shall be in the same currency as the advance.
- c) Reimbursement of the lump sum advance shall be made by deductions from the Interim payments and where applicable from the balance owing to the Contractor. Reimbursement shall begin when the amount of the sums due under the Contract reaches 20% of the original amount of the Contract. It shall have been completed by the time 80% of this amount is reached.

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

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

Where:

R = the amount to be reimbursed

A = the amount of the advance which has been granted

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

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

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

24. Compensation Events

The following issues shall constitute Compensation Events:

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

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

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

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

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

The Contractor shall give written notice to the Project Manager of his intention to make a claim within thirty days after the event giving rise to the claim has first arisen. The claim shall be submitted within thirty days thereafter.

Provided always that should the event giving rise to the claim of continuing effect, the Contractor shall submit an interim claim within the said thirty days and a final claim within thirty days of the end of the event giving rise to the claim.

25. Price Adjustment

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

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

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

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

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

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

No adjustment shall be made in respect of changes in basic prices of materials which occur after the date for Completion except during such other period as may be granted as an extension of time under clause 17.0 of these Conditions.

The provisions of sub-clause 25.1 to 25.2 herein shall not apply in respect of any materials included in the schedule of basic rates

26. Retention

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

27. Liquidated Damages

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

If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rate specified in Clause 23.30

28. Securities

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

29. Dayworks

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

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

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

30. Liability and Insurance

From the Start Date until the Defects Correction Certificate has been issued, the Following are the Employer's risks:

- (a) The risk of personal injury, death or loss of or damage to property (excluding the Works, Plant, Materials and Equipment), which are due to;
 - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works, or
 - (ii) negligence, breach of statutory duty or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.

- (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Corporation or in Corporation's design, or due to war or radioactive contamination directly affecting the place where the Works are being executed.

From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is the Corporation's risk except loss or damage due to;

- (a) a defect which existed on or before the Completion Date.
- (b) an event occurring before the Completion Date, which was not itself the Corporation's risk
- (c) the activities of the Contractor on the Site after the Completion Date.

From the Start Date until the Defects Correction Certificate has been issued, the risks of personal injury, death and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risk are Contractor's risks.

The Contractor shall provide, in the joint names of the Corporation and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts stated in the Appendix to Conditions of Contract for the following events;

- (a) loss of or damage to the Works, Plant, and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract, and
- (d) personal injury or death.

Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation required to rectify the loss or damage incurred.

If the Contractor does not provide any of the policies and certificates required, the Corporation may effect the insurance which the Contractor should have provided and recover the premiums from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

Alterations to the terms of an insurance shall not be made without the approval of the Project Manager. Both parties shall comply with any conditions of insurance policies.

31. Completion and taking over

Upon deciding that the Works are complete, the Contractor shall issue a written request to the Project Manager to issue a Certificate of Completion of the Works. The Corporation shall take over the Site and the Works within seven [7] days of the Project Manager are issuing a Certificate of Completion.

32. Final Account

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

33. Termination

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

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

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

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

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

34. Payment upon Termination

If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the Work done and materials ordered and delivered to Site up to the date of the issue of the certificate. Additional liquidated damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable by the Contractor.

If the Contract is terminated for the Corporation's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the Work done, materials ordered, the reasonable cost of removal of equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works.

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

The Contractor shall, during the execution or after the completion of the Works under this clause remove from the Site as and when required, within such reasonable time as the Project Manager may in writing specify, any temporary buildings, plant, machinery, appliances, goods or materials belonging to or hired by him, and in default the Corporation 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.

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

35. Release from Performance

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

36. Corrupt gifts and payments of commission

The Contractor shall not;

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

37. Settlement of Disputes

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

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

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

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

Provided that no arbitration proceedings shall be commenced on any dispute or difference where notice of a dispute or difference has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.

Notwithstanding the issue of a notice as stated above, the arbitration of such a dispute or difference shall not commence unless an attempt has in the first instance been made by the parties to settle such dispute or difference amicably

with or without the assistance of third parties. Proof of such attempt shall be required.

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

The appointment of a replacement Project Manager upon the said person ceasing to act.

Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions.

Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.

Any dispute or difference arising in respect of war risks or war damage.

All other matters shall only be referred to arbitration after the completion or alleged completion of the Works or termination or alleged termination of the Contract, unless the Employer and the Contractor agree otherwise in writing.

The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.

The Arbitrator shall, without prejudice to the generality of his powers,

have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.

The award of such Arbitrator shall be final and binding upon the parties.

SECTION IV – APPENDIX TO CONDITIONS OF CONTRACT

CONSTRUCTION WORKS

The works are located at:

1. Kitui County and Gatanga site (Muranga County)

SCOPE OF WORKS

The works to be carried out will involve the Studio mashinani project in Kitui and Muranga counties as described in the BILLS and drawing attached

It is important for contractor to visit the site in Muranga county on 16th April 2019 and for Kitui county on 18th April 2019 and examine the attached drawings after which they shall be deemed to have understood the nature of the works expected, position, access to the site and any other related issue.

In case of doubt about the meaning of any item, figure or any missing information from the Bills of Quantities, the contractor should inform KBC for correction before submitting their tenders.

SECTION V -TECHNICAL SPECIFICATIONS FOR RADIO STUDIO MASHINANI

TENDER SPECIFICATIONS FOR CONSTRUCTION OF ONE (1) AUDIO CREATIVE STUDIO EACH FOR KITUI AND GATANGA INCLUDING SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF THE REQUIRED TECHNICAL EQUIPMENT/ FACILITIES FOR THE STUDIOS.

The construction will be on a **TURN KEY** basis where the bidders will **design and construct the studios on the given space and source, deliver and install equipment and hand over a finished product.** Schedule and specification of the equipment is shown in annex 1.The bidder will provide all necessary cabling, connections or any interface equipment required for a complete operational studio. In addition interested bidders shall carry out the renovation work required on the building where the studios are to be constructed. The BQs for the renovation works have been attached (Annex 2)

Audio Creative Studio will be for Music Production and Recording for small groups of at most 3 vocalists, 3 guitarists, and 1 keyboardist.

Detailed design and Customized Schematic Diagrams for the proposed studio acoustic treatment and equipment installations for each site **MUST** be provided.

I.SITE LOCATIONS

KITUI SITE

The site is located at Kitui town about 400m off Mbusyani road and 1.5km from town centre.

GATANGA SITE

The site is located at Kirwara Market 25KM off Thika road on the Thika -Kirwara-Gatura Road. It is about 600m off from the market.

Works to be fully implemented and successfully commissioned within 3 months after the letter of offer

II.MANDATORY REQUIREMENTS

1. Pre-bid site meeting attendance. Bidders **MUST** submit, with the bid, a signed copy of Site Visit Certificate the site visit for Muranga county will be on (refer Annex 3)
2. Tenderers/Bidders **MUST** have at least 5 years of experience in the Design and Installation of sound/music production studios.
3. Tenderers/Bidders **MUST** provide detailed documentary evidence/proof of supply and installation and commissioning of at **LEAST 3 (three) sound/music production studios** for the last 5 years.
4. Tenderers/Bidders **MUST** provide a schedule of the timelines and deliverables for the implementation period of the Project from the time of the letter of offer to the successful commissioning of the Project.
5. Tenderers/Bidders **MUST** submit the CVs of the team to be involved in the implementation of the project which must include details confirming they are in their employment and periods they have worked with the company.
6. Tenderers/Bidders that do not Manufacture or produce the Goods they offer to supply and/or integrate shall submit an original Manufacturer's Authorization letter .
7. Bids submitted by a joint venture of two or more firms as partners **MUST** be signed so as to be legally binding on all partners with one partner nominated as being lead contractor, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.

III. STUDIOS ACCOUSTIC TREATMENT WORKS

Involves Construction of one Audio Creative Studio per site including studio treatment works.

General Specifications For Studio Works

- 1 Create a studio as big as space would allow in the provided room.
- 2 Provide studio acoustics ensuring no wall is parallel to the other. Provide a 100mm air cavity all round the existing wall and the acoustic wall. Ceiling air cavity can be bigger.
- 3 Provide observation windows 1.5X1.5m in pairs and ensure they are air tight by use of rubber fixers. Glass panes to be used shall provide Rw (Weighted Sound Reduction Index) of at least 50 for the air gap provided of 100mm).
- 4 Access to the studios (performance hall) should be via 2 No. heavy duty acoustically treated doors with hard wood door frames, Size 2.1X1.0X0.1m thick doors creating a sound lock in between. Ensure they are fixed with proper heavy duty hinges and heavy duty door closers and fitted with acoustical door seals.
- 5 Access to the Control room should be via two No. heavy duty acoustically treated doors with hard wood door frames, Size 2.1X1.0X0.1m thick doors creating a sound lock in between. Ensure they are fixed with proper heavy duty hinges and heavy duty door closers and fitted with acoustical door seals
- 6 Ensure that the studio rooms are sound proof
- 7 Supply and fix floor carpet for the studio and the control room
- 8 The acoustic treatment shall achieve -50dB or better.
- 9 False ceiling and acoustics to be provided. Air space between the existing ceiling and false ceiling to be provided.
- 10 All ducts to be acoustically sealed.
- 11 All acoustic and sound absorption materials for the walls, floors and ceiling to be clearly stated. All material used shall be the commended for Professional Broadcast studios Standard.
9. Acoustic treatment of the walls in the control room to be provided.
10. Prospective bidders to be ready to showcase a finished studio project which they have completed within the last 5 years.
11. Supply and install a heavy duty air conditioning system of capacity 32000 BTUS.

IV. BUILDINGS RENOVATION WORK

Bidders are also required to carry out renovation works on the buildings where the studios will be constructed. The works required at each of the sites is outlined below.

1.KITUI SITE

Works involve renovation of an existing building to create space for the proposed studio alongside other vital amenities. Works will comprise among others :- partitions, painting, electrical works, pit latrine construction, chain link fence construction, construction of a generator house and supply of water storage tank.(refer attached BQs and drawings) -Annex 2 (i)

2. GATANGA SITE

Works involve renovation of the existing building to create space for the proposed studio alongside other vital amenities .Works will comprise among others :-rooms partitions, painting and electrical works, repairs of the washrooms, construction of a generator house.(refer attached BQs and drawings)-Annex 2 (ii)

In case of doubt about the meaning of any item, figure or missing information from the BQs/specifications, the Contractor should inform KBC for correction before submitting the tender.

ANNEX 1: SCHEDULE OF EQUIPMENT/TECHICAL FACILITIES FOR CREATIVE AUDIO PRODUCTION STUDIO PER SITE

Involves Supply, delivery, installation , commissioning of the required technical equipment/ facilities for the Studios and 25KVA Generator set (including the change over unit) as per the Technical Specifications below.

1. EQUIPMENT SCHEDULE

S/No.	Item	Quantity
1.	Control room	
1.1	24 channels integrated Digital Audio Workstation (DAW)and associated control surface and audio interface	1
1.2	DAW Hardware :2 mirrored branded computers with relevant software	2
1.3	DAW Audio interface	1
1.4	Professional Headphones	6
1.5	Keyboards with sound extenders	1
1.6	2 monitor speakers on adjustable stands for the control room	2
2.	Performance hall	
2.1	3 Omni-directional microphones on a single stand	3
2.2	1 Uni-directional detachable microphone on an adjustable stand	1
2.3	1 adjustable boom microphone on a highly adjustable boom stand	1
2.4	Electronic Drum set	1
2.5	Electrical guitars	3
2.6	Acoustic guitars	2
2.7	African drum set	1 pair
2.8	6 professional headphones (control room)	6
2.9	4 professional chairs	4
2.10	CD burner/ duplicator machine	1
2.11	Branded computers with software for label printing	1
2.12	CD label color printers	1

2.13	1 Input and 10 Output Sound Distribution Amplifier (SDA) complete with cables	1
3.0	Cabling with the associated connectors & other technical facilities required for the complete and successful installation in the control room and performance hall.	1 set
4.0	Electrical wiring, lighting system, air-conditioning systems for the control room and performance hall.	1 set
5.0	25KVA Cummins engine generator including installation and commissioning	1 set
6.0	Comprehensive training to be done for the following a) Music Producers b) IT Technician c) Technical operator/Technicians Training Programme to be provided along with the tender	1 set
7.0	Spares - at least 10% spares of fault-prone items e.g.. microphone distribution amplifiers, cable sets, microphones	1 set
8.0	Software should be fully licensed for at least 2 years including all plugins (if any) necessary for production, mastering etc.	1 set
9.0	Warranty and maintenance Support for the system and software at least 2 years	1 set
10.0	Redundancy of the DAW/server of 1+1	1 set

VII. EQUIPMENT SPECIFICATIONS

1. DAW SOFTWARE FEATURES AND SPECIFICATIONS

- i. Provides for complete music production studio including writing, arranging, recording, editing, mixing, mastering, and exporting music recordings.
- ii. Provides for recording vocals or live instruments, composition and arranging features and tools that include MIDI sequencing/recording, virtual instruments, notation, and mixing and mastering using built-in EQ, delay, reverb, compression, etc.
- iii. Provides for complete virtual mixing board with all the elements as in a hardware mixing console: effects sends, aux busses, volume and effects automation, mix save and recall functions, and much more.
- iv. The software to facilitate recording of many tracks.
Should also provide for
 - v. scoring to picture video functionality
 - vi. score notation creation, editing, and printing
 - vii. pitch correction
 - viii. time correction
 - ix. extensive audio and MIDI editing
 - x. The virtual instrument software to provide for a synthesizer, piano, strings, brass, guitar, drums, bass, and more.
 - xi. Drum sampler to provide lots of drum kits and grooves.
 - xii. ability to add virtual instruments and effects.
 - xiii. Should provide for time-stretching.
 - xiv. Ability to compose music to picture for film, television, or other media - support importing of video files.
 - xv. Provide for creation, editing, and printing scores and parts for performance with live musicians.
 - xvi. to provide for Thunderbolt 2 connection.
 - xvii. Adaptable to AU and VST plugin formats.
 - xviii. Shared collaboration over wireless or Ethernet connections
 - xix. Should be stable and reliable

In addition it should provide for :

- xx. Unlimited MIDI or audio tracks
- xxi. Unlimited scenes
- xxii. send/return tracks
- xxiii. Audio-to-MIDI tools
- xxiv. audio effects plug-ins
- xxv. Video import
- xxvi. At least 10 outstanding instruments
- xxvii. over 3,000 sounds ranging from acoustic instruments, drums, hits, and effects.
- xxviii. Records audio in up to 32-bit/192kHz quality
- xxix. mix and edit from the Project window
- xxx. Simultaneous playback of multiple audio MIDI tracks
- xxxi. Supports up to 24 physical in and outs
- xxxii. 1,000 or more included instrument sounds
- xxxiii. Mixing mimicking mixing desk experience and integrated high-end channel strip, VCA faders, Loudness Meter, Wave Meters and RMS/peak meters
- xxxiv. over 80 high-end audio and MIDI effect processors.
- xxxv. Frequency four-band EQ
- xxxvi. Note editing of monophonic audio tracks, automatic voicing harmonization and auto-tuning effects
- xxxvii. Intelligent compositional tools.
- xxxviii. Expression Maps for fully integrated workflows with musical articulations, dynamics and controller values.
- xxxix. Perfect integration of external hardware effect devices and instruments, such as synthesizers or signal processors, into the sequencer signal flow.
- xl. Cloud collaboration services
- xli. Editing of micro pitch levels, pitch tilt and shift etc. for control of your audio, with more creative tools and Smart Controls to speed workflow
- xlii. Can take snapshots for saving and recalling a current mix within a mixer. Instantly recall different project mixes and settings to quickly compare mixes and add mix notes.
- xliii. Stack and match recordings quickly, easily synchronizing them to a reference track.
- xliv. 32-bit integer and 64-bit audio file support.

- xlv. Quickly and easily set up side-chaining to make space in mixes or create distinctive effects
- xlvi. Improved drum production tool.
- xlvii. High-quality sounds and loops from at least six highly acclaimed producers.
- xlviii. AAF support for exchange multimedia data with all the most commonly used applications.
- xliv. Provide for subtle analog warmth to searing heat for mixes and individual instruments.
 - 1. Latency Monitoring for quick and easy determination of where and how much of latency is occurring.
 - li. Full support for high-resolution displays
 - lii. Plug-ins workflow, with drag and drop functionality and improved display.
 - liii. Easy and convenient setup of MPE controllers.
 - liv. Improved editing to picture for video soundtrack production
 - lv. Intuitive virtual reality audio production tools.
 - lvi. Softwares should be licensed for at least 2 years

2. DAW CONTROL SURFACE

Main Features

- i. control over the functions of DAW including navigation, transport, track level, plugin parameters, recording, editing, automation, and more.
- ii. control of individual track in session, including audio tracks, MIDI tracks, and return tracks.
- iii. shifts tracks one at a time, as well as ability to shift all.
- iv. Each channel to include a touch-sensitive motorized fader.
- v. encoders with dynamic control of sends, panning, EQ, effects, and more.
- vi. ability to expand
- vii. to provide control of navigation, playback, recording, automation, editing, and more.
- viii. includes factory presets for most popular DAW's including Cubase, Nuendo, Logic Pro, Pro Tools, Ableton Live, Samplitude and Studio One.
- ix. provide custom-mapping to any MIDI application.
- x. LED channels level metering
- xi. Jog wheel shuttle for fast search and control
- xii. Illuminated buttons

- xiii. compliant with Windows XP, Vista (32-bit), Windows 7 (32-bit & 64-bit), Windows 8 (32-bit & 64-bit), Windows 10 (32-bit & 64-bit) and Mac OS X (IntelMac)
- xiv. Thunderbolt 2 connectivity
- xv. Robust and light weight casing .

Performance specifications

- i. Frequency response : +/-0.1 dB or better
- ii. THD+N : 0.002% or better
- iii. Sound card specs: 24 bit, 96 KHz
- iv. Dynamic Range : Better than 120dB

3. DAW AUDIO INTERFACE: FEATURES AND SPECIFICATIONS

Features

- i. Rack mount
- ii. Ultra-Low latency
- iii. High I/O counts
- iv. Premium Digital Conversion
- v. Multiple Connection Options
- vi. USB3/Thunderbolt2 connection to PC and Mac computer
- vii. 24 channels (input/output)
- viii. Balanced connectors for microphone/line input with switchable 48 volt phantom power
- ix. gain controls
- x. audio resolution of 24-bit/96kHz
- xi. support for most popular DAW's including Cubase, Nuendo, Logic Pro, Pro Tools, Ableton Live, Samplitude and Studio One.
- xii. EQ and compression tools and reverb.
- xiii. state-of-the art A/D and D/A convertors and studio-grade preamps.

Specifications

Mic/line input (balanced):

- i. Frequency Response: +/-0.1 or better
- ii. Dynamic Range: 110dB, or better
- iii. THD+N: 0.001%, or better
- iv. Crosstalk: >125dB, or better
- v. Maximum Input Level: +24dBu

Line output (balanced):

- i. Frequency Response: +0.1/-0.2dB, 20Hz to 22kHz
- ii. Dynamic Range: 115dB, or better
- iii. THD+N: 0.001% or better,
- iv. Crosstalk: >130dB or better

HeadPhones:

- i. THD+N: 100dB or better
- ii. Dynamic Range: 115db or better

General Specifications:

- i. Power Requirements: 240V/50Hz
- ii. Operating Free-air - Temperature Range 0 to +40 C

1. SOUND DISTRIBUTION AMPLIFIER

Features

- 8-channel I/O mic/line expansion
- Eight line outputs fed from D-A or mic pres
- 24-bit A-D and D-A up to 192kHz sample rate- ideal for hi-res audio
- Dual-port ADAT I/O - eight channels at up to 96kHz,
- Switched insert with true bypass on every channel
- Mic Pres and front panel instrument inputs
- LED metering and channel clip indicators
- 48v Phantom Power to all inputs
- digital clocking

Microphone Input

- Frequency Response 20 Hz - 30 kHz ± 0.1 dB
- Dynamic Range 115 dB (A-weighted)
- Dynamic Range 115 dB (A-Weighted)
- THD+N 0.001%
- Noise EIN -128 dBu (A-Weighted)
- Gain Range 55Db

5.COMPUTER HARD WARE REQUIREMENTS (MACPRO X COMPUTER

(2no. mirrored branded computers with relevant software for DAW and 2no Branded computers with software for label printing)

FEATURES	MINIMUM REQUIREMENTS
Brand and model	MACOS
Processor make and speed	4.0GHz , 8-Core
System memory	32GB (four 8GB) of 1866MHz DDR3
Hard Drive	4TB Solid-state
Display screen	27" Thunderbolt Display, 5120-by-2880 resolution.
Communications	<ol style="list-style-type: none"> 2. Dual Gigabit Ethernet 3. Thunderbolt 3 4. USB 3.0 5. HDMI 1.4 Ultra HD 6. 802.11ac Wi-Fi wireless networking
Sound/Audio	<ul style="list-style-type: none"> -Combined optical digital audio output/analog line out minijack -Built-in speaker
Keyboard	102-key compatible keyboard
Mouse	Infra red
Chasis Style	Tower
Pre-installed Software - operating system and system utilities	macOS Mojave
Video Subsystem	Radeon Pro Vega 56 graphics processorwith 8GB of HBM2 memory
Power Supply, Cables & Rating	External AC adapter with Power cord (240V - 50Hz); Provide Three Pin standard power cord for adapter.

Adapter	Thunderbolt to firewire800 adapter with built-in Thunderbolt cable.
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6. UNIDIRECTIONAL MICROPHONE

Main Features

- i. Cardioid pickup pattern
- ii. Modular design
- iii. Wide frequency response - 30Hz-50kHz
- iv. Symmetrical transducer with two back plates providing extremely low distortion
- v. Extremely low inherent self-noise
- vi. Accurate directional pattern
- vii. Nonselective coating
- viii. Ideal as a spot microphone and for surround recordings

Technical Specifications

- i. **Microphone Type:** Condenser
- ii. **Polar Pattern:** Cardioid
- iii. **Frequency Response :** 30Hz-50kHz
- iv. **Max SPL:** 142dB
- v. **Output Impedance:** 25 ohms
- vi. **Self Noise:** 13dB (A weighted)
- vii. **Connector:** XLR

7. OMNI DIRECTIONAL MICROPHONE

Main Features

- i. Microphone with omni-directional pick-up pattern

- ii. Exceptionally low inherent self-noise
- iii. Exceptionally flat frequency response, switchable for near and diffuse field applications
- iv. increasing directivity at high frequencies to adjust tonal balance
- v. High sensitivity
- vi. Switchable pre-attenuation

Technical Specifications

Frequency response (microphone):	12 - 20000 Hz
Max. Sound pressure level1:	34 dB / 1 kHz
Sensitivity in free field, no load (1kHz):	25 mV/Pa +- 1 dB
Nominal impedance:	150 Ω
Equivalent noise level:	10 (18) dB

Equivalent noise level weighted as per CCIR 468-3 : 20 (28) dB

8.HEADPHONE

Main Features

- i. Closed, circumaural design for excellent passive attenuation of ambient noise (up to 32 dB)
- ii. Exceptionally lightweight and comfortable for extended listening
- iii. Replaceable single-sided, coiled cable with 1/8 inch (3.5mm) jack connector and screw type 1/4" adapter
- iv. Reduced comb filter effects and distortion
- v. carrying case
- vi. Compatible (listen only) with latest generation of tablets
- vii. Replaceable earpads

Technical Specifications

Connector: 3.5 mm Jack, straight

Frequency response:	8 - 27000 Hz
Max. sound pressure level:	110 dB (1 kHz, 1 Vrms)
THD, total harmonic distortion:	< 0,1% (1 kHz, 100dB SPL)
Ear coupling:	circum
Cable length :	Suitable lengths to be provided
Transducer principle:	dynamic, close

9. BOOM MICROPHONE

Main Features

- i. Pronounced directivity
- ii. Maximal rejection of side noise
- iii. minimizes wind noise
- iv. Phantom or battery powering
- v. Battery switch with "Low Batt" indicator
- vi. Rugged all-metal housing
- vii. Very good suppression of structure-borne noise
- viii. Supplied with foam windshield and shock mount

Technical Specifications

Microphone:	super-cardioid/lobar
Frequency response:	40 Hz to 20 kHz
Max. Sound pressure level	132 dB SPL at P48; 126 dB SPL with battery
powering:	
Sensitivity in free field, no load (1kHz):	21 mV/Pa at P48; 19mV/Pa with battery
powering Equivalent noise level :	15 dB (A) at P48; 16 dB (A) with battery
powering Power supply:	48 V +/- 4V (P48, IEC 61938) or battery/rechargeable batt. 1,
	5V/1,2V AA size
Operating time:	At least 100 hr

10. MONITORING SPEAKER

Main Features

- (i) Active Monitor with accurate monitoring for stereo
- (ii) Small size
- (iii) extremely low distortion
- (iv) Signal Sensing power management system
- (v) Excellent clarity

Technical specifications

- i. **Type:** Powered
- ii. **Power Configuration:** Bi-amped
- iii. **LF Driver Size:** 6.5"
- iv. **HF Driver Size:** 0.75"
- v. **HF Driver Type:** Dome
- vi. **HF Driver Material:** Metal
- vii. **LF Driver Power Amp:** 90W
- viii. **HF Driver Power Amp:** 90W
- ix. **Total Power:** 180W
- x. **Frequency Range:** 48Hz-20kHz (± 2 dB)
- xi. **Crossover Frequency:** 3kHz
- xii. **Maximum Peak SPL:** 115 dB
- xiii. **Enclosure Type:** Ported
- xiv. **Input Types :** 1 x XLR
- xv. **Output Types:** 1 x XLR
- xvi. **Height:** At most 14"
- xvii. **Width :** At most 10"
- xviii. **Depth :** At most 9"

11. KEY BOARD

Main Features

- i. Choice of a wide selection of acoustic pianos voiced for live playing
- ii. quality, professional workstations

- iii. featuring authentic piano, keyboard, synth, orchestral, wind, string and drum sounds for all styles of music production.
- iv. WAV recording/song playback and user memory backup with optional USB flash memory.Master MIDI keyboard controller features. Should load new sample libraries
 - a. Add Vocals and Guitars on your sequences, Slice Audio Loops to playback at any tempo
- v. Deliver over 1000 sounds and 100 drum kits includes realistic pianos and acoustic instruments, vintage synths and the hip hop sounds all of today's top producers are using including Virtual Tone Wheel organs, among others
- vi. enhanced performance on stage and in the recording studio. Intuitive interface designed for easy operation while performing, with fast access to essential functions such as tone layering, keyboard split point, and more
- vii. Provide effects, editing, digital mixing, flash wave memory expandability, intuitive display and more
- viii. Manipulate sounds quickly on stage via dedicated real time controls .
- ix. A Category Search function to make the sounds you need easy to find
- x. An integrated Digital Mixer to include 3 band EQs for each part, 8Dual Insertion effects, 2 System Effects and overall Master effect and Master EQ, for finalized mixes of the songs
- xi. Direct to USB recording& playback to record final mixes as CD quality .wav files to any connected USB memory device or play .wav files created on computer.
- xii. seamless integrate with any DAW software including the bundled Cubase AI software
- xiii. 1/4-inch and balanced XLR stereo output jacks; convenient 1/8-inch stereo input for connecting a music player or other device

Technical Specifications

Keyboard :	76-keys or more
Polyphony :	128-voice
Presets:	Over 1,000 tones
	200 Live sets
Rhythm patterns :	200
	Modulation FX:
	Reverb:

Effects : Delay:
3-band compressor
5-band digital EQ

Record and Playback WAV format audio files,96 kHz, 24-bit linear

Controllers

Display : Graphic

Connections:

- Audio output, Audio input, Headphones, MIDI, Computer, Damper MIDI: In / Out

Headphones: 1 (on the front panel) Audio outputs:

L, R (2 × XLR, Balanced) L/Mono, R (2 × 1/4"

Jack, Unbalanced) Inputs: L/Mono, R

Computer: USB Type B connector (doubles the MIDI interface),

- Power input ; 240V, 50Hz

Included accessories:

Carrying Case, Keyboard Stand, Footswitch Pedal

Power cable, User Guide, Accessory Disk, music stand, damper pedal,

Bonus software

AC Power cord Owner's

Manual

Owner's Manual CD-ROM (Containing Reference Manual and Data List) DVD-ROM

(Containing DAW Software)

1 Year Warranty

12. ELECTRONIC DRUM KIT

Configuration

Total Number of Pads: 8

Number of Snare/Tom Pads: 4, 3-zone pads Snare, Toms

Number of Kick Pads: 1

Number of Cymbal Pads: 3, 3-zone cymbals Crash, Ride

Included Drum Module: 1

Module Analog Inputs: 1 x 1/8"

Module Analog Outputs: 2 x 1/4", 1 x 1/4" (Headphones)

Module MIDI I/O: Out

USB: Yes

Included accessories:

All hard ware to be included

Hit-Hat stand and controller and the kick pedal to be included

Monitor for electronic drum set

Cables

All necessary pedals

Drum throne

Head phones

Drum sticks

Loud speaker

13. ELECTRONIC DRUM TRIGGER MODULE

Main Features

- Over 1,000 drum sounds + 100 Keyboard/Melodic sounds
- At least 50 user editable drum kits that cover a diverse range of genres
- Flash-ROM for loading your own samples
- At least 40 different Variation FXs, 6 Chorus effects
- 6 Reverb Types, a 4 band Kit EQ plus 3 band Master EQ
- At least 100 Preset Songs in a wide range of music styles
- An AUX IN jack to connect a CD player or an MP3 player

- Customizable rhythm and tone settings
- Recording function that lets you capture your own performances
- LCD display
- USB memory device support for easy storing and loading of files
- USB to Host for USB MIDI in and out

Technical specifications

Maximum Polyphony: 64 notes

Voices: Drum and percussion: at least 1,000, Melodies: 100

Effects: Reverb: 6, Chorus: 6, Variation: 42, Kit EQ: 4 band, Master

EQ: 4 bands

Drum kits: Preset: 50, User: all of which may be edited and overwritten

Sampling: Mono/Stereo: 96kHz

Sample formats: WAV, AIFF

14.ELECTRIC BASS GUITAR

Technical Specifications

Left-/Right-handed: Right-handed

Number of Strings: 5

Color: Transparent Brown

Body Material: Mahogany

Body Finish: Polyurethane

Neck Material: 5-piece maple/mahogany, bolt-on

Fingerboard Material: Rosewood,

Number of Frets: 24

Scale Length: At least 34"

Bridge/Tailpiece: Die-cast bridge

Tuners: Die-cast tuners

Number of Pickups: 2

Neck Pickup

Bridge Pickup

Controls: 1 x volume, 1 x balance, 1 x bass, 1 x middle, 1 x treble, 2-way passive/active switch

15.ELECTRIC RHYTHM AND SOLO GUITAR

Main Features

Same body material construction as the electric bass guitar

Carrying Case included

16. YAMAHA PROFESSIONAL LAPTOP BASED KARAOKE RECORDING SYSTEM (orEquivalent)

Main Features and Technical Specifications

- i. Artist/band recording, professional karaoke shows or recording your band or karaoke show live!
- ii. -System should include : custom laptop computer
- iii. Loaded with dj software-best & easiest karaoke & dj software ,free 1 year anti-virus software,free cdg conversion software,cdg to pc autoloading software
- iv. Lifetime pc to pc support and software ,free media software turns cpu into karaoke player for discs
- v. Hardware requirement:dual-core processor,ddr3-memory,1TB internal HD, USB 2.0 ports ,16" display ,10/100 network , 802.11b/g/n wireless, microsoft windows operating system

- vi. Karaoke laptop designed for karaoke and DJ gigs. 1 terra byte hard drive, powerful quad core processing, supports dual video displays, and includes karaoke software and DJ software.

Computer components:

- i. Quad-core processor
- ii. AMD A8
- iii. 8 GB ram memory
- iv. HD graphics card designed for karaoke and DJ
- v. Touch pad with on/off button and 2-way scroll pad
- vi. DDR3 memory

- Display:

- i.16" high-definition led with bright view

ii. Dual-display support, run PC DJ for performing on the TV

Storage devices:

a. 1 terabyte hard drive (1024 gig) for 200,000 song capacity.

- Interface ports:

- i. USB ports connectors yes
- ii. 1 15 pin d-sub connector for external vga monitor
- iii. 1 RJ-45 jack for ethernet lan
- iv. 1 DC power in jack
- v. 1 HDMI port

- Integrated audio:

- i. 1 1/8" mini-jack stereo for external speakers or headphones (line out)
- ii. 1 1/8" mini-jack for external microphone input
- iii. Built-in speakers

- Communications/networking:

- Wireless B+G+N
- Integrated 10/100Mbps ethernet

- Power:

- At least 40 WHr lithium-ion battery

Software:

- Latest release of PCDJ karaoke software featuring a built-in song book creator
- Windows 7 home premium 32 bit including all other windows updates installed the week it ships
- Adobe reader, adobe flash; cyber link DVD suite and more

(a) Included accessories:

- (b) Owner's manual installed on computer
- (c) CD with drivers and utility software

1 Ac adaptor/re charger Limited

warranty:

Warranty - manufacturer's one (1) year parts & labor Karaoke software

- i. PC karaoke software
- ii. PC disc jockey software
- iii. VGA to RCA converter – to hook up TV with a standard RCA cable
- iv. RCA adapter cable for hooking up your laptop to a DJ system or audio system with aux input.
- v. Professional installation of both karaoke and disc jockey software on the laptop
- vi. VGA to RCA converter

-Yamaha DXR10 10" 2-way active loudspeakers (2) or Equivalent 10" 2-way, bi-amp powered speaker, bass-reflex type
1100 watts output power

Yamaha MG10XU Mixing Console

- i. 10-Channel Mixing Console (4XLR/10 Line Input)
- ii. 24 High-Grade Digital Effects
- iii. USB Connectivity for 2-In / 2-Out Laptop Playback / Recording
- iv. 24-Bit / 192khz Capability
- v. Includes Cubase AI Digital Recording Software (Download Version)
- vi. Works with ipad (v2 or Later - Apple Camera Kit Required)

Audio 2000s AWM6456DU UHF Dual Wireless Handheld Mics (or equivalent)

- a. High-Quality Dual Wireless Mic System
- b. Dual-Diversity with 100 Adjustable Frequencies
- c. Built-In Charge Points on Mics
- d. UHF Bandwidth Transmission

Speaker Stands with Bag (PAIR)

17. CD/DVD LABEL PRINTER

PRINTER

Main Features:

AirPrint¹, Auto Duplex Printing, Auto Photo Fix II, Borderless Printing¹⁶, CD/DVD Printing, Document Printing, Easy PhotoPrint+¹⁷, Full HD Movie Print¹⁸, Google Cloud Print², Grayscale Printing, Image Cropping, Mopria Device Printing⁴, My Image Garden¹², Photo Direct Printing (Memory Card)¹⁴, Photo Printing, PRINT app⁶, PIXMA Cloud Link¹³, PIXMA Touch & Print (NFC)³, Quiet Mode, Red-Eye Correction, Special Filters , Wireless PictBridge¹⁵, Wireless Printing⁵

CD/DVD: Printable CD/DVD/Blu-ray Disc®

Chlorine-free paper can be used

Print Speed (up to):	4" x 6" Borderless Photo: Approx. 21 seconds ^{8,9}
Black:	ESAT: Approx. 15.0 ipm ^{8,9}
Color:	ESAT: Approx. 10.0 ipm ^{8,9}
Number of Nozzles:	Color: 5,632 / Pigment Black: 1,024 / Total: 6,656
Picoliter Size (color):	1, 2 and 5
Print Resolution (Up to):	Color: Up to 9600 x 2400 dpi ¹¹
Black:	Up to 600 x 600 dpi ¹¹
Ink Compatibility:	PGI-270 Pigment Black XL CLI-271 Cyan XL CLI-271 Magenta XL CLI-271 Yellow XL CLI-271 Gray XL CLI-271 Black XL PGI-270 Pigment Black CLI-271 Cyan CLI-271 Magenta CLI-271 Yellow

CLI-271 Gray
CLI-271 Black

Paper Sizes: 4" x 6", 5" x 7", 8" x 10", Letter, Legal, U.S. #10 Envelopes
Paper Compatibility: Plain: Plain Paper, High Resolution Paper
Super High Gloss: Photo Paper Pro Platinum
Glossy: Photo Paper Plus Glossy II, Photo Paper Glossy
Semi-Gloss: Photo Paper Plus Semi-Gloss, Photo Paper Pro Luster
Matte: Matte Photo Paper
Output Tray Capacity: Lower Cassette: 125 Sheets Plain Paper ,Upper Cassette: 20Sheets Photo Paper 4" x 6" OR 10 Sheets Photo Paper 5" x 7"

16. COPIER

Copy Features: 4-on-1 / 2-on-1 Copy, Auto Exposure Copy, Auto Photo Fix II, Borderless Copy, Disc Label Copy, Fade Restoration, Fit-to-Page, Frame Erase Copy, Preset Copy Ratios, Two-sided Copy

Copy Speed (up to) FCOT(Color): Approx. 19 seconds⁸

Reduction / Enlargement: 25% - 400%

17. SCANNER

Scanner Features: Auto Scan Mode¹⁹, Push Scan, Network Scan, Wireless Scanning

Scanning Element: Contact Image Sensor (CIS)

Max. Resolutions: Optical: 2400 x 4800 dpi¹⁰

Interpolated: 19,200 x 19,200 dpi¹⁰

Color Depth: 48-bit Input / 24-bit external

Max. Document Size: 8.5" x 11.7"

Photo Connect: Media Card Support SD™ Card

SDHC™ Card miniSD™ Card
miniSDHC™ Card microSD™

Card microSDHC™ Card

Memory Stick Duo™

Memory Stick PRO Duo™

Memory Stick Micro

GENERAL

Other Features Intelligent Touch System with 3.5" Touch LCD, 6-Color Ink System with Gray Ink, CREATIVE PARK PREMIUM20, Rated EPEAT Silver, Auto Power On/Off, Quiet Mode, Self-Opening Output Tray, Canon PRINT app6 , PIXMA Cloud Link13, QuickStart

OS Compatibility: Windows:21 Windows® 8, Windows 8.1, Windows 7, Windows 7 SP1, Windows Vista® SP1, Vista SP2, Windows XP SP3 32-bit

Mac: 22 Mac OS® X v10.7.5 - 10.10

Mobile Operating Systems: iOS®, Android, Windows RT23, and Amazon Fire devices24

Standard Interface: Hi-Speed USB

Ethernet

PictBridge (Wireless LAN)15

Wireless LAN (IEEE 802.11b/g/n)5

Memory Card Slots

NFC (PIXMA Touch & Print)3

Software Included PIXMA MG7720 Printer Driver

Scan Utility

Master Setup

My Printer (Windows Only)

Network Tool

My Image Garden¹²

Full HD Movie Print¹⁸, CREATIVE PARK PREMIUM²⁰,

Special Filters, Image Correction/Enhance, and scanning are accessed through My Image Garden

Quick Menu

Warranty 1-Year limited warranty with InstantExchange Program. 1-Year toll-free technical phone support.²⁵

18. CD/DVD DUPLICATOR

Minimum Technical Specifications

Key Technical Specifications

OS Compatibility:	None
Maximum Read Speeds:	DVD: 16x; CD: 52x
Maximum Rewrite Speeds:	DVD+/-RW: 8x; CD-RW: 32x
Maximum Write Speeds:	DVD+/-R: 24x; DVD+/-R DL: 10x; CD-R: 40x
Optical Media Supported:	DVD-ROM, DVD-R, DVD-Video, DVD-RW, DVD+RW, DVD+R9, CD-DA, CD-ROM, CD-ROM XA, Photo CD, CD-I, Video CD, CD Plus
System Requirements:	None
Warranty:	Parts 1 year, Labor 1 year limited
General	
Color Category:	Black
Compatibility:	Brand Compatibility; Not Applicable
Model Compatibility:	None
Feature:	Average Access Time; Not Applicable
Cache Buffer:	128 megabytes
Connection Type:	Internal
Interface(s):	USB 2.0, USB 3.0
Overall Maximum Write Speed:	24 times
Dimension:	Weight: 59 pounds

Other:

UPC , 739410810649

19. DISC LABEL SOFTWARE

Minimum Technical Specifications

Disc Label Software

Disc Labeling Features

- i. Create CD, DVD or Blu-Ray disk labels
- ii. Import your own photos to create personalized disc backgrounds and covers
- iii. Print on sticky labels, or directly onto printable discs*
- iv. Easily move and layer text and images to design labels
- v. Choose from a variety of text styles
- vi. Easily format, resize and align your text
- vii. Import track names directly from a CD in your disc drive
- viii. Change the background color of the disc
- ix. Manually adjust the printing position on a page

System Requirements

- Works on **Windows 7, XP, Vista, 8, 8.1 and 10**
- Works on **64 bit** Windows
- Mac OS X 10.4 or later

20. 25KVA CUMMINS ENGINE GENERATOR

Engine

- i. Type: Cummins
- ii. Closed canopy/ silent type
- iii. Base fuel tank: 50lts
- iv. Electronic governor
- v. High fuel efficiency
- vi. Reliable
- vii. Low pollutant emission

Alternator

- i. 3- phase, 4 wire
- ii. Frequency 50Hz
- iii. Power factor : 0.8 (lagging) or better
- iv. Frequency fluctuation : $\leq \pm 5\%$
- v. Voltage distortion : $< 4\%$
- vi. Waveform distortion: $\leq 5\%$

To be supplied along with the following;

- i. Battery charger
- ii. Power changeover switch for automatic connection in case of mains power supply failure
- iii. Circuit breaker
- iv. After sales service support.

SECTION VII – BILL OF QUANTITIES

ANNEX 2: ((I) BQS (KITUI SITE)

BILLS OF QUANTITIES FOR RENOVATIONS OF (RADIO MASHINANI) BUILDING AT KITUI COUNTY.					
ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
	THE WORKS WILL INCLUDE SUPPLY OF MATERIALS AND LABOUR AS SPECIFIED IN THE BQs AND DRAWINGS (ALL PRICES TO INCLUDE 16% VAT) .				
	1) MAIN BUILDING				
	1 (a) WALLS				
A	Remove walls as shown on the existing floor plan drawing.	15	SM		
B	Excavate for foundation trenches not exceeding 1.5m deep starting from ground level.	8	CM		
C	Return fill and ram excavated materials on site as directed.	5	CM		
D	Cart and spread surplus excavated materials on site as directed.	3	CM		
E	200mm thick strip foundation concrete works mix (1:2:4) reinforced with 3 no. Y 10 m.s reinforcement bars along the foundation trench and Y10 cross bars at 300mm c/c including binding wire.	1	CM		
F	Construct approved 200mm thick brick walling in cement and sand mortar (1:3) and to include the following: 25x3mm hoop iron every two courses and ensure proper curing.	40	SM		
G	Construct 200x200mm insitu lintel (1:2:4) on the openings to be shown comprising 4 No Y10 reinforcement bars with Y8 rings at 200mm c/c	14	LM		
H	200mm wide bituminous mineral based DPC.	7	LM		

J	Hardcore filling min.250mm	6	SM		
K	50mm thick murrum blinding	6	SM		
L	BRC A 65 reinforcement	6	SM		
M	100mm thick vibrated floor slab mix (1:2:4)	6	SM		
N	1000g polythene sheet DPM laid over hardcore and murrum blinding.	6	SM		
P	Insecticide treatment of the hardcore surface and around the building (Gladiator or Termidor)	30	SM		
Q	25mm thick plaster	120	SM		
R	Repair cracks on wall as shown	ITEM			
S	Create a 1.5x1.5m opening for observation window on the partition wall between the studio and the control room.	ITEM			
	TOTAL 01				
ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
	1 (b) ROOF				
A	Carefully remove the existing roof sheets and store as directed.	ITEM			
B	Using the existing timber work, reconstruct the roof as shown on the drawing making provision for additional timber where necessary. Anti termite treatment to the timber be done properly.	ITEM			
C	Supply and fix 28g prepainted roofing sheets with roofing nails and rubber caps.	110	SM		
D	Ridge and hip 28g	22	LM		

E	Valley 28g	5	LM		
F	200x25 fascia and verge boards	45	LM		
	1 (c) FLOOR				
G	25mm thick cement sand screed floor finish ready to receive floor tiles.	6	SM		
H	Repair floor surface screed where necessary to receive tiles and carpet in office/reception/verandah/corridor and control room/studio respectively.	ITEM			
J	Prepare the floor by hacking to get firm grip for tiles. Supply and fix 500x500 granito floor tiles in cement and adhesive mortar (3:1) and finally finish the joints with a recommended tile grouting.(office,reception,corridor and verandah)	30	SM		
K	Ditto 100mm high skirting along the wall	45	LM		
	1 (d) DOORS AND WINDOWS				
L	Remove windows size 1.2x1.2m shown on the existing floor plan and seal the openings with bricks and mortar mix (1:3). Plaster the surfaces both internally and externally to make the surfaces good.	5	NO		
M	Remove steel doors D1 and D2 and move them to replace timber doors D3 and D4.	2	NO		
N	Supply and fix 900X2100mm steel door complete with 50x50x3mm fixed angle frame, 16g m.s plate built into panels , 3lever lock, 3x200mm lockable tower bolt. Steel works to be red oxide primed.	1	NO		

P	10mm square bar mild steel burglar proofing grilles to approved pattern for windows size 1.2x1.2m	3	NO		
	SUB TOTAL 02				

ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
	1 (e) CEILING				
A	9mm thick chipboard ceiling on 50x75mm cypress brandering @ 600mm c/c and to include a standard size trap door.	70	SM		
B	75mm cypress timber well moulded cornice	80	LM		
	1 (f) PAINTING				
C	Prepare the ceiling surfaces and apply undercoat and 2-3 coats of brilliant white emulsion paint.	70	SM		
D	Prepare internal wall surfaces and apply undercoat and 2-3 coats of soft white silk vinyl matt finishing paint.	240	SM		
E	Prepare external wall surfaces and apply undercoat and 2-3 coats of soft white weather guard paint.	120	SM		
F	Prepare the steel doors and windows surfaces and apply undercoat and 2-3 coats of super gloss paint.	13	SM		
G	Prepare fascia and verge board surfaces and apply undercoat and 2-3 coats of super gloss paint.	10	SM		
	1 (g) PAVING SLABS				
H	Supply and lay on 50mm well compacted sand bed 600x600x50mm precast concrete paving slabs round the building.Joints to be finished with cement sand mortar (1:3)	55	SM		
	TOTAL 03				

ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
	2) CHAIN LINK FENCE				
A	Excavate 450X450X500mm holes to receive precast concrete posts and strut.	90	NO		
B	Supply and erect in mass concrete (1:3:6) 100x125mmx3.0m precast concrete posts @ 3.0m c/c. The posts to be cranked at 45° and to have 7 holes provision for 3no barbed wire and 4no strain wire.	70	PC		
C	Supply and erect in mass concrete (1:3:6) 100x125mmx2.6m precast concrete struts/braces @ 30.0m c/c and at corners.	20	PC		
D	Supply and fix 2.1m high x 14g chain link complete with 4no 8g galvanised straining wire.	200	LM		
E	Supply and fix 12 1/2G barbed wire 3NO strands	600	LM		
	3) PIT LATRINE				
F	Construct a pit latrine as per the drawing provided. Carefully study the drawing and build on the position to be shown	ITEM			
	4) RAINWATER GUTTERS.				
	Supply and fix:-				
G	150mm diameter heavy duty plastic gutters	32	LM		
H	150mm diameter stop end	2	NO		
J	Gutter joint union 150mm diameter	7	NO		
K	Gutter support brackets @900mm c/c	36	PC		
L	Gutter corner	2	PC		
M	100mm diameter pvc down pipes	20	LM		
N	Stop end with running outlet	2	PC		
P	100mm diameter pvc down pipe bend	4	PC		
Q	100mm diameter pvc down pipe shoe	2	PC		
R	Down pipe clips	12	PC		
	TOTAL 04				

ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
	5) WATER STORAGE TANK.				
A	Supply and place on well constructed raised concrete base a 10000ltr plastic water storage tank.This will include necessary fittings.	1	PC		
	6) WATER SUPPLY CONNECTION FROM MAINS				
	Supply and install piping including all necessary fittings to connect water to a point to be shown at the building from the public mains supply (distance =85m)	ITEM			
	TOTAL 05				

ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
	7) ELECTRICITY				
	Supply and install:-				
A	Single phase power meter	1	PC		
B	Double pole circuit breaker 10A	1	PC		
C	6 way consumer unit	1	PC		
D	5A circuit breakers	2	PC		
E	30A circuit breakers	4	PC		
F	5 ft earth rod	1	PC		
G	20mm ² conduits	20	PC		
H	25mm ² conduits	5	PC		
J	32mm ² conduits	1	PC		
K	20mm bend	20	PC		
L	25mm bend	6	PC		
M	Angle line 2"x2"	1	LM		
N	4ft recessed fitting	2	PC		
P	4ft fitting (single)	3	PC		

Q	Security light (LED) 50w	1	PC		
R	Twin socket outlets 13A	7	PC		
S	Spur switch 40A	1	PC		
T	2 gang switch	1	PC		
U	1 gang switch	6	PC		
V	Single deep pattress	8	PC		
W	Double deep pattress	7	PC		
X	6mm ² single cable (green)	5	LM		
Y	10mm ² single cable (red)	4	LM		
Z	15mm ² single cable (red)	200	LM		
	TOTAL 06				

ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
	ELECTRICITY (CONT)				
A	1.5mm ² single cable (red)	200	LM		
B	1.5mm ² single cable (black)	140	LM		
C	1.5mm ² single cable (green)	140	LM		
D	2.5mm ² singles (red)	110	LM		
E	2.5mm ² singles (black)	110	LM		
F	2.5mm ² singles (green)	110	LM		
G	4mm ² singles (red)	30	LM		
H	4mm ² singles (black)	30	LM		
J	4mm ² singles (green)	30	LM		
K	Through boxes 20mm ²	10	PC		
L	2ft fitting	1	PC		
	TOTAL 07				

ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
	8) GENERATOR HOUSE				
A	Excavate for foundation trench not exceeding 1.5m deep.	10	CM		
B	Return fill and ram excavation materials on site as directed.	4	CM		
C	Cart away and spread surplus excavated materials on site as directed	3	CM		
D	Strip foundation concrete works mix 1:2:4 and 200mm thick.	2	CM		
E	Construct Approved 200mm thick x 1.0m high natural stone walling in cement and sand mortar (1:4)	16	SM		
F	Hardcore filling min. 300mm deep	13	SM		
G	50mm thick murrum blinding	13	SM		
H	150mmthick vibrated RC slab mix: 1:2:4	15	SM		
J	BRC A 65 Reinforcement	15	SM		
K	25mm Cem.Sand Screed floor finish smoothed with steel float	15	SM		
L	1000g polythene sheet DPM laid over hardcore and murrum blinding.	15	SM		
M	Insecticide treatment of the hardcore surface (Gladiator or Termidor)	16	SM		
N	Supply and lay 150mm wide bituminous mineral based DPC 150mm above ground level.	16	LM		
P	Construct approved 150mm thick machine cut stone wall including vent blocks in cement and sand mortar (1:3) and to include the following: 25x3mm hoop iron every two courses and ensure proper curing.	35	SM		
Q	Construct 150x300mm insitu lintel (1:2:4) on the door opening comprising 4 No Y10 reinforcement bars with Y8 rings at 200mm c/c	3.5	LM		
R	50X100mm antitermite treated cypress timber wall plate	9	LM		

S	50X100mm antitermite treated cypress timber for rafters, tie beam and truss	60	LM		
T	50x75mm antitermite treated cypress timber for purlins	35	LM		
U	25x200mm cypress timber for fascia/verge boards	25	LM		
V	Supply and fix 28g prepainted roofing sheets with roofing nails and rubber caps.	30	SM		
W	28g ridge	5	LM		
	TOTAL 08				

ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
	GENERATOR HOUSE (CONT)				
A	25mm thick cement sand internal wall surface plaster (1:3)	35	SM		
B	Allow for neat horizontal key on the external surface of the walls.	35	SM		
C	Prepare internal wall surfaces and apply undercoat and 2-3 coats of soft white silk vinyl matt finishing paint.	35	SM		
D	Prepare fascia and verge board surfaces and apply undercoat and 2-3 coats of super gloss paint.	5	SM		
E	Supply and fix double door as per the provided detailed drawing.All steel work to be primed with grey/red oxide.	ITEM			
F	Prepare the steel door surfaces and apply undercoat and 2-3 coats of super gloss paint.	9	SM		
	TOTAL PAGE 09				

ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
	SUMMARY				
1	MAIN BUILDING				
	a) WALLS				
	b) ROOF,FLOORS & DOORS/WINDOWS				
	c) FLOOR				
	d) DOORS AND WINDOWS				
	e) CEILING				
	f) PAINTING				
	g) PAVING SLABS				
2	CHAIN LINK FENCE				
3	PIT LATRINE				
4	RAIN WATER GUTTERS				
5	WATER STORAGE TANK				
6	WATER SUPPLY PIPING AND CONNECTION				
7	ELECTRICITY				
8	GENERATOR HOUSE				
	GRAND TOTAL				

ANNEX2 ((II) BQS (KIRWARA-GATANGA SITE)

BILLS OF QUANTITIES FOR RENOVATIONS OF A PROPOSED (RADIO MASHINANI) BUILDING AT KIRWARA --GATANGA CONTITUENCY .					
ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
	THE WORKS WILL INCLUDE SUPPLY OF MATERIALS AND LABOUR AS SPECIFIED IN THE BQs AND DRAWINGS (ALL PRICES TO INCLUDE 16% VAT) .				
	1) MAIN BUILDING (RENOVATIONS)				
1	Remove the wall as shown on the existing floor plan drawing.	10	SM		
2	Construct an approved 200mm thick machine cut stone walling in cement and sand mortar (1:3) and to include the following: 25x3mm hoop iron every two courses and ensure proper curing.Include a 0.9x2.4m door opening to control room.	10	SM		
3	200x300mm r.c beam (1:2:4) comprising 4 No Y12 reinforcement bars with Y8 rings at 200mm c/c	11	LM		
4	Remove windows size 1.2x2.0m shown on the existing floor plan and seal the openings with machine cut stone wall same thickness as the existing wall. (mortar mix 1:3). Plaster/key point the surfaces both internally and externally to make the surfaces good as existing.	3	NO		
5	Ditto but for windows size 1.8x2.0m	2	NO		
6	Ditto but for window size 2.35x2.0m	1	NO		
7	Remove door D1 size 1.45x2.4m shown on the existing floor plan and seal the openings with machine cut stone wall same thickness as the existing wall. (mortar mix 1:3). Plaster/key point the surfaces both internally and externally to make the surfaces good as existing.	1	NO		
8	Ditto but for doors D2 and D3 size 0.9x2.4m	2	NO		
9	Create a 1.5x1.5m opening for observation window on the partition wall between the studio and the control room as shown on the proposed studio layout plan.	1	NO		
10	Create 0.9x2.4m openings entry to the studio and control room as shown on the proposed studio layout plan.	2	NO		
	SUB TOTAL 01				

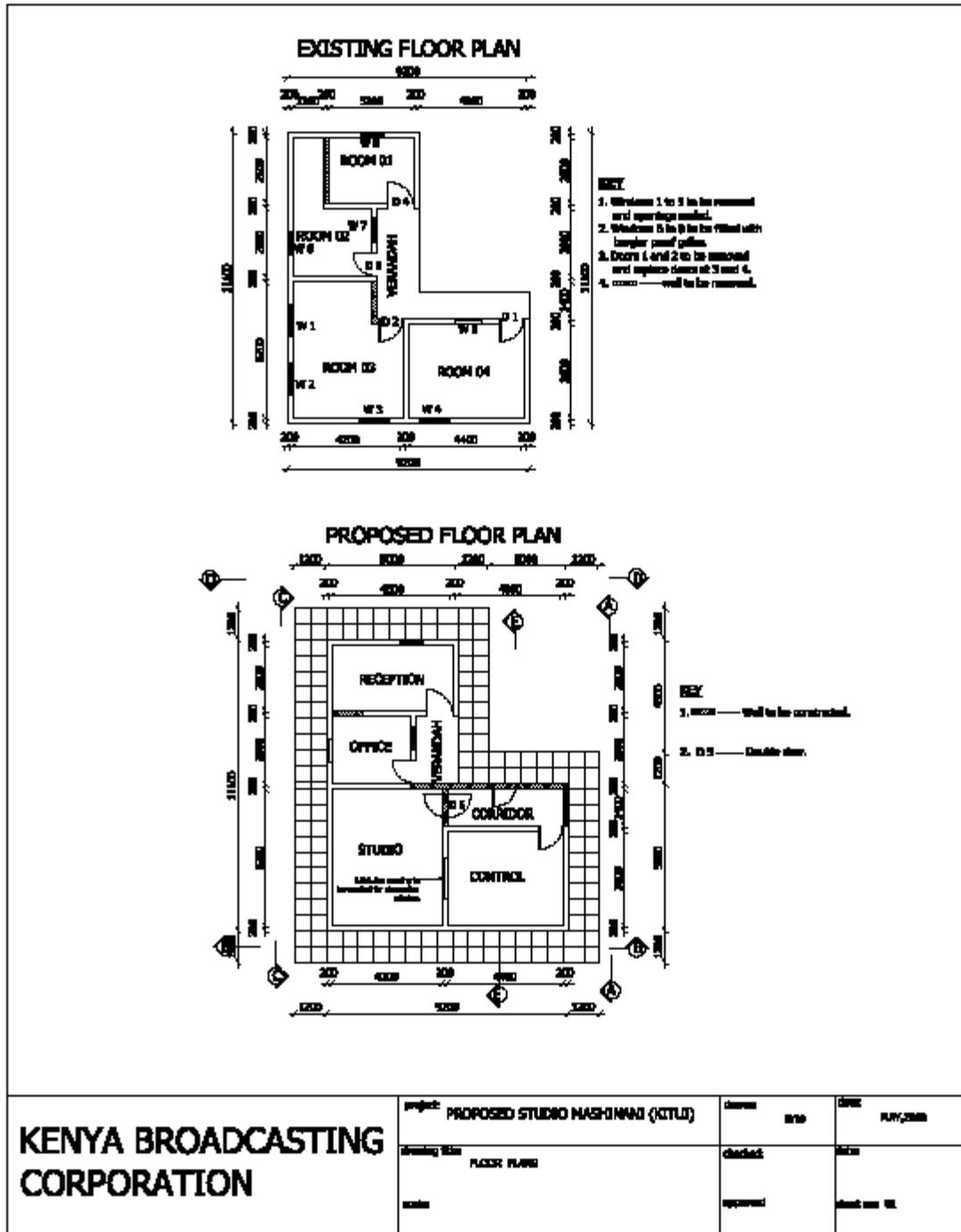
ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
	PAINTING (All to be high quality paint)				
1	Prepare the ceiling surfaces and apply undercoat and 2-3 coats of brilliant white emulsion paint.	200	SM		
2	Prepare internal wall surfaces and apply undercoat and 2-3 coats of soft white silk vinyl matt finishing paint.	650	SM		
3	Prepare external wall surfaces and apply undercoat and 2-3 coats of soft white weather guard paint.	40	SM		
4	Prepare door surfaces (both sides) and apply undercoat and 2-3 coats of super gloss paint .	60	SM		
5	Prepare window surfaces (both sides) including burglar proofing and apply undercoat and 2-3 coats of super gloss paint .	110	SM		
6	Prepare fascia and verge board surfaces and apply undercoat and 2-3 coats of super gloss paint.	80	LM		
7	Prepare eaves surfaces and apply undercoat and 2-3 coats of super gloss paint.	42	SM		
8	Allow a provisional sum for minor repairs/replacement of plumbing fittings and iron mongery.	ITEM			
	SUB TOTAL 02				
ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
	2) ELECTRICAL WORKS				
	Supply and install:-				
1	7 way consumer unit	1	PC		
2	32A circuit breakers	4	PC		
3	6A circuit breakers	2	PC		
4	4ft recessed fitting	3	PC		
5	2 ft fitting	2	PC		
6	Twin socket outlets 13A	5	PC		
7	1 gang switch	3	PC		
8	2 gang switch	1	PC		

9	Security light (LED) 50w	4	PC		
10	Photocell	1	PC		
11	Spur switch 40A	2	PC		
12	1.5mm ² single cable (red)	200	LM		
13	1.5mm ² single cable (black)	140	LM		
14	1.5mm ² single cable (green)	140	LM		
15	2.5mm ² singles (red)	90	LM		
16	2.5mm ² singles (black)	90	LM		
17	2.5mm ² singles (green)	90	LM		
18	4mm ² singles (red)	50	LM		
19	4mm ² singles (black)	50	LM		
20	4mm ² singles (green)	50	LM		
21	6mm ² single cable (green)	5	LM		
22	6mm ² pvc twin with earth cable	30	LM		
23	20mm ² conduits	30	PC		
24	5 ft earth rod	1	PC		
25	20mm bend	20	PC		
26	Double deep pattress	5	PC		
27	Single deep pattress	3	PC		
28	32mm ² conduits	4	PC		
29	Through boxes 20mm ²	6	PC		
30	20mm couplers	20	PC		
	SUB TOTAL 03				
ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
	3) GENERATOR HOUSE				
1	Excavate for foundation trench not exceeding 1.5m deep.	10	CM		
2	Return fill and ram excavation materials on site as directed.	4	CM		
3	Cart away and spread surplus excavated materials on site as directed	3	CM		
4	Strip foundation concrete works mix 1:2:4 and 200mm thick.	2	CM		

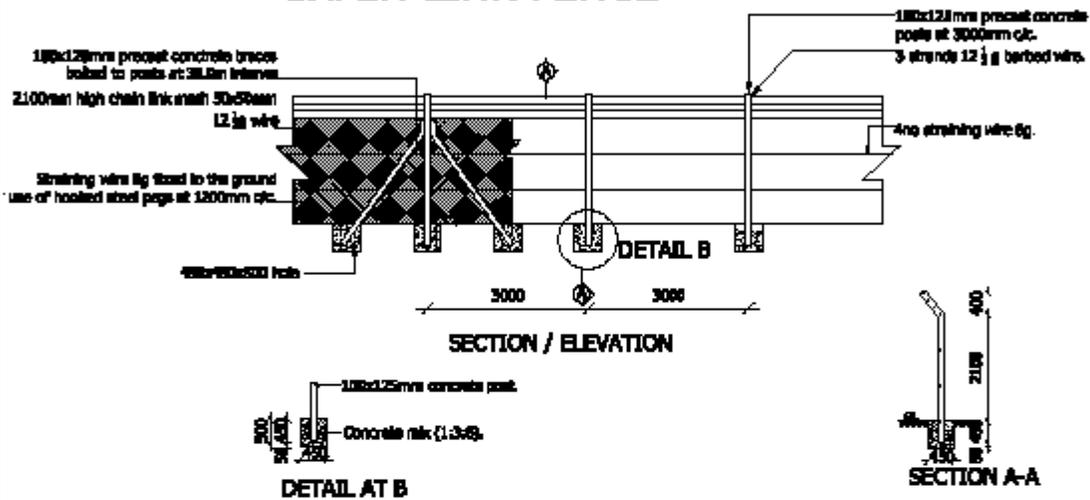
5	Construct Approved 200mm thick x 1.0m high natural stone walling in cement and sand mortar (1:4)	16	SM		
6	Hardcore filling min. 300mm deep	13	SM		
7	50mm thick murrum blinding	13	SM		
8	150mmthick vibrated RC slab mix: 1:2:4	15	SM		
9	BRC A 65 Reinforcement	15	SM		
10	25mm Cem.Sand Screed floor finish smoothed with steel float	15	SM		
11	1000g polythene sheet DPM laid over hardcore and murrum blinding.	15	SM		
12	Insecticide treatment of the hardcore surface (Gladiator or Termidor)	16	SM		
13	Supply and lay 150mm wide bituminous mineral based DPC 150mm above ground level.	16	LM		
14	Construct approved 150mm thick machine cut stone wall including vent blocks in cement and sand mortar (1:3) and to include the following: 25x3mm hoop iron every two courses and ensure proper curing.	35	SM		
15	Construct 150x300mm insitu lintel (1:2:4) on the door opening comprising 4 No Y10 reinforcement bars with Y8 rings at 200mm c/c	3.5	LM		
16	50X100mm antitermite treated cypress timber wall plate	9	LM		
17	50X100mm antitermite treated cypress timber for rafters, tie beam and truss	60	LM		
	SUB TOTAL 04				
ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
	GENERATOR HOUSE (CONT)				
1	50x75mm antitermite treated cypress timber for purlins	35	LM		
2	25x200mm cypress timber for fascia/verge boards	25	LM		
3	Supply and fix 28g prepainted roofing sheets with roofing nails and rubber caps.	30	SM		
4	28g ridge	5	LM		

5	25mm thick cement sand internal wall surface plaster (1:3)	35	SM		
6	Allow for neat horizontal key on the external surface of the walls.	35	SM		
7	Prepare internal wall surfaces and apply undercoat and 2-3 coats of soft white silk vinyl matt finishing paint.	35	SM		
8	Prepare fascia and verge board surfaces and apply undercoat and 2-3 coats of super gloss paint.	5	SM		
9	Supply and fix double door as per the provided detailed drawing.All steel work to be primed with grey/red oxide.	ITEM			
10	Prepare the steel door surfaces and apply undercoat and 2-3 coats of super gloss paint.	9	SM		
	SUB TOTAL 05				
ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
	SUMMARY				
1	MAIN BUILDING				
2	ELECTRICITY				
3	GENERATOR HOUSE				
	GRAND TOTAL				

SECTION VII – DRAWINGS

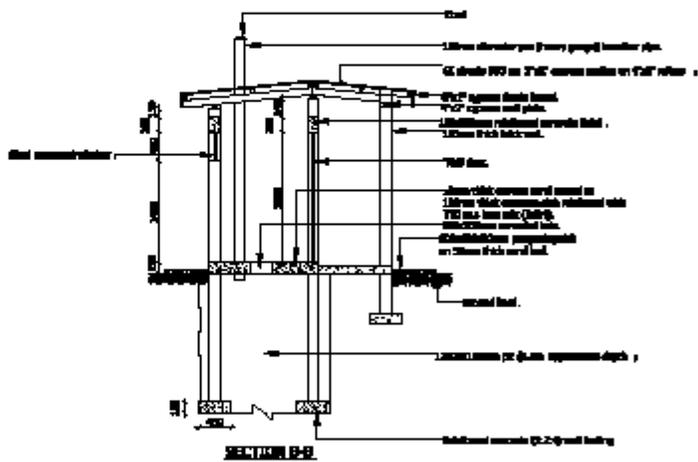
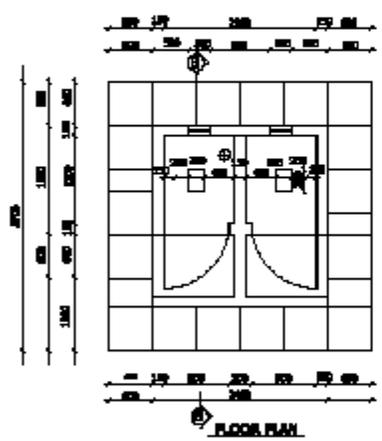
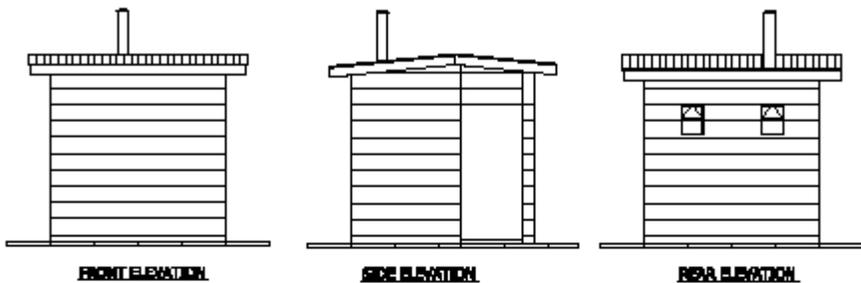


CHAIN LINK FENCE



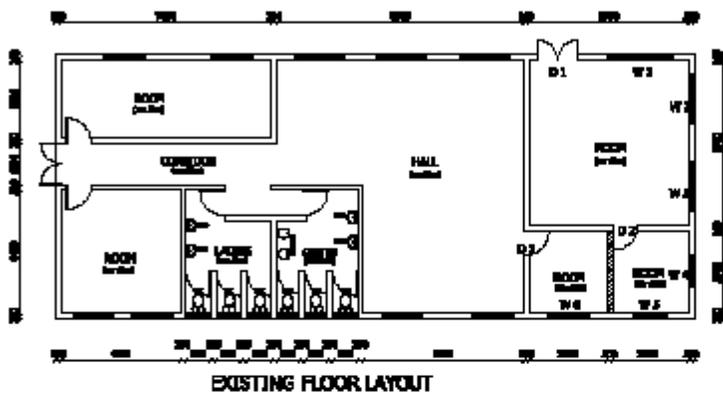
KENYA BROADCASTING CORPORATION	project PROPOSED STUDIO MASHIMANI (KTCU)	client KTU	date MAY, 2008
	drawing title CHAIN LINK FENCE	standard	sheet
	scale	approved	sheet no. 01

PIT LATRINE



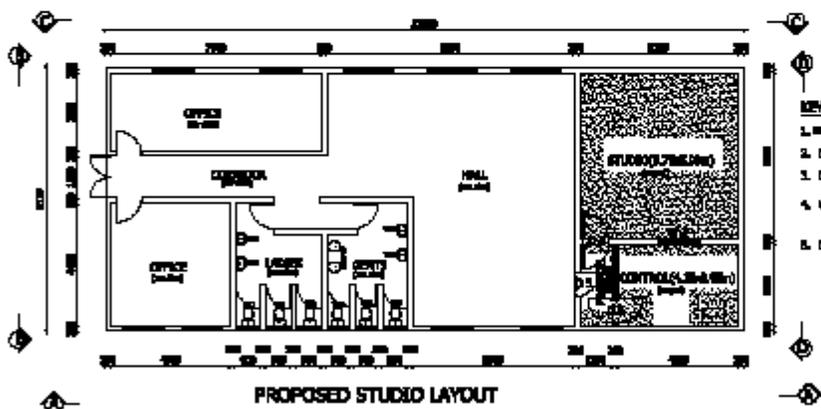
KENYA BROADCASTING CORPORATION

project	PROPOSED STUDIO MASHENANI (KITUI)	client	Kenya	date	MAY 2009
drawing title	PIT LATRINE	drawn by		scale	
author		approved		sheet no.	01



- KEY**
- 1. Windows 1 to 6 to be removed and openings sealed.
 - 2. Doors 2, 3, and 5 to be removed and openings sealed.
 - 3. Corrs — walls to be removed.

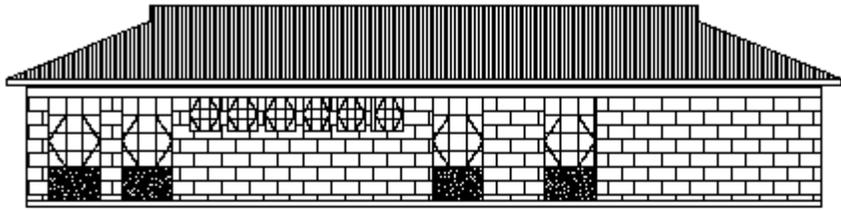
EXISTING FLOOR LAYOUT



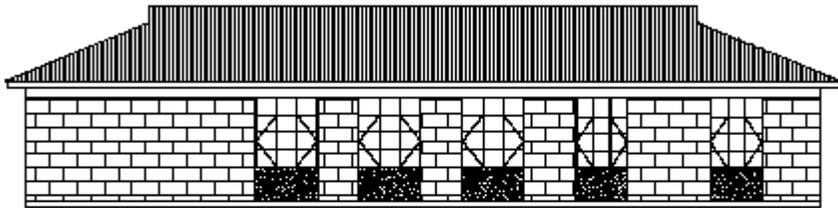
- KEY**
- 1. Walls — Wall to be constructed.
 - 2. Doors D4 and D5 — Four doors (Double).
 - 3. Door D3 — New door (Single).
 - 4. Window 7 — New window size 1.8x2.5m (Double glass).
 - 5. Doors D6 — Door opening to be included during wall construction.

PROPOSED STUDIO LAYOUT

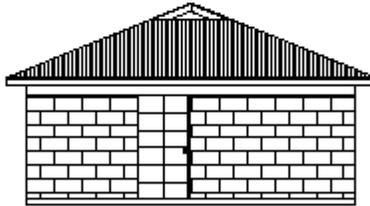
<h1>KENYA BROADCASTING CORPORATION</h1>	<p>Project: PROPOSED STUDIO MASHINANI (KIRINYA) -GATANGA CONSTITUENCY.</p>	<p>Drawn: WMA</p>	<p>Client: PARLIAMENT</p>
	<p>Working Title: FLOOR PLANS</p>	<p>Checked: WMA</p>	<p>Scale: AS SHOWN</p>



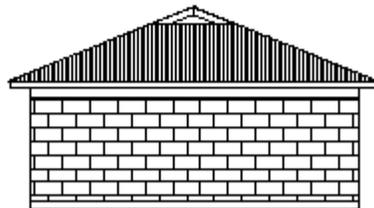
ELEVATION A-A



ELEVATION C-C



ELEVATION B-B



ELEVATION D-D

**KENYA BROADCASTING
CORPORATION**

project: PROPOSED STUDIO MASHOMAI (KIRWARA) -GATANGA
CONSTITUENCY.

drawing title: architectural

scale:

drawn
B/S

checked:

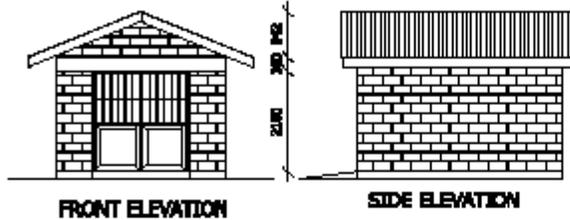
approved:

client
KABC

date:

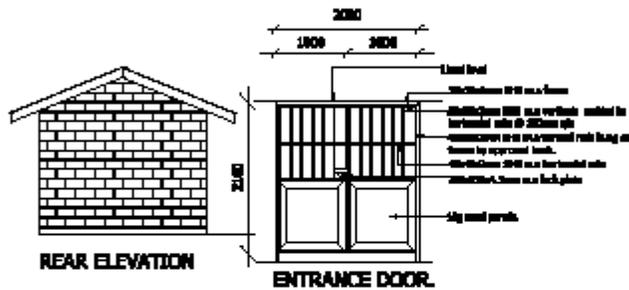
sheet no: 02

GENERATOR HOUSE



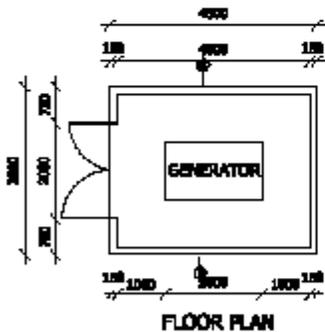
FRONT ELEVATION

SIDE ELEVATION

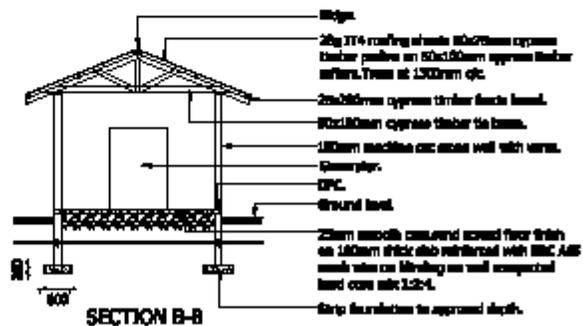


REAR ELEVATION

ENTRANCE DOOR.



FLOOR PLAN



SECTION B-B

KENYA BROADCASTING CORPORATION

project:	PROPOSED STU/DOD MASH/DANE (KOR/MARA) -GKTRANGA CONSTITUENCY.	drawn:	ms	date:	19/03/2008
drawing title:	GENERATOR HOUSE	checked:	ms		
scale:		approved:		sheet no.:	01

ANNEX 3

KBC SITE VISIT CERTIFICATE

PROJECT.....

QUOTATION/TENDER NO

This is to certify that:- M/s.....for
.....Contractors visited the site for the proposed works for
familiarization of the nature of the works expected.

For the Contractor

Signature.....Date.....

For KBC

Signature.....Designation.....

Date.....

SECTION VI Evaluation Criteria

Evaluation shall be divided into three stages as follows

		SCORE
Stage 1	Preliminary	Mandatory requirements
Stage 2	Technical	80
Stage 3	Financial	20

STAGE 1 - PRELIMINARY EVALUATION.

Mandatory Requirements

- Bid security/tender securing declaration form
- VAT/ PIN certificate
- KRA Valid Tax compliance Certificate
- Certificate of Incorporation
- Audited account for the last three years

Only the tenders that MEET all the Mandatory Requirements shall proceed to the Technical Evaluation

	Score
COMPLIANCE WITH TECHNICAL SPECIFICATIONS AND PROVISION OF BROCHURES & SUPPORTING MATERIALS	55
COMPETENCE & SKILLS OF RELEVANT KEY PERSONELL (include CV's)	10
EXPERIENCE (RECENT) IN SIMILAR WORKS	10
WORKPLAN	5

Only the Bids that get over 80 % in the Technical evaluation shall proceed to the Financial Evaluation stage.

STAGE 3 - FINANCIAL EVALUATION

FINANCIAL ($P_c = L_p / P \times 20$ Where, P_c = percentage allocated to price P and L_p = lowest stage 2 price)	20
---	-----------

SECTION VII – STANDARD FORM

- i. Form of Invitation for Tenders
- ii. Form of Tender
- iii. Letter of Acceptance
- iv. Form of Tender Security
- v. Performance Bank Guarantee
- vi. Bank Guarantee for Advance Payment
- vii. Qualification Information
- viii. Tender Questionnaire
- ix. Confidential Business Questionnaire
- x. Statement of Foreign Currency Requirement
- xi. Details of Sub-Contractor
- xii. Tender-Securing Declaration Form

FORM OF TENDER

Date **23rd April 2019**

TO: The Managing Director,
Kenya Broadcasting Corporation,
P.O, Box 30456-00100,
NAIROBI

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 repair works komarock tx station fence 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 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 SECURITY

WHEREAS(hereinafter called “the Tenderer”) has submitted his tender dated for Radio studio mashinani project in Kitui and Muranga counties.

KNOW ALL PEOPLE by these presents that WE having our registered office at(hereinafter called “the Bank”), are bound unto at Kenyan Broadcasting Corporation in the sum of Kshs..... for which payment well and truly to be made to the said Corporation, the Bank binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this Day of20.....

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 his 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 up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the said date.

[date]

[signature of the Bank]

[witness]

[seal]

PERFORMANCE BANK GUARANTEE

To; Managing Director,
Kenya Broadcasting Corporation,
P. O. Box 30456-00100,
NAIROBI

Date.....

Dear Sir,

WHEREAS _____(hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No.14/KBC/2018-19 dated..... for Radio studio mashinani project in Kitui and Muranga Counties. (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

BANK GUARANTEE FOR ADVANCE PAYMENT

To:Managing Director,
Kenya Broadcasting Corporation,
P. O. Box 30456-00100,
NAIROBI Gentlemen,

Date.....

Ref: _____ [name of Contract]

In accordance with the provisions of the Conditions of Contract of the above-mentioned Contract, We, _____ [name and Address of Contractor] (hereinafter called “the Contractor”) shall deposit with _____ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Contract in an amount of Kshs. _____ [amount of Guarantee in figures] Kenya Shillings _____ [amount of Guarantee in words].

We, _____ [bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ [name of Employer] on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding Kshs _____ [amount of Guarantee in figures] Kenya Shillings _____ [amount of Guarantee in words], such amount to be reduced periodically by the amounts recovered by you from the proceeds of the Contract.

We further agree that no change or addition to 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 _____ [name of Employer] and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

No drawing may be made by you under this guarantee until we have received notice in writing from you that an advance payment of the amount listed above has been paid to the Contractor pursuant to the Contract.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ (name of Employer) receives full payment of the same amount from the Contract.

Yours faithfully,
Signature and Seal _____
Name of the Bank or financial institution _____
Address _____
Date _____
Witness:

Name: _____
Address: _____
Signature: _____
Date: _____

QUALIFICATION INFORMATION

1. Individual Tenderers or Individual Members of Joint Ventures

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

Place of registration: _____

Principal place of business _____

Power of attorney of signatory of tender _____

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

Year	Volume	
	Currency	Value

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

Project name	Name of client Type and contact Person year o	of work Value of performed and f completion	Contract
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	

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

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

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

Position	Name	Years of experience (general)	Years of experience in proposed position
Project Manager			
_____	_____	_____	_____
_____	_____	_____	_____
(etc.)	_____	_____	_____

Financial reports for the last five years: balance sheets, profit and loss statements, auditor's reports, etc. List below and attach copies.

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

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

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

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

2 Joint Ventures

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

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

Attach the power of attorney of the signatory(ies) of the tender authorizing signature of the tender on behalf of the joint venture

Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that:

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

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 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

Make copy and deliver to: _____ (Name of Employer)

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 2 (d) 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: K. pound.....

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:

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
1.
2.
3.

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:

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details*</i>	<i>Shares</i>
1.
2.
3.
4.

Part 2(d) – Interest in the Firm:

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

I certify that the information given above is correct.

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

- Attach proof of citizenship

CURRENCY REQUIREMENTS

(See Clause 23] of the Conditions of Contract)

In the event of our Tender for the execution of _____
_____ (*name of Contract*) being accepted, we would require in
accordance with Clause 21 of the Conditions of Contract, which is attached hereto, the
following percentage:

(Figures)..... (Words).....

of the Contract Sum, (Less Fluctuations) to be paid in foreign currency.

Currency in which foreign exchange element is required:

.....

Date: The Day of 20.....

Enter 0% (zero percent) if no payment will be made in foreign currency.

Maximum foreign currency requirement shall be _____(percent) of the
Contract Sum, less Fluctuations.

(Signature of Tenderer)

DETAILS OF SUB-CONTRACTORS

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

Failure to comply with this requirement may invalidate the tender.

- (1) Portion of Works to be sublet

 - [i] Full name of Sub-contractor and address of head office:
 -
 - (ii) Sub-contractor's experience of similar works carried out in the last 3 years with Contract value:
 -

- (2) Portion of Works to sublet:

 - (i) Full name of sub-contractor and address of head office:
 -
 - (ii) Sub-contractor's experience of similar works carried out in the last 3 years with contract value:
 -

[Signature of Tenderer)

Date

Tender-Securing Declaration (Mandatory)

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

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

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

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

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for Tendering in any contract with the Procuring Entity for the period of time of *[insert **number of months or years**]* starting on *[insert **date**]*, if we are in breach of our obligation(s) under the Tender conditions, because we;

- a) Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender;
or
- b) Having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender validity,
 - (i). Fail or refuse to execute the Contract, if required, or
 - (ii). Fail or refuse to furnish the Performance Security, in accordance with the ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of;

- 1) Our receipt of your notification to us of the name of the successful Tenderer; or
- 2) Thirty days after the expiration of our Tender.
- 3)

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Tender Securing Declaration]*

Name: *[insert complete name of person signing the Tender Securing Declaration]*

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

Dated on _____ day of _____, _____ *[insert date of signing]*

Corporate Seal (where appropriate)