

PROPOSED RESIDENTIAL HOUSE FOR
THE SPEAKER OF THE COUNTY
ASSEMBLY OF KILIFI ON PLOT NO 328
CHEMBE/ KIBABA, KILIFI COUNTY

SPECIFICATIONS AND BILL OF QUANTITIES
FOR STRUCTURED CABLING INSTALLATION
WORKS

CLIENT:

COUNTY ASSEMBLY OF KILIFI,
P.O. BOX 332 - 80200
MALINDI.

ARCHITECTS:

WHINTTO ARCHITECTS (K) LTD
P.O. BOX 89253 - 80100,
MOMBASA.

LANDSCAPE ARCHITECTS:

NOOR LANDSCAPE CONSULTANTS LTD,
P.O. BOX 36874 - 00200,
NAIROBI.

QUANTITY SURVEYORS

SHELTA COST SOLUTIONS LTD,
P.O. BOX 12827 - 00400,
NAIROBI.

CIVIL & STRUCTURAL ENG.

UTMOST ENGINEERING CONSULTANTS
P.O. BOX 83660 - 80100,
MOMBASA.

ENVIRONMENTAL EXPERTS

GLOBAL EHS CONSULTING,
P.O. BOX ,
NAIROBI.

SERVICES ENGINEERS

GEDOX ASSOCIATES LTD,
P.O. BOX 64441 - 00620,
NAIROBI.

OCTOBER 2018

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INSTRUCTION TO TENDERERS

1. Tenders shall be submitted on the form of tender attached hereto and all blanks in this form and in the schedules attached to the specification shall be completed.
2. No alteration shall be made on the form of tender or in the specification and schedules.
3. The tenderer (whether his tender is accepted or not) and all other recipients of the specification and documents shall treat the details of specification and the documents attached thereto as private and confidential.
4. The employer does not bind himself to accept the lowest or any tender and will not be responsible for or pay for expenses or losses which may be incurred by any tenderer in the preparation of his tender.
5. It will be presumed that the tenderer will have visited the site, and to have taken into consideration any special difficulties and requirements not referred to herein but associated with a new plant being installed to serve new or existing buildings, as the case may be, and to have made allowance for such in this tender.
6. All tenderers shall return tender and all accompanying documents duly completed and enclosed in a sealed envelope marked: -

**“TENDER FOR STRUCTURED CABLING INSTALLATION WORKS FOR
PROPOSED RESIDENTIAL HOUSE FOR THE SPEAKER OF THE COUNTY
ASSEMBLY OF KILIFI ON PLOT NO 328 CHEMBE/ KIBABA, KILIFI COUNTY.”**

The tender must be received at the address and the day stated in the covering letter.

Tenders received later than the date specified shall not be considered.

7. All items of additional information, issued to tenderers prior to the time for closing the bids, shall become a part of the Contract Documents and shall be included in the proposals.
8. The tenderer shall, where applicable, provide leaflets and catalogues giving technical and physical details of the fittings being offered by him as an integral part of his bid.
9. Unless otherwise specified in the particular specification, Tenderers shall assume that all fittings required will be Import Duty Paid.

FORM OF TENDER

Dear Sir/Madam

RE: PROPOSED RESIDENTIAL HOUSE FOR THE SPEAKER OF THE COUNTY ASSEMBLY OF KILIFI ON PLOT NO 328 CHEMBE/ KIBABA, KILIFI COUNTY”

Having examined and understood all the drawings, specifications, conditions of contract, Bill of Quantities and all other relevant documents for the above works and having obtained all the necessary information affecting this tender, we the undersigned hereby offer to execute and complete to the satisfaction of the Engineer the whole **Structured Cabling Installation works** herein stated for the sum of Kenya Shillings: -

.....

(KSHS: -)

We undertake, if this tender is accepted to execute a formal Contract Agreement with the Client in the terms shown in tender documents and to submit the name of an approved surety who will be willing to be bound to the client for the said works in an amount equal to 10% of the Contract amount.

We understand and agree that the employer is not bound to accept the lowest or any tender.

Our offer is valid for acceptance within ninety (90) days from the date of this tender.

Signed: Date:

Completion Period:

Name and Address with Official Stamp:

Witness:

Signed:

Address:

Date:

FORM OF BOND

To be used with Agreement and Schedule of Conditions of Building Contract.

KNOW ALL MEN BY THESE PRESENTS that we _____ SURETY)

of _____

ARE BOUND to (MAIN-CONTRACTOR)

of _____

in the sum of Kenya Shillings. _____

_____ (Kshs. _____)

to be paid by us to the said _____ (MAIN-CONTRACTOR)

WHEREAS by an agreement in writing dated _____

(SUB-CONTRACTOR) of _____

Sub-Contracted with the said _____ (MAIN-CONTRACTOR)

to (description of works) _____

in the said agreement particularly described and conformable thereto. NOW THE condition of the above written

bond is such that if the said _____ (SUB-CONTRACTOR),

his/their executors, administrators or assignees shall conform to the said agreement then the above written bond to be void otherwise to remain in full force. Provided always and it is hereby agreed and declared that the liability of us to the said _____ (SURETY)

under the above-written bond shall not in any way be discharged or impaired by reason of or any breach or breaches (willful or otherwise) of the said agreement committed with or without the knowledge or consent of the said _____ (SUB-CONTRACTOR)

by or on behalf of with the knowledge or consent of the said

_____ (MAIN-CONTRACTOR)

In witness whereof we have hereunto set our hands this _____ day of _____

One Thousand Nine Hundred and _____

Witness

Surety. Authorized by power of Attorney.
(No. _____)

Sirs,

DEFINITION OF TERMS

Throughout this document, the following terms shall be interpreted as follows:-

Employer:	COUNTY ASSEMBLY OF KILIFI, P.O. BOX 332 - 80200 <u>MALINDI.</u>
Architect:	WHINTTO ARCHITECTS (K) LTD P.O. BOX 89253 - 80100, <u>MOMBASA</u>
Landscape Architect:	NOOR LANDSCAPE CONSULTANTS LTD, P.O. BOX 36874 - 00200, <u>NAIROBI.</u>
Quantity Surveyor:	SHELTA COST SOLUTIONS LTD, P.O. BOX 12827 - 00400, <u>NAIROBI</u>
Civil/Structural: Engineers.	UTMOST ENGINEERING CONSULTANTS, P.O. BOX 83660 - 80100, <u>MOMBASA</u>
Environmental Expert:	GLOBAL EHS CONSULTING, P.O. BOX, <u>NAIROBI</u>
Services Engineers:	GEDOX ASSOCIATES P.O. BOX 64441 - 00620 <u>NAIROBI</u>

Contractor:

Shall mean the person or persons partnership, company whose Tender for this work has been accepted and Who has signed a Contract Agreement with the Main Contractor of which this document is forming part, and shall include his or their legal personal representatives or successors.

Contract Works:

Shall mean all the portion of the work, materials and articles, whether the same is to be used in the execution of this contract and whether the same may be on site or not.

2. **Site:**

The site of the proposed works is **ON PLOT NO 328 CHEMBE/ KIBABA, KILIFI COUNTY**

3. **Contract**

The successful tenderer will be appointed as a nominated Sub-Contractor to the main contractor under the latest edition of the Agreement and Association of Buildings Sub-contract published by the Kenya Association of Building and Civil Engineering Contractors.

The particular and preliminaries of the Bills of Quantities for the main contract where appropriate shall apply equally to the sub-Contractor who is to examine these sections of the Bills and allow for all costs incurred.

4. **Appendix to the Schedule of conditions of Main contract**

The appendix to the Conditions of Main Contract has been completed as Follows: -

Defects liability period Clause 15,16 and 30	6 months from certified practical completion of works.
Date of possession) clause 21)	In accordance with the Main Contractor's Program
Date of practical) Completion) clause 22)	In accordance with the Main Contractor's Program
Liquidated and Ascertained Damages clause 30 (3).	Shilling Sixty Thousand per week or part thereof
Percentage of certified Value retained clause 30 (3)	10%
Limit of retention fund clause 30 (3)	To be inserted at a sum equivalent of 10% of the contract sum.
Period of final measurement and valuation clause (30(5)	6 months from certified practical completion of the works.
Name of surety in standard form of bond clause 31.	To be inserted at a Tender sum
Amount of surety clause 31	10% of contracts sum

5. **Bond**

All tenderers will submit the name of an approved surety who will be willing to be bound to the main contractor in an amount equal to 10% of the sub-contract amount.

6. **Taxes and Duties**

The tender shall be inclusive of all taxes including import duty, VAT and Withholding taxes.

7. **Firm price contract**

This is a firm price contract and the sub-contractor must allow in his tender for any increase in the cost of labour and/or materials during the currency of the sub-contractor.

No claim for increased costs will be entertained exempting only increased costs arising from fluctuations in Duties. No claim will be allowed for currency fluctuations.

8. **Trade Names**

Where trade names or manufacturer's catalogue numbers are mentioned in the specification, the reference is intended as a guide to the type of article or quality of material required. Alternate brands of equal and approved quality will be acceptable as approved by the Architect and the Engineer.

9. **Time for Completion**

There is need to complete the works in the time stated in the main contracts' document. The sub-Contractor shall make all due preparation safeguard against factors such as labour, shifts fluctuation, weather patterns etc. that might slow his progress and no claims for extras will be considered on account of his failure to do so.

10. **Warranty**
The sub-contractor must furnish the Engineer with general written warranty covering quality of workmanship, materials, and equipment and be compelled and held liable thereby for a five year period after practical completion of the contract, except for latent defects, which shall be warranted for ten years.

The sub-contractor must make good at his own expense, such repairs and replacements as may be required as a consequence of negligent workmanship or defective material. The sub-contractor must also produce such warrants and guarantees as described aforesaid from all manufacturers and/or suppliers of materials or equipment incorporated in the project under this contract.
11. **Samples**
The sub-contractor shall furnish at his own cost any samples materials or workmanship that may be called for by the Engineer for his approval, and any further samples in the case of rejection until such samples are approved by the Engineer, and the Engineer may reject any materials or workmanship not in his opinion up to the approved samples.
12. **Protection**
The sub-contractor shall adequately cover up and protect his own work to prevent injury and also to cover up and protect from damage all parts of the building or premises where work is being performed by him under the contract.
13. **Handing over**
The sub-contractor's work shall be considered complete and the defects liability period shall commence only when the sub-contract works and supporting services have been tested, commissioned and operated to the satisfaction of the Engineer.
14. **Defects After Completion**
Defects Liability Period will be six months from the date of completion of the Sub-contract as certified by the Engineer.
15. **Stamp Charges**
The tenderer shall allow for the payment of all stamp charges in connection with the surety Bond and Sub-contract Agreement.
16. **Payments**
Payment will be made through certificates to the Main Contractor, unless he specifically agrees to forgo this right, in which case direct payment can be made to the sub-contractor. All payment will not become due until materials are delivered to the site.
17. **Damages for Delay**
Liquidated and Ascertained damages as stated in the sub-contract Agreement will be claimed against the sub-contractor for any unauthorised delay in completion. The Sub-contractor will be held liable for the whole or a portion of these damages should he cause delay in completion.
18. **Clear Away on Completion**
The sub-contractor shall, upon completion of the works, at his own expense remove and clear away all plant, equipment, rubbish and unused materials, and shall leave the whole of the works in a clean and tidy state, to the satisfaction of the Engineer.
19. **Site conditions**
The sub-contractor shall be deemed to have visited the site to ascertain all conditions affecting this sub-contract. It is therefore necessary for the tenderer to ascertain for him/herself before filling in the Bill of Qualities.

PART D

SCHEDULES

- (i) The Tenderer shall complete all the schedules. The schedules shall be read in conjunction with the specifications and the drawings.
- (ii) The total prices in the main summary of price schedules shall be deemed to include all obligations under the Contract including and not limited to supply of materials equipment, apparatus, fittings, spares, tools, insurance, delivery to site, storage, installation, testing and commissioning in accordance with this specification.
- (iii) Any prices omitted from any section or part of price schedule shall be deemed to have been included in another item, section or part.
- (iv) All prices shall be duty paid and shall also be inclusive of all taxes current at the time of tendering.

BILLS OF QUANTITIES

1. The Bills of Quantities form part of the contract documents and are to be read in conjunction with the contract drawings and general specifications of materials and works.
2. The prices quoted shall be deemed to include for all obligations under the sub-contract including but not limited to supply of materials, labour, delivery to site, storage on site, installation, testing, commissioning and all taxes(including **16% VAT**).

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

3. All prices omitted from any item, section or part of the Bills of Quantities shall be deemed to have been included to another item, section or part.
4. The brief description of the items given in the Bills of Quantities are for the purpose of establishing a standard to which the sub-contractor shall adhere to. Otherwise alternative brands of **equal** and **approved** quality will be accepted.

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

5. The grand total of prices in the price summary page must be carried forward to the **Form of Tender**.

BILL OF QUANTITIES

**PROPOSED RESIDENTIAL HOUSE FOR THE SPEAKER OF THE COUNTY ASSEMBLY OF KILIFI
ON PLOT NO 328 CHEMBE/ KIBABA, KILIFI COUNTY**

BILL OF QUANTITIES FOR STRUCTURED CABLING INSTALLATION WORKS

RATES INCLUSIVE OF VAT

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE KSHS.	TOTAL KSHS.
<u>PRELIMINARIES AND GENERAL CONDITIONS</u>					
A	Provide bond as stated in the published conditions of sub-contract.	Sum			
B	Provide insurance as required in the sub contract conditions.	Sum			
C	Preparation of working drawings "As installed" record drawings.	Sum			
D	Printing of paper copies of item C above.	Sum			
E	Printing of 4 copies of fluke test results, test certificates and warranties	Sum			
TOTAL CARRIED TO SUMMARY PAGE					

STRUCTURED CABLING

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE KSHS.	TOTAL KSHS.
	Supply, install, lay and set to work structured cabling system drawn conduits already provided elsewhere; Rates to include labour & any others charges				
A	Category 6A shielded outdoor cable 4 pair UTP cable as Siemon Z-MAX fully wired average length 75m for data points & Wi-Fi points	No	42		
B	Dual RJ 45 category 6A UTP dual outlets plate complete with flush mounting plate as Siemon Z-MAX.	No	21		
C	Category 6A 4 pair UTP shielded 1m patch cord as Siemon Z-MAX	No.	42		
D	Category 6A 4 pair UTP 3m patch cord as Siemon Z-MAX	No.	21		
E	22U free standing mount cabinet complete with locking glass, 4 fans 6 power outlet as Toten	No.	1		
F	9U free standing mount cabinet complete with locking glass, 4 fans 6 power outlet as Toten	No.	2		
G	Category 6A 24port patch panel	No.	6		
H	24-port PoE switch as HP 2530 PoE+	No.	3		
I	2U Horizontal patch lead organiser	No.	6		
J	Supply and Installation of rack mountable 1500VA UPS as Emerson/ APC to the approval of the engineer	ITEM	1		
K	Fiber trays	No	4		
L	SFP Transceivers to match	No	6		
M	Duplex Multimode SC connectors with adaptors	No.	2		
N	8 Core Multimode fiber cable OM3 10GBASE as Siemon	LM	100		
O	Multimode fiber patchcords for above	No.	4		
P	IP phone as panasonic	No	6		
Q	Equipment installation, termination and programming	No.	1		
R	Cisco Wireless access point router as Cisco Aironet 1600 series for wireless internet. Fully wired, with mounting bracket, terminated, configured and functional.	No	4		
S	Any other materials necessary to complete the works, Specify	item			
TOTAL CARRIED FORWARD TO SUMMARY					

STRUCTURED CABLING SUMMARY PAGE

ITEM NO.	DESCRIPTION	AMOUNT KSHS.
	TOTAL BROUGHT FORWARD FROM:	
1	Preliminaries (page 1)	
2	Structured cabling (page 2)	
3	Contigency	#REF!
	TOTAL	

Total in words:

.....

.....

Name of Contractor:

Address:

Telephone:.....

Pin. No. Vat Reg. No.

Signature:

Official Stamp/Date: