



**JARAMOGI OGINGA ODINGA UNIVERSITY**  
**OF SCIENCE AND TECHNOLOGY**

**TENDER DOCUMENT**

**FOR**

**TENDER NUMBER JOOUST/ONT/A3/29/2019-2020: TENDER FOR LIFT  
INSTALLATION WORKS FOR ADMINISTRATION BLOCK AT THE MAIN  
CAMPUS - BONDO, SIAYA COUNTY**

**CLOSING DATE 22<sup>nd</sup> JULY 2020**

**OPENING DATE 4<sup>TH</sup> AUGUST 2020**

## TABLE OF CONTENTS

	<u>PAGE</u>
	INTRODUCTION..... 3
SECTION I	INVITATION FOR TENDERS..... 4
SECTION II	INSTRUCTIONS TO TENDERERS..... 5 – 19
SECTION III	APPENDIX TO INSTRUCTIONS TO TENDERERS ..... 20
SECTION IV	CONDITIONS OF CONTRACT, FOR ELECTRICAL AND MECHANICAL WORKS (INCLUDING ERECTION ON SITE) ..... 21 – 26
SECTION V	SPECIFICATIONS..... 27 – 44
SECTION VI	DRAWINGS..... 45
SECTION VII	BILLS OF QUANTITIES..... 46 – 55
SECTION VIII	STANDARD FORMS..... 56-

## INTRODUCTION

- 1.1 This standard tender document for procurement of works has been prepared for use by procuring entities in Kenya in the procurement of works (i.e Electrical and Mechanical Works – Including Erection on Site)
- 1.2 The following guidelines should be observed when using the document:-
- (a) Specific details should be furnished in the tender notice and in the special conditions of contract (where applicable). The tender document issued to tenderers should not have blank spaces or options.
  - (b) The instructions to tenderers and the General Conditions of Contract should remain unchanged. Any necessary amendments to these parts should be made through Appendix to instructions to tenderers and special conditions of contract respectively.
- 1.3 (a) Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable prospective tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements
- (b) The invitation to tender shall be as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have been prequalified following a request for prequalification.
- 1.4 This document is based on PART 1 of the third Edition of the International Federation of Consulting Engineers (Federation Internationale des Ingenieurs Con Seils – FIDIC) Conditions of Contract for Electrical and Mechanical Works, 1987 (reprinted May 1988 with Editorial Amendments).
- 1.5 The cover of the tender document should be modified to include:-
- i. Tender number.
  - ii. Tender name.
  - iii. Name of procuring entity.
  - iv. Delete name and address of PPOA

# SECTION 1

## SECTION I INVITATION TO TENDER

TENDER REF NO: JOUST/ONT/A3/29/2019-2020

**TENDER NAME: TENDER FOR LIFT INSTALLATION WORKS FOR THE ADMINISTRATION BLOCK AT MAIN CAMPUS - BONDO, SIAYA COUNTY**

- 1.1 Jaramogi Oginga Odinga University of Science and Technology invites sealed bids from eligible candidates for Tender for Lift Installation for Administration Block at Main Campus - Bondo, Siaya County.
- 1.2 Tender documents with detailed specifications shall be downloaded free of charge at the University website [www.jooust.ac.ke](http://www.jooust.ac.ke) and Public Procurement Information Portal [www.tenders.go.ke](http://www.tenders.go.ke). Tenderers who download the tender document and intend to submit a bid are required to submit their particulars to the University through email: [proc@jooust.ac.ke](mailto:proc@jooust.ac.ke) for the purpose of receiving any further clarification and/or addendum.
- 1.3 **THERE SHALL BE MANDATORY SITE VISIT TO BE HELD ON 8<sup>TH</sup> JULY 2020 FROM 10 AM AT THE ADMINISTRATION BLOCK SITE IN THE MAIN CAMPUS**
- 1.4 Dully filled tender documents are to be enclosed in plain sealed envelopes, marked with the tender number, tender description **and bearing no indication of the applicant**, clearly /marking each “**ORIGINAL TENDER**” and “**COPY OF TENDER**” should be deposited in the tender box at Jaramogi Oginga Odinga University of Science and Technology or be addressed to:-

The Vice Chancellor,  
Jaramogi Oginga Odinga University of Science and Technology,  
P.O. Box 210-40601  
BONDO.

- 1.5 The tender document should reach on or before **22<sup>nd</sup> JULY 2020**
- 1.6 Due to COVID-19, the application documents will be open on **4<sup>TH</sup> AUGUST 2020** at the Assembly Hall, Main Campus in the presence of the candidates or their representatives who choose to attend.  
  
**NB: Due to ministry of health instructions on social distancing, the number of bidders/representatives will be limited**
- 1.7 **BIDDERS MUST SERIALIZE THE BID DOCUMENT. THE UNIVERSITY SHALL NOT BEAR RESPONSIBILITY FOR THE LOSS OF ANY DOCUMENT.**

## **SECTION II:**

### **INSTRUCTIONS TO TENDERERS**

#### **TABLE OF CLAUSES**

<b><u>CLAUSE NUMBERS</u></b>		<b><u>PAGE</u></b>
<b><u>DESCRIPTION</u></b>		
<b><u>GENERAL</u></b>		
1.	Definitions .....	7
2.	Eligibility and Qualification Requirements .....	7-8
3.	Cost of Tendering .....	8
4.	Site Visit .....	9
<b><u>TENDER DOCUMENTS</u></b>		
5.	Tender Documents .....	9-10
6.	Clarification of Tender Documents .....	10
7.	Ammendments of Tender Documents .....	10
<b><u>PREPARATION OF TENDER</u></b>		
8.	Language of Tender .....	10-11
9.	Documents Comprising the Tender .....	11
10.	Tender Prices .....	11-12
11.	Currencies of Tender and Payment .....	12
12.	Tender Validity .....	12
13.	Tender Surety .....	13
14.	No Alternative Offers .....	13
15.	Pre-tender meeting .....	14
16.	Format and Signing of Tenders .....	14
<b><u>SUBMISSION OF TENDERS</u></b>		
17.	Sealing and Marking of Tenders .....	14-15
18.	Deadline and Submission of Tenders .....	15
19.	Modification and Withdrawal of Tenders .....	15
<b><u>TENDER OPENING AND EVALUATION</u></b>		
20.	Tender Opening .....	16
21.	Process to be Confidential .....	16
22.	Clarification of Tenders .....	16

	<u>PAGE</u>
23. Determination of Responsiveness .....	16-17
24. Correction of Errors .....	17
25. Conversion to Single Currency .....	17
26. Evaluation and Comparison of Tenders .....	17-18

AWARD OF CONTRACT

27. Award .....	18
28. Notification of Award .....	18 - 19
29. Performance Guarantee .....	19
30. Advance Payment .....	19
 Appendix to Instructions to Tenderers .....	 20

## INSTRUCTION TO TENDERERS

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

### GENERAL

#### 1. Definitions

- (a) **“Tenderer”** means any person or persons partnership firm or company submitting a sum or sums in the Bills of Quantities in accordance with the Instructions to Tenderers, Conditions of Contract Parts I and II, Specifications, Drawings and Bills of Quantities for the work contemplated, acting directly or through a legally appointed representative.
- (b) **“Approved tenderer”** means the tenderer who is approved by the Employer.
- (c) Any noun or adjective derived from the word **“tender”** shall be read and construed to mean the corresponding form of the noun or adjective **“bid”**. Any conjugation of the verb “tender” shall be read and construed to mean the corresponding form of the verb “bid.”
- (d) **“Employer”** means a Central Government Ministry, Local Authority, State Corporation or any other Public Institution.

#### 2. Eligibility and Qualification Requirements

- 2.1 This invitation to tender is open to all tenderers who are eligible as stated in the appendix.
- 2.2 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.3 To be qualified for award of Contract, the tenderer shall provide evidence satisfactory to the Employer of their eligibility under Sub clause 2.1 above and of their capability and adequacy of resources to effectively carry out the subject Contract. To this end, the tenderer shall be required to update the following information already submitted during prequalification:-
  - (a) Details of experience and past performance of the tenderer on the works of a similar nature within the past five years and details of current work on hand and other contractual commitments.
  - (b) The qualifications and experience of key personnel proposed for administration and execution of the contract, both on and off site.
  - (c) Major items of construction plant and equipment proposed for use in carrying out the Contract. Only reliable plant in good working order and suitable for the work required of it shall be shown on this schedule. The tenderer will also indicate on this schedule when each item will be available on the Works. Included also should be a schedule of plant, equipment and material to be

imported for the purpose of the Contract, giving details of make, type, origin and CIF value as appropriate.

- (d) Details of subcontractors to whom it is proposed to sublet any portion of the Contract and for whom authority will be requested for such subletting in accordance with clause 4 of the Conditions of Contract.
- (e) A draft Program of Works in the form of a bar chart and Schedule of Payment which shall form part of the Contract if the tender is accepted. Any change in the Program or Schedule shall be subjected to the approval of the Engineer.
- (f) Details of any current litigation or arbitration proceedings in which the Tenderer is involved as one of the parties.

#### **2.4 Joint Ventures**

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

- (a) The tender, and in case of a successful tender, the Form of Agreement, shall be signed so as to be legally binding on all partners.
- (b) One of the partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
- (c) The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the Contract including payment shall be done exclusively with the partner in charge.
- (d) All partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Form of Tender and the Form of Agreement (in case of a successful tender).
- (e) A copy of the agreement entered into by the joint venture partners shall be submitted with the tender.

#### **2.5 To qualify for contract awards, the tenderer shall have the following:**

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

### **3. Cost of Tendering**



- 3.1 The tenderer shall bear all costs associated with the preparation and submission of his tender and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 3.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 3.3 The procuring entity shall allow the tenderer to view the tender document free of charge before purchase.

#### **4. Site Visit**

- 4.1 The tenderer is advised to visit and examine the Site and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a contract. The costs of visiting the Site shall be the tenderer's own responsibility.
- 4.2 The tenderer and any of his personnel or agents will be granted permission by the Employer to enter upon premises and lands for the purpose of such inspection, but only upon the express condition that the tenderer, his personnel or agents, will release and indemnify the Employer from and against all liability in respect of, and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which but for the exercise of such permission, would not have arisen.
- 4.3 The Employer shall organize a site visit at a date to be notified. A representative of the Employer will be available to meet the intending tenderers at the Site.

Tenderers must provide their own transport. The representative will not be available at any other time for site inspection visits.

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

### **TENDER DOCUMENTS**

#### **5. Tender Documents**

- 5.1 The Tender documents comprise the documents listed herebelow and should be read together with any Addenda issued in accordance with Clause 7 of these instructions to tenderers.
  - a. Form of Invitation for Tenders
  - b. Instructions to Tenderers
  - c. Form of Tender
  - d. Appendix to Form of Tender
  - e. Form of Tender Surety
  - f. Statement of Foreign Currency Requirements
  - g. Form of Performance Security
  - h. Form of Agreement
  - i. Form of Advance payment Bank Guarantee
  - j. Schedules of Supplementary Information
  - k. General Conditions of Contract – Part I

- l. Conditions of Particular Application – Part II
- m. Specifications
- n. Bills of Quantities
- o. Drawings
- p. Declaration Form

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

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

## **6. Inquiries by tenderers**

6.1 A tenderer making inquiries relating to the tender documents may notify the Employer in writing or by telex, cable or facsimile at the Employer's mailing address indicated in the Invitation to Tender. The Employer will respond in writing to any request for clarification which he receives earlier than 7 days prior to the deadline for the submission of tenders. Written copies of the Employer's response (including the query but without identifying the source of the inquiry) will be sent to all prospective tenderers who have purchased the tender documents.

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

6.3 The procuring entity 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.

## **7. Amendment of Tender Documents**

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

7.2 Any Addendum will be notified in writing or by cable, telex or facsimile to all prospective tenderers who have purchased the tender documents and will be binding upon them.

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

## **PREPARATION OF TENDERS**

## **8. Language of Tender**

8.1 The tender and all correspondence and documents relating to the tender exchanged between the tenderer and the Employer shall be written in the English language.

Supporting documents and printed literature furnished by the tenderer with the tender may be in another language provided they are accompanied by an appropriate translation of pertinent passages in the above stated language. For the purpose of interpretation of the tender, the English language shall prevail.

## **9. Documents Comprising the Tender**

9.1 The tender to be prepared by the tenderer shall comprise:-

- i. The form of tender and appendix thereto.
- ii. A tender security.
- iii. The priced Bill of Quantity and Schedule.
- iv. The information on eligibility and qualification.
- v. Any other materials required to be completed and submitted in accordance with the instructions to tenderers.

The Forms, Bills of Quantities and Schedules provided in the tender documents shall be used without exception (subject to extensions of the schedules in the same format and to the provisions of clause 13.2 regarding the alternative forms of Tender Surety).

## **10. Tender Prices**

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

10.2 A price or rate shall be inserted by the tenderer for every item in the Bills of Quantities whether the quantities are stated or not items against which no rate or price is entered by the tenderer will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bills of Quantities.

The prices and unit rates in the Bills of Quantities are to be the full [all-inclusive] value of the work described under the items, including all costs and expenses which may be necessary and all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based. All duties and taxes and other levies payable by the Contractor under the Contract or for any other cause prior to the deadline for the submission of tenders, shall be included in the rates and prices and the total tender prices submitted by the Tenderer.

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

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

- 10.3 Unless otherwise specified the tenderer must enter the amounts representing 10% of the sub-total of the summary of the Bills of Quantities for Contingencies and Variation of Prices [V.O.P.] payments in the summary sheet and add them to the sub-total to arrive at the tender amount.
- 10.4 The tenderer shall furnish with his tender written confirmation from his suppliers or manufacturers of unit rates for the supply of items listed in the Conditions of Contract clause 47 where appropriate.
- 10.5 The rates and prices quoted by the tenderer are subject to adjustment during the performance of the Contract only in accordance with the provisions of the Conditions of Contract. The tenderer shall complete the schedule of basic rates and shall submit with his tender such other supporting information as required under clause 47 of the Conditions of Contract Part II.

## **11. Currencies of Tender and Payment**

- 11.1 Tenders shall be priced in Kenya Shillings and the tender sum shall be in Kenya Shillings.
- 11.2 Tenderers are required to indicate in the Statement of Foreign Currency Requirements, which forms part of the tender, the foreign currency required by them. Such currency should generally be the currency of the country of the tenderer's main office. However, if a substantial portion of the tenderer's expenditure under the Contract is expected to be in countries other than his country of origin, then he may state a corresponding portion of the contract price in the currency of those other countries. However, the foreign currency element is to be limited to two (2) different currencies and a maximum of 30% (thirty percent) of the Contract Price.
- 11.3 The rate or rates of exchange used for pricing the tender shall be selling rate or rates of the Central Bank ruling on the date thirty (30) days before the final date for the submission of tenders.
- 11.4 Tenderers must enclose with their tenders, a brief justification of the foreign currency requirements stated in their tenders.

## **12. Tender Validity**

- 12.1 The tender shall remain valid and open for acceptance for a period of ninety (90) days from the specified date of tender opening or from the extended date of tender opening (in accordance with clause 7.4 here above) whichever is the later.
- 12.2 In exceptional circumstances prior to expiry of the original tender validity period, the Employer may request the tenderer for a specified extension of the period of validity. The request and the responses thereto shall be made in writing or by cable, telex or facsimile. A tenderer may refuse the request without forfeiting his Tender Surety. A tenderer agreeing to the request will not be required nor permitted to modify his tender, but will be required to extend the validity of his Tender Surety correspondingly.

### **13. Tender Security**

13.1 The tenderer shall furnish as part of his tender, a Tender Security in the amount and form stated in the Appendix to Instructions to Tenderers.

13.2 The tender security shall be 2 percent of the total tender price.

13.3 The tender security shall be valid for at least thirty (30) days beyond the tender validity period.

The format of the Surety shall be in accordance with the sample form of Tender Surety included in these tender documents; other formats may be permitted subject to the prior approval of the Employer. The Tender Surety shall be valid for thirty (30) days beyond the tender validity period.

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

13.5 The Tender Sureties of unsuccessful tenderers will be returned as promptly as possible but not later than fourteen (14) days after concluding the Contract execution and after a Performance Security has been furnished by the successful tenderer. The Tender Surety of the successful tenderer will be returned upon the tenderer executing the Contract and furnishing the required Performance Security.

13.6 The Tender Surety may be forfeited:

- (a) if a tenderer withdraws his tender during the period of tender validity: or
- (b) in the case of a successful tenderer, if he fails
  - (i) to sign the Agreement, or
  - (ii) to furnish the necessary Performance Security
- (c) if a tenderer does not accept the correction of his tender price pursuant to clause 23.

### **14. No Alternative Offers**

14.1 The tenderer shall submit an offer which complies fully with the requirements of the tender documents unless otherwise provided for in the appendix.

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

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

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

## **15. Pre-Tender Meeting**

- 15.1 If a pre tender meeting is convened the tenderer's designated representative is invited to attend a pre-tender meeting, which if convened, will take place at the venue and time stated in the Invitation to Tender. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 15.2 The tenderer is requested as far as possible to submit any questions in writing or by cable, to reach the Employer not later than seven days before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following:
- (a) Minutes of the meeting, including the text of the questions raised and the responses given together with any responses prepared after the meeting, will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in --Clause 9 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of a tender notice pursuant to Clause 7 and not through the minutes of the pre-tender meeting.
  - (b) Non attendance at the pre-tender meeting will not be cause for disqualification of a bidder.

## **16. Format and Signing of Tenders**

- 16.1 The tenderer shall prepare his tender as outlined in clause 9 above and mark appropriately one set "ORIGINAL" and the other "COPY".
- 16.2 The copy of the tender and Bills of Quantities shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the tenderer. All pages of the tender where amendments have been made shall be initialed by the person or persons signing the tender.
- 16.3 The complete tender shall be without alterations, interlineations or erasures, except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

## **SUBMISSION OF TENDERS**

### **17. Sealing and Marking of Tenders**

- 17.1 The tenderer shall seal the original and copy of the tender in separated envelopes, duly marking the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer envelope.
- 17.2 The inner and outer envelopes shall be addressed to the Employer at the address stated in the Appendix to Instructions to Tenderers and bear the name and identification of the Contract stated in the said Appendix with a warning not to open before the date and time for opening of tenders stated in the said Appendix.

- 17.3 The inner envelopes shall each indicated the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”, while the outer envelope shall bear no mark indicating the identity of the tenderer.
- 17.4 If the outer envelope is not sealed and marked as instructed above, the Employer will assume no responsibility for the misplacement or premature opening of the tender. A tender opened prematurely for this cause will be rejected by the Employer and returned to the tenderer.

## **18 Deadline for Submission of Tenders**

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

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

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

- 18.2 The Employer may, at his discretion, extend the deadline for the submission of tenders through the issue of an Addendum in accordance with clause 7, in which case all rights and obligations of the Employer and the tenderers previously subject to the original deadline shall thereafter be subject to the new deadline as extended.
- 18.3 Any tender received by the Employer after the prescribed deadline for submission of tender will be returned unopened to the tenderer.

## **19 Modification and Withdrawal of Tenders**

- 19.1 The tenderer may modify or withdraw his tender after tender submission, provided that written notice of the modification or withdrawal is received by the Employer prior to prescribed deadline for submission of tenders.
- 19.2 The tenderer’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions for the submission of tenders, with the inner and outer envelopes additionally marked “MODIFICATION” or “WITHDRAWAL” as appropriate.
- 19.2 No tender may be modified subsequent to the deadline for submission of tenders.
- 19.3 No tender may be withdrawn in the interval between the deadline for submission of tenders and the period of tender validity specified on the tender form. Withdrawal of a tender during this interval will result in the forfeiture of the Tender Surety.
- 19.4 Subsequent to the expiration of the period of tender validity prescribed by the Employer, and the tenderer having not been notified by the Employer of the award of the Contract or the tenderer does not intend to conform with the request of the Employer to extend the prior of tender validity, the tenderer may withdraw his tender without risk of forfeiture of the Tender Surety.

## **TENDER OPENING AND EVALUATION**

### **20 Tender Opening**

- 20.1 The Employer will open the tenders in the presence of the tenderers' representatives who choose to attend at the time and location indicated in the Letter of Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 20.2 Tenders for which an acceptable notice of withdrawal has been submitted, pursuant to clause 19, will not be opened. The Employer will examine the tenders to determine whether they are complete, whether the requisite Tender Sureties have been furnished, whether the documents have been properly signed and whether the tenders are generally in order.
- 20.3 At the tender opening, the Employer will announce the tenderer's names, total tender price, tender price modifications and tender withdrawals, if any, the presence of the requisite Tender Surety and such other details as the Employer, at his discretion, may consider appropriate. No tender shall be rejected at the tender opening except for late tenders.
- 20.4 The Employer shall prepare a tender opening register and minutes of the tender opening including the information disclosed to those present.
- 20.5 Tenders not opened and read out a tender opening shall not be considered further for evaluation, irrespective of the circumstances.

### **21 Process to be Confidential**

- 21.1 After the public opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations concerning the award of Contract shall not be disclosed to tenderers or other persons not officially concerned with such process until the award of Contract is announced.
- 21.2 Any effort by a tenderer to influence the Employer in the process of examination, evaluation and comparison of tenders and decisions concerning award of Contract may result in the rejection of the tenderer's tender.

### **22 Clarification Tenders**

- 22.1 To assist in the examination, evaluation and comparison of tenders, the Employer may ask tenderers individually for clarification of their tenders, including breakdown of unit prices. The request for clarification and the response shall be in writing or by cable, facsimile or telex, but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by the employer during the evaluation of the tenders in accordance with clause 24.
- 22.2 No Tenderer shall contact the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the Employer, he shall do so in writing.

### **23 Determination of Responsiveness**



- 23.1 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender is substantially responsive to the requirements of the tender documents.
- 23.2 For the purpose of this clause, a substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tender documents without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, completion timing or administration of the Works to be undertaken by the tenderer under the Contract, or which limits in any substantial way, inconsistent with the tender documents, the Employer's rights or the tenderers obligations under the Contract and the rectification of which would affect unfairly the competitive position of other tenderers who have presented substantially responsive tenders.
- 23.3 Each price or unit rate inserted in the Bills of Quantities shall be a realistic estimate of the cost of completing the works described under the particular item including allowance for overheads, profits and the like. Should a tender be seriously unbalanced in relation to the Employer's estimate of the works to be performed under any item or groups of items, the tender shall be deemed not responsive.
- 23.4 A tender determined to be not substantially responsive will be rejected by the Employer and may not subsequently be made responsive by the tenderer by correction of the non-conforming deviation or reservation.

## **24 Correction of Errors**

Tenders determined to be substantially responsive shall be checked by the Employer for any arithmetic errors in the computations and summations. **Errors will NOT be corrected by the Employer.**

## **25 Conversion to Single Currency**

- 25.1 For compensation of tenders, the tender price shall first be broken down into the respective amounts payable in various currencies by using the selling rate or rates of the Central Bank of Kenya ruling on the date twenty one (21) days before the final date for the submission of tenders.
- 25.2 The Employer will convert the amounts in various currencies in which the tender is payable (excluding provisional sums but including Dayworks where priced competitively) to Kenya Shillings at the selling rates stated in clause 25.1.

## **26 Evaluation and Comparison of Tenders**

- 26.1 The Employer will evaluate only tenders determined to be substantially responsive to the requirements of the tender documents in accordance with clause 23.
- 26.2 The Employer reserves the right to accept any variation, deviation or alternative offer. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the tender documents or otherwise result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in tender evaluation.

- 26.3 Price adjustment provisions in the Conditions of Contract applied over the period of execution of the Contract shall not be taken into account in tender evaluation.
- 26.4 If the lowest evaluated tender is seriously unbalanced or front loaded in relation to the Employer's estimate of the items of work to be performed under the Contract, the Employer may require the tenderer to produce detailed price analyses for any or all items of the Bills of Quantities, to demonstrate the relationship between those prices, proposed construction methods and schedules. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in clause 29 be increased at the expense of the successful tenderer to a level sufficient to protect the Employer against financial loss in the event of subsequent default of the successful tenderer under the Contract.
- 26.5 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.
- 26.6 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 26.7 Persons not officially involved in the evaluation of tender shall not attempt in any way to influence the evaluation.
27. Preference where allowed in the evaluation of tenders shall not exceed 15%

## **AWARD OF CONTRACT**

### **28 Award criteria**

- 28.1 Subject to clause 27.2, the Employer will award the Contract to the tenderer whose tender is determined to be substantially responsive to the tender documents and who has offered the lowest evaluated tender price subject to possessing the capability and resources to effectively carry out the Contract Works.
- 28.2 The Employer reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders, at any time prior to award of Contract, without thereby incurring any liability to the affected tenderers or any obligation to inform the affected tenderers of the grounds for the Employer's action.

### **29. Notification of Award and signing of contract**

- 29.1 Prior to the expiration of the period of tender validity prescribed by the Employer, the Employer will notify the successful tenderer by cable, telefax or telex and confirmed in writing by registered letter that his tender has been accepted. This letter (hereinafter and in all Contract documents called "Letter of Acceptance") shall name the sum (hereinafter and in all Contract documents called "the Contract Price") which the Employer will pay to the Contractor in consideration of the execution and completion of the Works as prescribed by the Contract.
- 29.2 Upon the furnishing of a Performance Security by the successful tenderer, the unsuccessful tenderers will promptly be notified that their tenders have been unsuccessful.

- 29.3 At the same time the employer notifies the successful tenderer that his tender has been accepted, the employer shall notify the other tenderers that their tenders have been unsuccessful.
- 29.4 Within fourteen [14] days of receipt of the form of Contract Agreement from the Employer, the successful tenderer shall sign the form and return it to the Employer together with the required Performance Security.
- 29.5 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.
- 29.6 A tenderer who gives false information in the tender document about his 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.

### **30. Performance Guarantee**

- 30.1 Within twenty eight [28] days of receipt of the notification of award from the Employer, the successful tenderer shall furnish the Employer with a Performance Security in an amount stated in the Appendix to Instructions to Tenderers.
- 30.2 The Performance Security to be provided by the successful tenderer shall be an unconditional Bank Guarantee issued at the tenderer's option by an established and a reputable Bank approved by the Employer and located in the Republic of Kenya and shall be divided into two elements namely, a performance security payable in foreign currencies (based upon the exchange rates determined in accordance with clause 35.4 of the Conditions of Contract) and a performance security payable in Kenya Shillings. The value of the two securities shall be in the same proportions of foreign and local currencies as requested in the form of foreign currency requirements.
- 30.3 Failure of the successful tenderer to lodge the required Performance Security shall constitute a breach of Contract and sufficient grounds for the annulment of the award and forfeiture of the Tender Security and any other remedy under the Contract the Employer may award the Contract to the next ranked tenderer.

### **31. Advance Payment**

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

### **31. Corrupt and fraudulent practices.**

The procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contract. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

## SECTION III

### APPENDIX TO INSTRUCTIONS TO TENDERERS

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
1.1	The employer is the <b>Vice Chancellor</b> , Jaramogi Oginga Odinga University of Science and Technology.
1.7	Qualification criteria as set out in the tender evaluation criteria
1.8	N/A
1.9	Joint venture or individual tenderers only.
1.13	N/A
2.3	Or through email address: <a href="mailto:proc@jooust.ac.ke">proc@jooust.ac.ke</a>
3.2.(e)	N/A
3.4	N/A
3.6	Validity period of 90 days
3.8	Tender surety shall be valid for 30 days beyond the validity of tender from the date of tender opening.
3.12 (b)	N/A
3.14	One original and a copy of the original
3.18	Bid security of 2% OF THE TENDER SUM from a reputable bank recognized by the Central Bank of Kenya
5.2	Alternative bids not allowed
5.7	N/A: PPAD 2015 Applies
5.9	N/A
5.12	N/A
6.5	Successful tenderer to provide performance security of 10% of the Sub-Contract sum from reputable bank recognized by Central Bank of Kenya prior to Sub-Contract signing.
6.8	N/A
6.12	-The word “valuation” should read “variation” -Variation shall apply as prescribed by the Public Procurement and Asset Disposal Act, 2015
6.13	Shall be 60 days from the date of receipt of the request
8.0	Due diligence shall be conducted before award in accordance with the Public Procurement and Asset Disposal Act, 2015
9.0	Tenderer shall be required to provide litigation history which may be subjected to due diligence to ascertain the possibility of negatively affecting performance

## **SECTION IV**

### **CONDITIONS OF CONTRACT (Including erection on site) PART I – GENERAL CONDITIONS**

PART I – General Conditions, shall be those forming Part I of the “Conditions of Contract for Electrical and Mechanical Works – Including Erection on Site, Third Edition 1987, re-printed 1988 with Editorial Amendments” prepared by the Federation Internationale des Ingenieurs – conseils (FIDIC). The Conditions are subject to variations and additions set out in Part II hereof entitled “Special Conditions”.

#### **Note**

- i. The standard text of the General Conditions of Contract must be retained intact to facilitate its reading and interpretation by tenderers. Any amendments and additions to the General Conditions, specific to a given Contract, should be introduced in the Special Conditions or in the Appendix to Form of Tender.
- ii. The Special Conditions take precedence over the General Conditions of Contract.
- iii. Copies of the FIDIC Conditions of Contract can be obtained from:

FIDIC Secretariat  
P.O.Box 86  
1000 Lausanne 12  
*Switzerland*  
Fax: 41 21 653 5432  
Telephone 41 21 653 5003

## **PREAMBLE TO GENERAL CONDITIONS**

### **Commencement Date (Sub-clause 1.1.1.(I))**

The date for commencement of the Works is \_\_\_\_\_ **SEPTEMBER 2020** \_\_\_\_\_

### **The Employer (Sub-clause 1.1.12.)**

The Employer is **JARAMOGI OGINGA ODINGA UNIVERSITY OF SCIENCE AND TECHNOLOGY**

### **The Engineer (Sub-clause 1.1.15)**

The Engineer is \_\_\_\_\_

### **Time for Completion (Sub-clause 1.1.35.)**

The Time for Completion is **12 months** \_\_\_\_\_ from the commencement Date.

### **Contractor's Profit (Sub-clause 1.6.)**

The percentage to cover profit entitlement, where appropriate, is **N/A** \_\_\_\_\_%.

### **Ruling Language (Sub-clause 5.1.)**

The version in **ENGLISH** language (ruling language) shall prevail.

### **Day to Day Communications (Sub-clause 5.2.)**

The language for day to day communications is **ENGLISH** \_\_\_\_\_

### **Programme to be Furnished (Sub-clause 12.1.)**

The Programme must be submitted in the form of \_\_\_\_\_ **MICROSOFT PROJECT** \_\_\_\_\_

### **Electricity, Water, Gas and Other Services (Sub-clause 14.3.)**

Supplies on the Site are:

a. Electricity: \_\_\_\_\_ **KENYA POWER** \_\_\_\_\_

b. Water: \_\_\_\_\_ **SIAYA BONDO WATER AND SANITATION** \_\_\_\_\_

### **Employer's Equipment (Sub-clause 14.4.)**

The following Employer's equipment is available for use by the Contractor under the Employer's operation: \_\_\_\_\_ **N/A** \_\_\_\_\_

---

---

Working Hours (Sub-clause 18.3.)

The normal working hours are \_\_\_\_\_ **8.00AM-5.00PM AS PER NEMA GUIDLINES** \_\_\_\_\_

---

Delay in Completion (Sub-clause 27.1.)

Failure to meet the Time for Completion entitles the Employer to reduction in Contract Price as follows:

Amount per day \_\_\_\_\_ N/A \_\_\_\_\_

Maximum \_\_\_\_\_ N/A \_\_\_\_\_

**Prolonged delay (Sub-clause 27.2.)**

Maximum amount recoverable from the Contractor by the Employer:

\_\_\_\_\_ N/A \_\_\_\_\_

**Terms of Payment (Sub-clause 33.1.)**

In addition to the provisions under Clause 33, the terms of payment shall be:

\_\_\_\_\_  
\_\_\_\_\_

**Payment in Foreign Currencies (Sub-clause 35.1.)**

Payment in foreign currencies shall be arranged as follows:

\_\_\_\_\_ N/A \_\_\_\_\_

\_\_\_\_\_

**Rates of Exchange (Sub-clause 53.3.)**

The rates of exchange for the purpose of the Contract are:

\_\_\_\_\_ N/A \_\_\_\_\_

\_\_\_\_\_

**Payment against Provisional Sums (Sub-clause 36.4. (b))**

The percentage to be applied to Provisional Sums shall be \_\_\_\_\_ %.

**Maximum Liability (Sub-clause 42.2.)**

The maximum liability of the Contractor to the Employer shall be \_\_\_\_\_ N/A \_\_\_\_\_

**Insurance of Works (Sub-clause 43.1)**

The deductible limits in the insurance cover of the Works shall not exceed

---

Sub-clause 43.1. (a)

The additional risks to be insured are:

---

---

**Third Party Liability (Sub-clause 43.3)**

The amount of insurance against third party liability taken out by the Contractor shall not be less than:

---

**Payment on Termination for Employer's Default (Sub-clause 46.3)**

The additional amount payable by the Employer on termination shall not exceed:

---

**Labour, Materials and Transport (Sub-clause 47.1.)**

The method of calculating adjustments for changes in costs shall be:

---

---

**Notices to Employer and Engineer (Sub-clause 49.2.)**

The address of the Employer for notices is:

---

---

The address of the Engineer for notices is:

---

---

**Applicable Law (Sub-clause 51.1.)**

The applicable law is \_\_\_\_\_ law.

**Procedural Law for Arbitration (Sub-clause 51.2)**

The procedural law for arbitration is \_\_\_\_\_

**Language and Place of Arbitration (Sub-clause 51.3)**

The language of arbitration is \_\_\_\_\_ language.

The place of arbitration is \_\_\_\_\_



## **PART II – SPECIAL CONDITIONS**

(The Clauses referred to in Part II – Section A are those where the provision in the General Conditions (Part I) refer to an alternative solution to be stated in Part II. The provisions in the General Conditions will apply unless an alternative solution is given in Part II – Section A. The clauses in this section need therefore not be completed, but must be completed if alternative solutions to the relevant Part I provisions are necessary.)

### **1.0 Conditions Precedent to Commencement (Sub-clause 1.1.1.)**

The following financial and administrative requirements are conditions precedent to commencement.

---

---

### **2.0 Defects Liability Period (Sub-clause 1.1.11.)**

The Defects Liability Period is \_\_\_\_\_ days.

### **3.0 Engineer's Duties (Sub-clause 2.1.)**

The Engineer requires the consent of the Employer before exercising the following duties:

---

---

### **4.0 Operation and Maintenance Manuals (Sub-clause 6.6.)**

Operation and Maintenance Manuals shall be in English language.

### **5.0 Manufacturing Drawings (Sub-clause 6.9.)**

The Contractor is required to disclose to the Engineer or the Employer confidential information as follows:

---

---

### **6.0 General Obligations (Sub-clause 8.1.)**

6.1 The following facilities will be provided by the Employer:

---

---

6.2 The facilities will be provided at the following rates:

---

---

### **7.0 Performance Security (Sub-clause 10.1)**

The Contractor shall obtain a Performance Security of an amount Kshs.

### **8.0 Contractor Equipment (Sub-clause 14.1)**

The following items of Contractor's Equipment will be provided free of charge by the Employer for the Contractor's use:

---

---

**9.0 Price Variation**

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

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

**9.3** Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

**10.0 Extension of Defects Liability Period (Sub-clause 30.4)**

In the event of suspension the Defects Liability Period shall not last more than \_\_\_\_ days after the date the works would have been delivered but for the suspension.

**11.0 Method of Application (Sub-clause 33.2)**

Application for payment shall be made as follows:

---

**12.0 Payment (Sub-clause 33.5.)**

11.1 The period for payment shall be:

---

11.2 The place for payment shall be:

---

**13.0 Delayed Payment (Sub-clause 33.6.)**

The interest rate for delayed payment is simple interest 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 over due.

**14.0 Payment by measurement (Sub-clause 33.8)**

The provisions for measurement are:

---

**15.0 Customs and Import Duties (Sub-clause 48.1.)**

The Contractor shall pay and be reimbursed by the Employer for the following customs, import duties and taxes in consequence of the importation of the Plant:

---

**16.0 Arbitration (Sub-clause 50.2)**

The rules of arbitration shall be those contained in the Arbitration Act of the Laws of Kenya.

## SECTION V:

### SPECIFICATIONS

#### Notes for preparing Specifications

1.0 Specifications must be drafted to present a clear and precise statement of the required standards of materials, and workmanship for tenderers to respond realistically and competitively to the requirements of the employer and ensure responsiveness of tenders. The Specifications should require that all materials, plant, and other supplies to be incorporated in the Works be new, unused, of the most recent or current models, and incorporating all recent improvements in design and materials unless provided otherwise in the Contract. Where the Contractor is responsible for the design of any part of the permanent Works, the extent of his obligations must be stated.

2.0 Specifications from previous similar projects are useful and it may not be necessary to re- write specifications for every works contract for universal application.

3.0 There are considerable advantages in standardizing **General Specifications** for repetitive Works in recognized public sectors, such as highways urban housing, irrigation and water supply. The General Specifications should cover all classes of workmanship, materials and equipment commonly involved in constructions, although not necessarily to be used in a particular works contract. Deletions or addenda should then adapt the General Specifications to the particular Works.

4.0 Care must be taken in drafting Specifications to ensure they are not restrictive. In the specifications of standards for materials, plant and workmanship, existing Kenya Standards should be used as much as possible, otherwise recognized international standards be used.

5.0 The Employer should decide whether technical solutions to specified parts of the Works are to be permitted. Alternatives are appropriate in cases where obvious (and potentially less costly) alternatives are possible to the technical solutions indicated in tender documents for certain elements of the Works, taking into consideration the comparative specialized advantage of potential tenderers.

The Employer should provide a description of the selected parts of the works with appropriate reference to Drawings, Specifications, Bills of Quantities, and Design or Performance criteria, stating that the alternative solutions shall be at least structurally and functionally equivalent to the basic design parameters and specifications.

Such alternative solutions shall be accompanied by all information necessary for a complete evaluation by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, proposed construction methodology, and other relevant details. Technical alternatives permitted in this manner shall be considered by the Employer each on its own merits and independently of whether the tenderer has priced the item as described in the Employer's design included with the tender documents.

# **TECHNICAL SPECIFICATIONS FOR PASSENGER LIFTS INSTALLATIONS**

## **PART 4: TECHNICAL SPECIFICATION FOR PASSENGER LIFTS INSTALLATIONS**

### **CONTENTS**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>PAGE NO.</b>
1.01	EXTENT OF WORKS	
1.02	WORK BY OTHERS	
1.03	OPERATION	
1.04	CARS	
1.05	DOORS AND ARCHITRAVES	
1.06	LANDING CALL BUTTONS	
1.07	SHAFT INSTALLATIONS	
1.08	LIFTING MACHINERY	
1.09	ROPES AND SHEAVES	
1.10	ELECTRICAL INSTALLATIONS	
1.11	ALARM	
1.12	CONTROL AND DISPLAY	
1.13	TECHNICAL DETAILS OF LIFTS OFFERED BY TENDERER	
1.14	MAINTENANCE CONTRACT	

## **PART B: TECHNICAL SPECIFICATION FOR PASSENGER LIFTS INSTALLATIONS**

### **1.01 EXTENT OF WORK**

This Sub-contract shall include for supply of the lift equipment, labour, installation, fixing, connecting, commissioning and delivering up clean and in working order in every detail the following lift installation. **The supplier will be liable for installing, setting to work and maintaining for a period of one year after commissioning of the lifts.**

<b>QUANTITY</b>	:	Two (2)
<b>TYPE</b>	:	Single Wrap Traction Passenger Lifts, Machine room-less
<b>CABIN</b>	:	Luxury Car : Curved Ceiling : Rubber flooring (or as specified by Architect) : White Skin Car Operating Panel : Full Height Mirror on 1 side. Half-height mirror on two : sides : Round Sectioned hand-rails with bright chrome plating Satin Chrome plated kick panels on the bottom of the cabin : panels : Stainless steel car door panels and car façade One half button riser with ring illuminated micro-motion sensors.
<b>DOORS</b>	:	Stainless Steel, Sheaves, 1100mm wide, 2000mm high, Centre Opening, 2 panel (To be reconfirmed on site).
<b>CAPACITY</b>	:	1200 Kg, 15 persons
<b>DRIVE</b>	:	Gear-less, VVVF
<b>SPEED</b>	:	1.5 m/s
<b>STARTS/HR</b>	:	180
<b>NUMBER OF STOPS/OPENINGS</b>	:	5/5
<b>NUMBER OF OPENINGS</b>	:	Five openings in line for each lift.
<b>TRAVEL HEIGHT</b>	:	15metres ( <b>please verify on site</b> )
<b>OPERATION</b>	:	Duplex Selective-Collective Automatic (two car group) with possibility of one car running independently of the other.
<b>SPECIAL OPERATION</b>	:	Key operated priority call for emergency use, Automatic re- levelling of lift car, over-load control, Independent Service, Fireman service, Intercom System, Standby power operation., priority travel control, Key operated landing call only at ground floor. Provision to be made so that the two cars on each side can be made to travel in opposite directions at all times. Intercom from cabin to security room and reception.
<b>CONTROL</b>	:	Fully software based microprocessor control system.
<b>OPERATION</b>	:	Fully collective.

<b>PLATFORM SIZE</b>	:	Approximately 2200mm wide x 2400mm deep with load weighing. (please reconfirm on site).
<b>PIT</b>	:	1800mm (To be reconfirmed on site).
<b>OVERHEAD</b>	:	3800mm
<b>COMPENSATION</b>	:	Required.
<b>MACHINERY</b>	:	To be installed inside the lift shaft.
<b>BELTS</b>	:	Flat polyurethane – coated high-tensile grade steel belts to be used instead of conventional steel ropes. (NO ROPES)
<b>POWER</b>	:	415V, 3-phase, 50 Hz.
<b>LANDING BUTTONS</b>	:	Buttons to have background LED illumination, plus Baille indication for use by the Blind.
<b>BUFFERS</b>	:	Spring / Rubber.
<b>LEVEL/DIRECTION INDICATOR</b>	:	1 per floor for each pair
<b>LANDING DOORS</b>	:	Two panel centre opening with small frames. 1100mm wide x 2000mm high. Painted to a final colour of client's choice.
<b>CAR DOORS</b>	:	Stainless Steel centre opening with 900 mm
<b>DOOR OPERATION</b>	:	Heavy duty, high speed intensive traffic doors with heavy duty Variable Frequency (VF), variable speed digital controls. Fully adjustable door open/close speeds, microprocessor controlled.  Intelligent speed adjustments to cope with traffic requirements.
<b>DOOR PROTECTION DEVICE</b>	:	Full curtain electronic door re-open device.
<b>CABIN DIMENSIONS (Supplier to indicate)</b>	:	
<b>FLOOR DESIGNATION</b>	:	As per Architects indication.
<b>DRIVE SYSTEM</b>	:	Gearless, AC Variable Voltage Variable Frequency (VVVF), with embedded permanent magnets.
<b>SIGNALS</b>	:	Call acknowledging lights, car position indicators, (in car/main floor), waiting passenger lanterns at all openings and landing position indicators at the first level. Travel continuation indicator at all floors. All indicators to be in Light Emitting Diode (LED) Display.
<b>COMMUNICATION</b>	:	3-station intercom units in all cars.
<b>MACHINE LOCATION</b>	:	THERE SHALL BE NO MACHINE ROOM.
<b>LIFT SHAFT</b>	:	2150 wide x 2000 deep (please verify on site)
<b>GUIDE RAILS</b>	:	Required.

<b>LIGHTING</b>	: Built in curved skin car operating panel with two fluorescent lights with reflectors in translucent plastic diffuser on one side of the cabin panels. Provision to be made for purpose-made interior lighting to Architect's detail.
<b>FLOOR BUTTONS</b>	: Micro motion with LED ring illumination. Translucent back-bit numbers complete with Braille indication for the visually impaired.
<b>MAIN MOTOR</b>	: Gearless design : Permanent magnet motors (No brushes) : Sealed bearings : Maintenance free disk brake : Integrated 10cm stainless steel sheave and motor shaft. : Digital closed loop motion : No oils or grease for lubrication.
<b>CONTROL UNIT</b>	: Stainless Steel Controllers E-Pac to prevent electronic interference. Digital closed loop VF drive with vector control with digital speed encoder.
<b>CAR OPERATING PANEL</b>	: 2 per car fitted on the side panel. To be complete with the following: electro-luminescent back-lit button, micro-motion buttons, intercom speaker, audio/visual overload, keyswitch for fan, keyswitch for lights.
<b>LANDING FIXTURES</b>	: Wide angle view combined hall position indicators with signal hall lanterns in high resolution LED on ground floor. Elegantly designed hall buttons with ring illumination.
<b>OTHERS</b>	: Three station intercom system. (Car, reception, security room). : Compact Disc Music in car. (Wiring only, music by others). : Speaker micro-phone built in car operating panel. : Speech synthesis. : Door open button. : Door close button. : Forced ventilation key switch : Floor levelling guaranteed $\pm 3$ mm. : Independent service key switch. : Emergency fire service. : Quiet-operation, drought-free multi-directional cabin extract fan. : Audio/Visual car overload indication device. : Powerful quiet, drought free mutli-directional cabin extract fan. : Electronic Reverse Phase Relay built in controller. : Siren type emergency alarm system.
<b>POWER SUPPLY</b>	: Mains 3 phase / 50 Hz : Lighting 1 phase – 240 v
<b>FLOOR LEVELLING</b>	: $\pm 3$ mm guaranteed
<b>HEAT DISSIPATION</b>	: 0.7 KJ/S



<b>CODE COMPLIANCE</b>	:	European Code EN 81 or British Standard Specification Equivalent (BS5655)
<b>MOTOR RATING</b>	:	Kw
<b>STARTING CURRENT</b>	:	Amps
<b>NOMINAL CURRENT</b>	:	Amps
<b>SHEAVE</b>	:	Stainless Steel
<b>MISCELLANEOUS</b>	:	Heat sensor in the machine room and controller to shut the car as its safety levels at the next landing.
	:	Rescue operation during power failure with emergency and inspection panel, to move the car to the next landing in event of power failure.
	:	Electronic light ray device and infrared curtain on car doors.
	:	Door lock monitoring to put the car on inspection when safety circuits malfunction.
<b>CODE COMPLIANCE</b>	:	European Code EN 81.
<b>STANDARD</b>	:	BS 5655 / EN 81
<b>COUNTER WEIGHT</b>	:	Required.

## **PART C: TECHNICAL SPECIFICATION FOR GOODS LIFT INSTALLATIONS**

### **1.01 EXTENT OF WORK**

This Sub-contract shall include for supply of the lift equipment, labour, installation, fixing, connecting, commissioning and delivering up clean and in working order in every detail the following lift installation. **The supplier will be liable for installing, setting to work and maintaining for a period of one year after commissioning of the lifts.**

<b>QUANTITY</b>	: One (1)
<b>TYPE</b>	: Single Wrap Traction Passenger Lifts, Machine room-less
<b>CABIN</b>	: Luxury Car : Curved Ceiling : Rubber flooring (or as specified by Architect) : White Skin Car Operating Panel : Full Height Mirror on 1 side. Half-height mirror on two sides : Round Sectioned hand-rails with bright chrome plating : Satin Chrome plated kick panels on the bottom of the cabin panels : Stainless steel car door panels and car façade : One half button riser with ring illuminated micro-motion sensors.
<b>DOORS</b>	: Stainless Steel, Sheaves, 1100mm wide, 2000mm high, Centre Opening, 2 panel (To be reconfirmed on site).
<b>CAPACITY</b>	: 2000 Kg
<b>DRIVE</b>	: Gear-less, VVVF
<b>SPEED</b>	: 1.5 m/s
<b>STARTS/HR</b>	: 180
<b>NUMBER OF STOPS/OPENINGS</b>	: 6/6
<b>NUMBER OF OPENINGS</b>	: Six openings in line for each lift.
<b>TRAVEL HEIGHT</b>	: 18metres (please verify on site)
<b>OPERATION</b>	: Duplex Selective-Collective Automatic (two car group) with possibility of one car running independently of the other.
<b>SPECIAL OPERATION</b>	: Key operated priority call for emergency use, Automatic re-levelling of lift car, over-load control, Independent Service, Fireman service, Intercom System, Standby power operation., priority travel control, Key operated landing call only at ground floor. Provision to be made so that the two cars on each side can be made to travel in opposite directions at all times. Intercom from cabin to security room and reception.
<b>CONTROL</b>	: Fully software based microprocessor control system.
<b>OPERATION</b>	: Fully collective.

<b>PLATFORM SIZE</b>	:	Approximately 2200mm wide x 2400mm deep with load weighing. (please reconfirm on site).
<b>PIT</b>	:	1800mm (To be reconfirmed on site).
<b>OVERHEAD</b>	:	3800mm
<b>COMPENSATION</b>	:	Required.
<b>MACHINERY</b>	:	To be installed inside the lift shaft.
<b>BELTS</b>	:	Flat polyurethane – coated high-tensile grade steel belts to be used instead of conventional steel ropes. (NO ROPES)
<b>POWER</b>	:	415V, 3-phase, 50 Hz.
<b>LANDING BUTTONS</b>	:	Buttons to have background LED illumination, plus Baille indication for use by the Blind.
<b>BUFFERS</b>	:	Spring / Rubber.
<b>LEVEL/DIRECTION INDICATOR</b>	:	1 per floor for each pair
<b>LANDING DOORS</b>	:	Two panel centre opening with small frames. 1100mm wide x 2000mm high. Painted to a final colour of client's choice.
<b>CAR DOORS</b>	:	Stainless Steel centre opening with 900 mm
<b>DOOR OPERATION</b>	:	Heavy duty, high speed intensive traffic doors with heavy duty Variable Frequency (VF), variable speed digital controls. Fully adjustable door open/close speeds, microprocessor controlled.  Intelligent speed adjustments to cope with traffic requirements.
<b>DOOR PROTECTION DEVICE</b>	:	Full curtain electronic door re-open device.
<b>CABIN DIMENSIONS (Supplier to indicate)</b>	:	
<b>FLOOR DESIGNATION</b>	:	As per Architects indication.
<b>DRIVE SYSTEM</b>	:	Gearless, AC Variable Voltage Variable Frequency (VVVF), with embedded permanent magnets.
<b>SIGNALS</b>	:	Call acknowledging lights, car position indicators, (in car/main floor), waiting passenger lanterns at all openings and landing position indicators at the first level. Travel continuation indicator at all floors. All indicators to be in Light Emitting Diode (LED) Display.
<b>COMMUNICATION</b>	:	3-station intercom units in all cars.
<b>MACHINE LOCATION</b>	:	THERE SHALL BE NO MACHINE ROOM.
<b>LIFT SHAFT</b>	:	2150 wide x 2400 deep (please verify on site)
<b>GUIDE RAILS</b>	:	Required.

<b>LIGHTING</b>	: Built in curved skin car operating panel with two fluorescent lights with reflectors in translucent plastic diffuser on one side of the cabin panels. Provision to be made for purpose-made interior lighting to Architect's detail.
<b>FLOOR BUTTONS</b>	: Micro motion with LED ring illumination. Translucent back-bit numbers complete with Braille indication for the visually impaired.
<b>MAIN MOTOR</b>	: Gearless design : Permanent magnet motors (No brushes) : Sealed bearings : Maintenance free disk brake : Integrated 10cm stainless steel sheave and motor shaft. : Digital closed loop motion : No oils or grease for lubrication.
<b>CONTROL UNIT</b>	: Stainless Steel Controllers E-Pac to prevent electronic interference. Digital closed loop VF drive with vector control with digital speed encoder.
<b>CAR OPERATING PANEL</b>	: 2 per car fitted on the side panel. To be complete with the following: electro-luminescent back-lit button, micro-motion buttons, intercom speaker, audio/visual overload, keyswitch for fan, keyswitch for lights.
<b>LANDING FIXTURES</b>	: Wide angle view combined hall position indicators with signal hall lanterns in high resolution LED on ground floor. Elegantly designed hall buttons with ring illumination.
<b>OTHERS</b>	: Three station intercom system. (Car, reception, security room). : Compact Disc Music in car. (Wiring only, music by others). : Speaker micro-phone built in car operating panel. : Speech synthesis. : Door open button. : Door close button. : Forced ventilation key switch : Floor levelling guaranteed $\pm 3$ mm. : Independent service key switch. : Emergency fire service. : Quiet-operation, drought-free multi-directional cabin extract fan. : Audio/Visual car overload indication device. : Powerful quiet, drought free mutli-directional cabin extract fan. : Electronic Reverse Phase Relay built in controller. : Siren type emergency alarm system.
<b>POWER SUPPLY</b>	: Mains 3 phase / 50 Hz : Lighting 1 phase – 240 v
<b>FLOOR LEVELLING</b>	: $\pm 3$ mm guaranteed
<b>HEAT DISSIPATION</b>	: 0.7 KJ/S

<b>CODE COMPLIANCE</b>	: European Code EN 81 or British Standard Specification Equivalent (BS5655)
<b>MOTOR RATING</b>	: Kw
<b>STARTING CURRENT</b>	: Amps
<b>NOMINAL CURRENT</b>	: Amps
<b>SHEAVE</b>	: Stainless Steel
<b>MISCELLANEOUS</b>	: Heat sensor in the machine room and controller to shut the car as its safety levels at the next landing.
	: Rescue operation during power failure with emergency and inspection panel, to move the car to the next landing in event of power failure.
	: Electronic light ray device and infrared curtain on car doors.
	: Door lock monitoring to put the car on inspection when safety circuits malfunction.
<b>CODE COMPLIANCE</b>	: European Code EN 81.
<b>STANDARD</b>	: BS 5655 / EN 81
<b>COUNTER WEIGHT</b>	: Required.

Immediately after appointment the sub-contractor shall provide to the Engineer a general arrangement drawing showing important dimensions and weights of the lifts, and submit colour samples for the Engineer's approval.

The sub-contractor must provide all beams, brackets and fixing devices for fixing of guide rails, counter weights, buffers, door frames, architraves etc. It shall be the responsibility of the lift supplier to ensure the lifts are properly fixed into position, and properly aligned for smooth up/down travel.

All fixing devices to be cast in or cut into structural walls shall be supplied and fixed by the sub-contractor. It is the responsibility of the sub-contractor alone to ensure that such devices are cast in or otherwise fixed in the right position and in a proper manner.

Partitions in the lift well shall be made in steel net or wire mesh, fixed to concrete beams to be supplied and installed by the sub-contractor.

## **1.02 WORK BY OTHERS**

Excluded from this sub-contract is lighting in the plant room and the electrical power supply which shall be brought up to an isolator and distribution board in the plant room by others.

Connection to machinery and for lighting in cars shall be carried out by the lift sub-contractor.

## **1.03 OPERATION**

The cars shall travel at a maximum speed of 1.0 m/s in all floors.

The car must not start unless the car doors are in a closed position and all landing doors are locked in a closed position.

Should the load on the car exceed the maximum load, the car and landing doors are to be prevented from closing.

Car levelling shall be within 3mm by means of an automatic self-levelling device.

An emergency stop button in the car shall stop the car completely even after the button is released. Re-starting shall take place only by activation of a push button in the car and not by a call from any landing.

Terminal limit switches must stop the car automatically at the terminal landings.

Final limit switches must cut off power and apply the brake automatically, should the car pass the terminal landings.

The installation must be provided with a complete controller device to control starting, stopping and speed as well as emergency stopping of the car in case any of the safety devices do not operate or excessive descending or ascending speed is attained by cutting off power to the motor and activation of the brake.

Calls in the car must be given preference over calls from landings.

At ground floor, calls shall be by means of a key operated switch only for authorised people.

The cars must deal with calls in sequence and not be intercepted during their trips by additional calls from cars or landings.

The lifts must be provided with automatic bypass devices to prevent unnecessary stops when the cars are full.

If the cars are idle and a landing button is pressed, the car positioned nearest to the pressed button has to go to the landing.

The car must not stop during the “up” trip at any landing in response to a “down” landing call, unless this call is the highest one registered.

When the cars at the same time are “up” trip or “down” trip, only the leading car must stop for landing calls.

If one of the cars is out of operation the other car has to answer all calls aforesaid. The operation is still to be collective.

For inspection purpose a manually operated switch on the controller connected to “up” and “down” direction buttons exposed on the top of the car, must be provided. This switch must permit the car to be operated at slow speed from the top of the car. During this inspection the car must not respond to any calls.

Provision to be made in the controls so that the cars can travel permanently in opposite directions when required.

## 1.04 CARS

The car frame which supports the car platform and enclosure shall be made of solid structural steel with welded, bolted or riveted joints. Bolts used must be positioned for easy adjustment.

Car finishes shall be :-

<b>FLOOR FINISH</b>	:	12mm granite finish to match lift lobby floor finish to architect's approval. Other preferred finishes may be substituted.
<b>REAR – WALLS</b>	:	Full height mirror.
<b>HANDRAIL</b>	:	On 3 walls to be satin finished stainless steel rail and brackets.
<b>SIDE WALLS</b>	:	Half-size mirror.
<b>CAR DOORS</b>	:	Stainless Steel, satin finish.
<b>LANDING DOORS</b>	:	Mild-steel, painted.
<b>CEILING</b>	:	To be removable diffuser set. In anodized or painted aluminium frame. Diffuser to be white honey comb plastic. To be fitted with a silent exhaust fan yielding approximately 650 m <sup>3</sup> /hr. Alternative ceiling finishes may be suggested by the Architect. Allow for any additional costs.
<b>LIGHTING</b>	:	2 No. Indirect fluorescent lights built in the car operating panel. Allow for purpose-made interior lighting to Architect's details.

The colour and type of finishes shall be approved by the Architect before ordering.

Each car shall be equipped with 2 sets of illuminated push or touch buttons in silver anodized or stainless steel flush mounted operating panels. Two car operating panels shall be provided in each car.

The operating panels in all cars must comprise :

- . Floor buttons, one of each floor served
- . Emergency call button
- . Car inspection switch
- . Emergency stop button

Each car shall have direction of travel indicators at high level opposite doors.

Each car shall also be equipped with a digital floor position indicator above the sliding doors.

All lamps, buttons, etc., must be changeable from within the car.

All material used shall be approved by the local fire authority.

A load plate shall also be fitted in the car showing the maximum load allowed, in kilograms and number of passengers.

## **1.05 DOORS AND ARCHITRAVES**

The entrance to the car to be provided with two panel automatic centre opening stainless steel, satin finished sliding doors, guided at the bottom by non-metallic shoes sliding in suitable grooves. Doors are to be installed both in car and landings. The doors must be complete with electronic mechanical interlock and emergency opening key.

The car must be stopped and prevented from moving should a door be forced open.

The car doors and the landing doors must open automatically when levelling, the opening to start as the car is approximately 250mm from the landing. The car door and landing door to move simultaneously in opening and closing, being 5 seconds (to be adjustable). In open position the doors automatically have to move back to locked position, even if the car is stationary at the landing. By means of sensitive edge and one photocell the doors have to stop and reverse during their closing cycle if obstructed.

All door panels in landings and cars (like all walls) to be made from materials described earlier. All architraves to be made from spray painted matt finish steel. All plugs, brackets, etc., for architrave-fixing to be provided by the sub-contractor, and cast in by the sub-contractor. The appearance of the cabin will have to be approved by the Architect before ordering.

It is emphasized that great importance is attached to silent functioning of the doors.

## **1.06 LANDING CALL BUTTONS**

At each mid-landing, two stainless steel flush-mounted panels, per car, with two push or touch buttons for “up” and “down” traffic shall be provided between the landing doors. The buttons must light up when a call is registered.

Direction arrow lights shall be incorporated in all landing call panels, arranged so that when a button is pressed the corresponding arrow will illuminate indicating the direction of the call which is registered.

At terminal landings one button only to be installed in each landing panel.

At ground floor two illuminated digital car travel position indicators with arrows shall be placed, one above each door.

## **1.07 SHAFT INSTALLATIONS**

Guide rails for cars and counterweights to be T-steel guide rails planed on three edges. Rails must be placed accurately and fixed firmly to the shaft walls with sufficient spacing between brackets. The rails shall be brought totally to the bottom of the shaft.

The fixing of rails and the connection between two or more sections of rail must be in such a manner that the straight and vertical position is not influenced by changes in temperature or ordinary settlement in the structure.

Guide rails for the car to be either rubber roller guides or Telfon (Tufnol). Roller and shoes shall be renewable.

Buffer must be provided to bring the car counterweight to rest at the extreme limits of travel, should the car for any reason pass the limit switches.

The guide rails, roller shoes, buffers, counter-weight all to be provided and installed by the Sub-contractor.



## **1.08 LIFTING MACHINERY**

The machine shall be gearless, single wrap traction type, mounted on steel beams fitted on the shaft walls. The beams to be as per structural engineers details.

The following information on the machinery must accompany the tender.

Make  
Size, h.p.  
Voltage, V  
Power consumption at full load, KW  
Revolutions per minute, r.p.m.  
Full load current, A  
Starting current, A  
Duration of starting current, sec  
Power factor,  $\cos \theta$   
Acceleration time, sec  
Retardation time, sec

The motor must be provided with overload and phase failure cutout devices.

The control system to be fitted with a special battery/charger to enable technicians to move cabin to the nearest level to release trapped passengers in case of power failure. The system must prevent engaging of the turning device, until the power supply for the motor is switched off.

The aggregate must be dimensioned for the full load in continuous operation and for a temporary overload of 10%. The sub-contractor must provide information on the highest permissible operating temperature for optional functioning of the lift, and about the heat produced by the entire installation.

## **1.09 ROPES AND SHEAVES**

The lifts shall be provided with durable, flat polyurethane-coated high-tensile steel belts.

The sheaves shall be of ample diameter for ropes used. Sheaves shall be fixed by means of iron beams which are supplied and installed by the sub-contractor. Beams must be sound insulated from structural parts.

## **1.10 ELECTRICAL INSTALLATION**

All motors and switchgear shall be rated for operation at 240V/415V, 50 cycles. Relays and components must be tropicalised.

The installation must comply with the IEE Regulations. All wiring shall be carried out in a neat and orderly manner. Cables run on walls or ceilings to be in straight line and right angle bends enclosed in steel ducting.

Connections to equipment more than 400mm from wall shall be run from the wall in conduit cast in the floor to a connector box fixed upright adjacent to the equipment and through flexible conduit to the equipment.

All electrical switchgear must be clearly labelled.

## **1.11 ALARM**

An alarm button in the car shall simultaneously activate a bell situated on the car and bell positioned at the security station near the lift lobby at ground floor. The bells shall be supplied with power from a rechargeable dry cell battery supplied by sub-contractor. All wiring and installation of the alarm system shall be done by the sub-contractor.

## **1.12 CONTROL AND DISPLAY SYSTEM**

A control and display system shall be provided at the security room. The system, comprising a colour video monitor and keyboard shall indicate real-time elevator status, passenger traffic and demand, etc. It shall also be possible to feed commands to the controller from the keyboard, to adjust operation of the cars and for faults diagnosis.

**1.13 TECHNICAL DETAILS OF LIFTS OFFERED BY THE TENDERER**

**1. Lifting Machinery**

- a) Make
- b) Size, h.p.
- c) Power consumption at full load, KW
- d) Revolutions per minute, r.p.m.
- e) Full load current, A
- f) Starting current, A
- g) Duration of starting current, sec
- h) Power factor,  $\cos \theta$
- i) Acceleration time, sec
- j) Retardation time, sec

**2. Delivery Details**

Time in weeks from acceptance of tender to delivery of all equipment on site \_\_\_\_\_ Weeks.

Time in weeks from acceptance of tender to installation and commissioning \_\_\_\_\_ Weeks.

**3. Deviations from the Specification**

The Tenderer shall give below details of any Specification, or any deviations, omissions, additions of alternatives in respect of the lifts which he is offering.

If none, write None.

1.14 **MAINTENANCE CONTRACT**

The Tenderer shall insert in this section the cost of a fully comprehensive Maintenance Contract after one of the initial 12 months maintenance or defects liability period. The sum to be inclusive of regular monthly inspection and breakdown service, and shall include for all tools, parts replacement and service material such as oils, lubricants, etc.

**ITEM**

**KSHS.**

Annual Maintenance cost for 3 No. lifts as described  
in the following pages inclusive of all spares and  
24 hour call services (start date assumed end of building contract). \_\_\_\_\_

**WARRANTY**

The warranty period for the equipment and all the associated accessories shall be \_\_\_\_\_ months from the date of commissioning. (A minimum of 12 months will be allowed).

**FOREIGN CURRENCY**

State the foreign currency applied and the exchange rate to the Kenya Shilling.

1 \_\_\_\_\_ (Foreign Currency) = \_\_\_\_\_ KSh.

## **SECTION VI: NOT APPLICABLE**

### **DRAWINGS**

- Note
1. A list of drawings should be inserted here.
  2. The actual Contract drawings including site plans should be annexed in a separate booklet.

## **SECTION VII:**

### *BILLS OF QUANTITIES*

#### **Notes for preparing Bills of Quantities**

##### **1.0 Preamble To Bill of Quantities**

- a) The Bill of Quantities shall form part of the Contract Documents and is to be read in conjunction with the Instructions to Tenderers, Conditions of Contract Parts I and II, Specifications and Drawings.
- b) The brief description of the items in the Bill of Quantities is purely for the purpose of identification, and in no way modifies or supersedes the detailed descriptions given in the conditions of Contract and Specifications for the full direction and description of work and materials.
- c) The Quantities set forth in the Bill of Quantities are estimated and provisional, representing substantially the work to be carried out, and are given to provide a common basis for tendering and comparing of Tenders. There is no guarantee to the Contractor that he will be required to carry out all the quantities of work indicated under any one particular item or group of items in the Bill of Quantities. The basis of payment shall be the Contractor's rates and the quantities of work actually done in fulfilment of his obligation under the Contract.
- d) The prices and rates inserted in the Bills of Quantities will be used for valuing work executed, and the Engineer will measure the whole of the works executed in accordance with this Contract.
- e) A price or rate shall be entered in ink against every item in the Bill of Quantities with the exception of items, which already have provisional sums, affixed thereto. The Tenderers are reminded that no "nil" or "included" rates or "lump-sum" discounts will be accepted. The rates for various items should include discounts if any. Tenderers who fail to comply will be disqualified.
- f) Provisional sums (including Dayworks) in the Bill of Quantities shall be expended in whole or in part at the discretion of the Engineer in accordance with Sub-clause 52.4 and Clause 58 of part of the Conditions of Contract.
- g) The price and rates entered in the Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional plant to be used, labour, insurance, supervision, compliance, testing, materials, erection, maintenance or works, overheads and profits, taxes and duties together with all general risks, liabilities and obligations set out or implied in the Contract, transport, electricity and telephones, water, use and replenishment of all consumables, including those required under the Contract by the Engineer and his staff.

- h) Errors will not be corrected by the Employer for any arithmetic errors in computation or summation
- i) The Bills of Quantities, unless otherwise expressly stated therein, shall be deemed to have been prepared in accordance with the principles of the latest edition of the Civil Engineering Standard Method of Measurement (CESMM).
- j) “Authorised” “Directed” or “Approved” shall mean the authority, direction or approval of the Engineer.
- k) Unless otherwise stated, all measurements shall be net taken on the finished work carried out in accordance with the details shown on the drawings or instructed, with no allowance for extra cuts or fills, waste or additional thickness necessary to obtain the minimum finished thickness or dimensions required in this Contract. Any work performed in excess of the requirements of the plans and specifications will not be paid for, unless ordered in writing by the Engineer.
- l)
  - (a) Hard material, in this Contract, shall be defined as the material which, in the opinion of the Engineer, require blasting, or the use of metal wedges and sledgehammers, or the use of compressed air drilling for their removal, and which cannot be extracted by ripping with a dozer tractor of at least 150 brake horse power (112 kilowatt) with a single, rear-mounted, hydraulic ripper. Boulders of more than 0.2m<sup>3</sup> occurring in soft material shall be classified as hard material
  - (b) Soft material shall be all material other than hard material.

2.0 The objectives of the Bills of Quantities are;

- (a) to provide sufficient information on the quantities of Works to be performed to enable tenders to be prepared efficiently and accurately;and
- (b) when a Contract has been entered into, to provide a priced Bills of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bills of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bills of Quantities should be as simple and brief as possible.

**3.0 The Bills of Quantities should be divided generally into the following sections:**

**(a) Preliminaries.**

The preliminaries should indicate the inclusiveness of the unit prices, and should state the methods of measurement which have been adopted in the preparation of the Bills of Quantities and which are to be used for the measurement of any part of the Works.

The number of preliminary items to be priced by the tenderer should be limited to tangible items such as site office and other temporary works, otherwise items such as security for the Works which are primarily part of the Contractor's obligations should be included in the Contractor's rates.

**(b) Work Items**

- (i) The items in the Bills of Quantities should be grouped into sections to distinguish between those parts of the Works which by nature, location, access, timing or any other special characteristics may give rise to different methods of construction or phasing of the Works or considerations of cost. General items common to all parts of the Works may be grouped as a separate section in the Bills of Quantities.
- (ii) The brief description of the items in the Bill of Quantities should in no way modify or supersede the detailed descriptions given in the Contract drawings, Conditions of Contract and Specifications.
- (iii) Quantities should be computed net from the Drawings, unless directed otherwise in the Contract, and no allowance should be made for bulking, shrinkage or waste. Quantities should be rounded up or down where appropriate.
- (iv) The following units of measurement and abbreviations are recommended for use.



<i>Unit</i>	<i>Abbreviation</i>	<i>Unit</i>	<i>Abbreviation</i>
cubic meter	M <sup>3</sup> or cu m	millimeter	mm
hectare	ha	month	mon
hour	h	number	nr
kilogram	kg	square meter	m <sup>2</sup> or sq m
lump sum	sum	square millimeter	mm <sup>2</sup> or sq mm
meter	m	week	wk
metric ton (1,000 kg)	t		

- (v) The commencing surface should be identified in the description of each item for Work involving excavation, boring or drilling, for which the commencing surface is not also the original surface. The excavated surface should be identified in the description of each item for Work involving excavation for which the excavated surface is not also the final surface. The depths of Work should be measured from the commencing surface to the excavated surface, as defined.

**(c) Daywork Schedule**

A Daywork Schedule should be included if the probability of unforeseen work, outside the items included in the Bills of Quantities is relatively high. To facilitate checking by the Employer of the realism of rates quoted by the tenderers, the Daywork Schedule should normally comprise:

- (i) a list of the various classes of labour, and materials for which basic Daywork rates or prices are to be inserted by the tenderer, together with a statement of the conditions under which the Contractor will be paid for Work executed on a Daywork basis; and
- (ii) a percentage to be entered by the tenderer against each basic Daywork Subtotal amount for labour, materials and plant representing the Contractor's profit, overheads, supervision and other charges.

**(d) Provisional Quantities and Provisional Sums**

- (i) Provision for quantity contingencies in any particular item or class of Work with a high expectation of quantity overrun should be made by entering specific "Provisional Quantities" or "Provisional Items" in the Bills of Quantities, and *not* by increasing the quantities for that item or class of Work beyond those of the Work normally expected to be required. To the

extent not covered above, a general provision for physical contingencies (quantity overruns) should be made by including a “Provisional Sum” in the Summary of the Bills of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a “Provisional Sum” in the Summary of the Bills of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises.

- (ii) Provisional Sums to cover specialized works normally carried out by Nominated Sub Contractors should be avoided and instead Bills of Quantities of the specialised Works should be included as a section of the main Bill of Quantities to be priced by the Main Contractor. The Main Contractor should be required to indicate the name (s) of the specialised firms he proposes to engage to carry out the specialized Works as his approved domestic sub-contractors. Only Provisional Sums to cover specialized Works by statutory authorities should be included in the Bills of Quantities.
- (iii) Unless otherwise provided in the Contract, the Provisional Sums included in the Bills of Quantities should always be expended in whole or in part at the discretion of the Engineer after full consultation with the Employer.

**(e) Summary**

The Summary should contain a tabulation of the separate parts of the Bills of Quantities carried forward, with Provisional Sums for Dayworks, physical (quantity) contingencies, and price contingencies (upward price adjustment) where applicable.

**PROPOSED ADMINISTRATION BLOCK FOR JARAMOGI OGINGA ODINGA UNIVERSITY OF SCIENCE AND TECHNOLOGY**  
**BILLS OF QUANTITIES - LIFTS INSTALLATIONS**

**BILL NO. 1 –PASSENGER LIFTS INSTALLATIONS**

ITEM No.	DESCRIPTION	QTY	UNIT	RATE (KShs Cts)	AMOUNT (KShs Cts)
1	Supply 1200 kg (15 persons) <b>machine-room-less Panoramic</b> passenger lifts with durable flat polyurethane coated high-tensile grade steel belts, suitable for six (6) stops and openings and complete with all auxiliaries, gearless drive, duplex controller, control panel etc., and partial glazing as described earlier. The price to include taxes and duties.	2	No.		
2	<p>Installation and commissioning of the 2 No. Passenger Lifts. The testing and commissioning will be done as detailed below:-</p> <p>i) Prior to commencement of the commissioning work, the contractor shall submit a procedure for the inspection, testing and commissioning of the lifts. This procedure shall include all the visual and functional check/test of all components of the lift system - the visual check will cover the standard of workmanship, the functional quality of the equipment and general compliance with the lift specification and the functional tests shall check the operation of the lift system as a whole.</p> <p>ii) Commissioning will be undertaken by a qualified person using the approved inspection, testing and commissioning procedure.</p> <p>iii) On successful commissioning of the system, in terms of the specified requirements, a Taking Over Certificate shall be completed. This is the written notification to the lifts installer that the appointed client representatives have taken over the installation in terms of the Agreement. Payment cannot be effected without this certificate</p> <p>iv) The Final Completion date for the lift system installation is determined from the Hand over Certificate. The taking over date is also that date on which the warranty period is deemed to have commenced.</p>		Item		
3	Maintenance for 12 months of 3No. Passenger Lifts as described in the Technical Specifications		Item		
4	<p>Any other item which the Tenderer wishes to add (please state)</p> <p>(i) _____</p> <p>(ii) _____</p> <p>(iii) _____</p> <p>(iv) _____</p>				
5	415V Surge diverter as Furse ESP 415, or approved equivalent, complete with purpose-made enclosure with viewing window.	2	No.		
<b>Total Carried to Summary Page for Lifts Installation</b>					

**PROPOSED ADMINISTRATION BLOCK FOR JARAMOGI OGINGA ODINGA UNIVERSITY OF SCIENCE AND TECHNOLOGY**  
**BILLS OF QUANTITIES - LIFTS INSTALLATIONS**

**BILL NO. 2 –GOODS LIFTS INSTALLATIONS**

ITEM No.	DESCRIPTION	QTY	UNIT	RATE (KShs Cts)	AMOUNT (KShs Cts)
1	Supply 2000 kg Goods Lift <b>machine-room-less</b> with durable flat polyurethane coated high-tensile grade steel belts, suitable for six stops and openings and complete with all auxiliaries, gearless drive, duplex controller, control panel etc., and partial glazing as described earlier. The price to include taxes and duties.		1 No.		
2	Installation and commissioning of the 1 No. Goods Lifts. The testing and commissioning will be done as detailed below:- i) Prior to commencement of the commissioning work, the contractor shall submit a procedure for the inspection, testing and commissioning of the lifts. This procedure shall include all the visual and functional check/test of all components of the lift system - the visual check will cover the standard of workmanship, the functional quality of the equipment and general compliance with the lift specification and the functional tests shall check the operation of the lift system as a whole. ii) Commissioning will be undertaken by a qualified person using the approved inspection, testing and commissioning procedure. iii) On successful commissioning of the system, in terms of the specified requirements, a Taking Over Certificate shall be completed. This is the written notification to the lifts installer that the appointed client representatives have taken over the installation in terms of the Agreement. Payment cannot be effected without this certificate iv) The Final Completion date for the lift system installation is determined from the Hand over Certificate. The taking over date is also that date on which the warranty period is deemed to have commenced.				
3	Maintenance for 12 months of 1No. Passenger Lift as described in the Technical Specifications		Item		
4	Any other item which the Tenderer wishes to add (please state) (i) _____ (ii) _____ (iii) _____ (iv) _____				
6	415V Surge diverter as Furse ESP 415, or approved equivalent, complete with purpose-made enclosure with viewing window.		1 No.		
	<b>Total Carried to Summary Page for Lifts Installation</b>				

**PROPOSED ADMINISTRATION BLOCK FOR JARAMOGI OGINGA ODINGA UNIVERSITY OF SCIENCE AND TECHNOLOGY**  
**BILLS OF QUANTITIES - LIFTS INSTALLATIONS**

**BILL NO.3 GENERAL ITEMS**

Item No.	Description	Qty	Unit	Rate	Amount KSh.
3.00	Carry out comprehensive 24-hour power analysis and all Lifts Tests, after installing the lift, with a digital power meter (with printer) to: i) Record and print all the power system parameters. ii) Submit 3 copies of the print-outs. <b>(Note: Parameters must be satisfactory before power is switched on).</b>		Item		
3.01	Allow for presentation of all the required samples as per specifications, Bills of Quantities and Drawings.		Item		
3.02	Prepare and submit Working Drawings as follows:- i) Draft soft copy in Archicad® and Autocad® CD-RW. ii) Amended soft copy in Archicad® and Autocad® in CD-RW. iii) 4 Final soft copies in Archicad® and Autocad® in CD-RW to Architect, Client, Quantity Surveyor, and Engineer (2 copies) iv) 4 Draft hard-copies of Working Drawings in Ao (Scales 1:50, 1:25) to Engineer, Architect and Main Contractor. v) 4 Amended hard copies of Working Drawings in Ao (Scales 1:50 and 1:25) to Engineer, Architect and Main Contractor. vi) 4 No. Final hard copies of working drawings in Ao (Scales 1:50, 1:25) to Engineer (3 copies), Architect (1 copy), Quantity Surveyor (1 copy), Client (3 copies), Contractor (3 copies).  <b>(Note: Full set of drawings to be presented as per drawing list).</b>		Item		
3.03	As item no. 3.02, but for Record (As-Installed) Drawings comprising: i) Fully dimensioned drawings of all plants and apparatus. i) General arrangement drawings of equipment, plant etc. ii) Routes – types and sizes and arrangement of all pipework. iii) System schematics and trunking diagrams showing all salient information relating to control and instrumentation. iv) Grading charts v) Wiring and piping diagrams of plant and apparatus. vi) Schematic diagram of individual plants and switch and control boards. vii) All the required operating instructions for all panels, boards, control panels etc.		Item		
3.04	Prepare and submit Maintenance Manuals for all items installed.		Item		
3.05	Provide a year's (12 months') initial maintenance upon expiry of the Defects Liability Period. The maintenance to be carried out every quarter (3 months) for a period of 12 months.		Item		
<b>Total C/F to Next page</b>					-



**PROPOSED ADMINISTRATION BLOCK FOR JARAMOGI OGINGA ODINGA UNIVERSITY OF SCIENCE AND TECHNOLOGY**  
**BILLS OF QUANTITIES - LIFTS INSTALLATIONS**

**COLLECTION PAGE**

ITEM No.	DESCRIPTION	AMOUNT (KShs Cts)
S1	Bill No. 1 Passenger Lift Installations B/f	
S2	Bill No. 2 Goods Lift Installations B/f	
S3	Bill No. 3 General Items B/f	-
S.4	Bill No. 4: Sub-contract Preliminaries B/F from Part D	-
S5	<b>Sub Total</b>	-
S6	Add 10% of the Sub-Total in Item No.S5 above as Contingency and to cover currency fluctuations	-
S7	<b>Total for Lifts Installation C/F to Form of Tender for Lift Installations</b>	-

Total Amount in words .....

.....

Tenderer's Name and Stamp .....

Signature.....

Date .....

PIN No. ....

VAT No. ....

Witness .. Address .....

Signature .....

Date .....

## SECTION VIII

### *STANDARD FORMS*

- (i) Form of Invitation for Tenders
- (ii) Form of Tender
- (iii) Appendix to Form of Tender
- (iv) Letter of Acceptance
- (v) Form of Agreement
- (vi) Form of Tender Security
- (vii) Performance Bank Guarantee (unconditional)
- (viii) Bank Guarantee for Advance Payment
- (ix) Tender Questionnaire
- (xi) Confidential Business Questionnaire
- (x) Statement of Foreign Currency Requirement
- (xi) Schedule of Materials;- Basic Prices
- (xii) Schedule of Labour;- Basic Prices
- (xiii) Schedule of Plant and Equipment
- (xv) Details of Sub-Contractors
- (xvi) Certificate of Tenderer's Site visit
- (xvii) Form of Written Power of Attorney
- (xviii) Key Personnel
- (xix) Completed Civil Works
- (xx) Schedule of Ongoing Projects
- (xxi) Other Supplementary Information
- (xxii) Request for Review Form



## FORM OF INVITATION FOR TENDERS

\_\_\_\_\_ [date]

To: \_\_\_\_\_ [name of Contractor]  
\_\_\_\_\_ [address]  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs:

**Reference:** \_\_\_\_\_ **[Contract Name]**

**You have been prequalified to tender for the above project.**

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

**A complete set of tender documents may be purchased by you from \_\_\_\_\_  
\_\_\_\_\_ [mailing address, cable/telex/facsimile numbers].**

**Upon payment of a non-refundable fee of Kshs \_\_\_\_\_**

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

\_\_\_\_\_  
**[address and location]**

**at or before \_\_\_\_\_ (time and date). Tenders will be opened immediately thereafter, in the presence of tenderers' representatives who choose to attend.**

**Please confirm receipt of this letter immediately in writing by cable/facsimile or telex.**

**Yours faithfully,**

\_\_\_\_\_  
**Authorised Signature**  
\_\_\_\_\_  
**Name and Title**

# FORM OF TENDER

TO: \_\_\_\_\_ [Name of Employer] \_\_\_\_\_ [Date]  
\_\_\_\_\_ [Name of Contract]

Dear Sir,

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

**APPENDIX TO FORM OF TENDER**

**(This appendix forms part of the tender)**

CONDITIONS OF CONTRACT	CLAUSE	AMOUNT
Tender Security (Bank Guarantee only)		Kshs
Amount of Performance Security (Unconditional Bank Guarantee)	10.1	___ percent of Tender Sum in the form of Unconditional Bank Guarantee
Program to be submitted	14.1	Not later than ___ days after issuance of Order to Commence
Cashflow estimate to be submitted	14.3	Not later than ___ days after issuance of Order to Commence
Minimum amount of Third Party Insurance	23.2	Kshs.
Period for commencement, from the Engineer's order to commence	41.1	_____ days
Time for completion	43.1	.....
Amount of liquidated damages	47.1	Kshs. _____ per day
Limit of liquidated damages	47.1	___% of Contract Value
Defect Liability period	49.1	Months
Percentage of Retention	60.5	___ of Interim Payment Certificate
Limit of Retention Money	60.5	___ % of Contract Price
Minimum amount of interim certificates	60.2	Contract value/Time for completion in months
Time within which payment to be made after Interim Payment Certificate signed by Engineer	60.8	_____ days
Time within which payment to be made after Final Payment Certificate signed by Engineer	60.8	_____ days
Appointer of Arbitrator	67(3)	Chief Justice of The Republic of Kenya
Notice to Employer and Engineer	68.2	The Employers address is: Permanent Secretary, Ministry of....., P.O.Box ..... <b><u>NAIROBI</u></b>  The Engineer's address is: Chief Engineer(.....), Ministry of....., P.O.Box..... <b><u>NAIROBI</u></b>

Signature of Tender.....Date.....

**LETTER OF ACCEPTANCE**

**[letterhead paper of the Employer]**

\_\_\_\_\_ [date]

To: \_\_\_\_\_  
[name of the Contractor]

\_\_\_\_\_  
[address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated \_\_\_\_\_  
for the execution of \_\_\_\_\_  
[name of the Contract and identification number, as given in the Tender documents] for the Contract  
Price of Kshs. \_\_\_\_\_ [amount in figures][Kenya  
Shillings \_\_\_\_\_ (amount in words) ] in accordance with the Instructions  
to Tenderers is hereby accepted.

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

Authorized Signature .....

Name and Title of Signatory .....

Attachment : Agreement

## FORM OF AGREEMENT

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ between \_\_\_\_\_ of [or whose registered office is situated at] \_\_\_\_\_ (hereinafter called “the Employer”) of the one part AND \_\_\_\_\_ of [or whose registered office is situated at] \_\_\_\_\_ (hereinafter called “the Contractor”) of the other part.

WHEREAS THE Employer is desirous that the Contractor executes

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

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.
  - (i) Letter of Acceptance
  - (ii) Form of Tender
  - (iii) Conditions of Contract Part I
  - (iv) Conditions of Contract Part II and Appendix to Conditions of Contract
  - (v) Specifications
  - (vi) Drawings
  - (vii) Priced Bills of Quantities
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other

sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The common Seal of \_\_\_\_\_

Was hereunto affixed in the presence of \_\_\_\_\_

Signed Sealed, and Delivered by the said \_\_\_\_\_

Binding Signature of Employer \_\_\_\_\_

Binding Signature of Contractor \_\_\_\_\_

In the presence of (i) Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

[ii] Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

**FORM OF TENDER SECURITY**

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

KNOW ALL PEOPLE by these presents that WE ..... having our registered office at .....(hereinafter called “the Bank”), are bound unto .....(hereinafter called “the Employer”) in the sum of Kshs..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this ..... Day of .....20.....

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;
  - (c) rejects a correction of an arithmetic error in the tender.

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]

**(Amend accordingly if provided by Insurance Company)**

**PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)**

To: \_\_\_\_\_(Name of Employer) \_\_\_\_\_(Date)  
\_\_\_\_\_ (Address of Employer)

Dear Sir,

WHEREAS \_\_\_\_\_(hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_(hereinafter called “the Works”);

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognised 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 \_\_\_\_\_

**(Amend accordingly if provided by Insurance Company)**



**BANK GUARANTEE FOR ADVANCE PAYMENT**

To: \_\_\_\_\_ [name of Employer] \_\_\_\_\_ (Date)  
\_\_\_\_\_ [address of Employer]

Gentlemen,

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: \_\_\_\_\_

**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*)

## **ANTI – CORRUPTION POLICY IN THE PROCUREMENT PROCESS**

### **UNDERTAKING BY BIDDER ON ANTI – CORRUPTION POLICY / CODE OF CONDUCT AND COMPLIANCE PROGRAMME**

The governments of Kenya is committed to fighting corruption in all its forms and in all its institutions to ensure that all the government earned revenues are utilized prudently and for the purpose intended with a view to promoting economic development as the country work towards actualizing Vision 2030.

Here at Jaramogi Oginga Odinga University of Science and Technology and also being one of the government entities mandated under the government to provide quality education and transforming lives, on behalf of the government, we are highly committed to fighting any form of corruption in our organization to ensure that all the monies that the government entrust with us, is optimally and prudently utilized for the benefits of all the people we serve.

**The following is a requirement that every Bidder wishing to do business with JARAMOGI OGINGA ODINGA UNIVERSITY OF SCIENCE AND TECHNOLOGY must comply with:**

- (1) Each bidder must submit a statement, as part of the tender documents, in the format given and which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the bidding company and, where relevant, of its subsidiary in Kenya. If a tender is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.
- (2) Bidders will also be required to submit similar No-bribery commitments from their subcontractors and consortium partners; the bidder may cover the subcontractors and consortium partners in its own statement, provided the bidder assumes full responsibility.
- (3)
  - a) Payment to agents and other third parties shall be limited to appropriate compensation for legitimate services.
  - b) Each bidder will make full disclosure in the tender documentation of the beneficiaries and amounts of all payments made, or intended to be made, to agents or other third parties (including political parties or electoral candidates) relating to the tender and, if successful, the implementation of the contract.
  - c) The successful bidder will also make full disclosure [quarterly or semi- annually] of all payments to agents and other third parties during the execution of the contract.
  - d) Within six months of the completion of the performance of the contract, the successful bidder will formally certify that no bribes or other illicit commissions have been paid. The final accounting shall include brief details of the goods and services provided that are sufficient to establish the legitimacy of the payments made.
  - e) Statements required according to subparagraphs (b) and (d) of this paragraph will have to be certified by the company's Chief Executive Officer, or other appropriate senior corporate officer.
- (4) Tenders which do not conform to these requirements shall not be considered.

- (5) If the successful bidder fails to comply with its No-bribery commitment, significant sanctions will apply. The sanctions may include all or any of the following:
- a) Cancellation of the contract;
  - b) Liability for damages to the public authority and/or the unsuccessful competitors in the bidding possibly in the form of a lump sum representing a pre-set percentage of the contract value (liquidated).
- (6) Bidders shall make available, as part of their tender, copies of their anti-Bribery Policy/Code of Conduct, if any, and of their-general or project - specific - Compliance Program.
- (7) The Government of Kenya through Ethics and Anti-Corruption Commission has made special arrangements for adequate oversight of the procurement process and the execution of the contract. Those charged with the oversight responsibility will have full access if need be to all documentation submitted by Bidders for this contract, and to which in turn all Bidders and other parties involved or affected by the project shall have full access (provided, however, that no proprietary information concerning a bidder may be disclosed to another bidder or to the public).

## 1. MEMORANDUM ( FORMAT )

### (Clause 46 of Kenya Public Procurement and Asset Disposal Act 2015)

This company \_\_\_\_\_(*name of company*) has issued, for the purposes of this tender, a Compliance Program copy attached -which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects or contract including agents, consultants, consortium partners, subcontractors and suppliers'")"

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

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

**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:

Name in full . Nationality. Citizenship Details\*. Shares.

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

**STATEMENT OF FOREIGN CURRENCY REQUIREMENTS**

(See Clause 60[5] 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)

**SCHEDULE OF MATERIALS;-BASIC PRICES**  
**(Ref: Clause 70 of Conditions of Contract)**

MATERIAL	UNIT	ORIGIN AND PRICE			TRANSPORTATION COST FROM SOURCE OF ORIGIN	
		COUNTRY OF ORIGIN	SUPPLIER	PRICE	MODE	PRICE (KSHS)
Cement	Mg					
Lime	Mg					
Sand	Mg					
Aggregate	Mg					
Diesel	L					
Regular Petrol	L					
Super Petrol	L					
Kerosene	L					
Structural steel	Mg					
Gabion Mesh	M2					
Reinforcement Steel	Mg					
Explosives	Kg					
Oil and Lubricants	L					
Bitumen Emulsion A3	L					
Bitumen Emulsion A4	L					
Bitumen Emulsion K1	L					
Bitumen Emulsion K3	L					
Bitumen 80/100	Kg					
Bitumen MC 30	ML					
Bitumen MC 70	L					
Bitumen MC 3000	L					
Ammonium nitrate for blasting	Kg					

I certify that the above information is correct.

.....  
 (Title)

.....  
 (Signature)

.....  
 (Date)



The prices inserted above shall be those prevailing 30 days before the submission of Tenders and shall be quoted in Kenya Shillings using the exchange rates specified in the Appendix to Form of Tender.

Prices of imported materials to be quoted CIF Mombasa or Nairobi as appropriate depending on whether materials are imported by the tenderer directly or through a local agent.

Transportation costs for imported materials to be quoted from Mombasa or Nairobi as appropriate to \_\_\_\_\_(Contract Site) depending on whether materials are imported directly by the tenderer or through a local agent.

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

\_\_\_\_\_  
\_\_\_\_\_

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

*(FULL PARTICULARS)* \_\_\_\_\_  
\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

## **ANTI – CORRUPTION POLICY IN THE PROCUREMENT PROCESS**

### **UNDERTAKING BY BIDDER ON ANTI – CORRUPTION POLICY / CODE OF CONDUCT AND COMPLIANCE PROGRAMME**

The governments of Kenya is committed to fighting corruption in all its forms and in all its institutions to ensure that all the government earned revenues are utilized prudently and for the purpose intended with a view to promoting economic development as the country work towards actualizing Vision 2030.

Here at Jaramogi Oginga Odinga University of Science and Technology and also being one of the government entities mandated under the government to provide quality education and transforming lives, on behalf of the government, we are highly committed to fighting any form of corruption in our organization to ensure that all the monies that the government entrust with us, is optimally and prudently utilized for the benefits of all the people we serve.

**The following is a requirement that every Bidder wishing to do business with JARAMOGI OGINGA ODINGA UNIVERSITY OF SCIENCE AND TECHNOLOGY must comply with:**

- (1) Each bidder must submit a statement, as part of the tender documents, in the format given and which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the bidding company and, where relevant, of its subsidiary in Kenya. If a tender is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.
- (2) Bidders will also be required to submit similar No-bribery commitments from their subcontractors and consortium partners; the bidder may cover the subcontractors and consortium partners in its own statement, provided the bidder assumes full responsibility.
- (3)
  - a) Payment to agents and other third parties shall be limited to appropriate compensation for legitimate services.
  - b) Each bidder will make full disclosure in the tender documentation of the beneficiaries and amounts of all payments made, or intended to be made, to agents or other third parties (including political parties or electoral candidates) relating to the tender and, if successful, the implementation of the contract.
  - c) The successful bidder will also make full disclosure [quarterly or semi- annually] of all payments to agents and other third parties during the execution of the contract.
  - d) Within six months of the completion of the performance of the contract, the successful bidder will formally certify that no bribes or other illicit commissions have been paid. The final accounting shall include brief details of the goods and services provided that are sufficient to establish the legitimacy of the payments made.
  - e) Statements required according to subparagraphs (b) and (d) of this paragraph will have to be certified by the company's Chief Executive Officer, or other appropriate senior corporate officer.
- (4) Tenders which do not conform to these requirements shall not be considered.

- (5) If the successful bidder fails to comply with its No-bribery commitment, significant sanctions will apply. The sanctions may include all or any of the following:
  - c) Cancellation of the contract;
  - d) Liability for damages to the public authority and/or the unsuccessful competitors in the bidding possibly in the form of a lump sum representing a pre-set percentage of the contract value (liquidated).
- (6) Bidders shall make available, as part of their tender, copies of their anti-Bribery Policy/Code of Conduct, if any, and of their-general or project - specific - Compliance Program.
- (7) The Government of Kenya through Ethics and Anti-Corruption Commission has made special arrangements for adequate oversight of the procurement process and the execution of the contract. Those charged with the oversight responsibility will have full access if need be to all documentation submitted by Bidders for this contract, and to which in turn all Bidders and other parties involved or affected by the project shall have full access (provided, however, that no proprietary information concerning a bidder may be disclosed to another bidder or to the public).

**2. MEMORANDUM ( FORMAT )**

**(Clause 46 of Kenya Public Procurement and Asset Disposal Act 2015)**

This company \_\_\_\_\_(*name of company*) has issued, for the purposes of this tender, a Compliance Program copy attached -which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects or contract including agents, consultants, consortium partners, subcontractors and suppliers'")"

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

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address:

---



---



---



---



---



---

**NON-DEBARMENT STATEMENT**

I/We/Messrs..... of  
.....Street/avenue, .....Building, P. O. Box.....Code ....., of ..... (Town),

..... (Nationality), Phone: ..... E-mail .....

declare that I/We /Messrs

.....

are not debarred from participating in public procurement by the Public Procurement Oversight Authority pursuant to section 115 of the Public Procurement and Disposal Act, 2005.

Dated this .....day of ..... 20.....

Authorized Signature.....Official Stamp .....

Name and Title of Signatory.....

**STATEMENT OF COMPLIANCE**

- a) I confirm compliance of all clauses of the General Conditions, General Specifications and Particular Specifications in this tender.
- b) I confirm I have not made and will not make any payment to any person, who can be perceived as an inducement to win this tender.

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

Date: .....

Official

Rubber

Stamp:

.....

**DETAILS OF LITIGATIONS OR ARBITRATION PROCEEDINGS  
IN WHICH THE TENDERER IS INVOLVED AS ONE OF THE PARTIES**

1. .
2. .
3. .
4. .
5. .
6. .
7. .
8. .
9. .
- 10 .

**REPUBLIC OF KENYA**  
**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of .....dated the...day of .....20.....in the matter of Tender No.....of .....20...

**REQUEST FOR REVIEW**

I/We.....,the above named Applicant(s), of address: Physical address.....Fax No.....Tel. No.....Email ....., hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

- 1.
  - 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
  - 2.
- etc

SIGNED .....(Applicant)

Dated on.....day of ...../...20...

---

**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on ..... day of .....20.....

SIGNED  
Board Secretary



## EVALUATION CRITERIA

Technical Evaluation Form: The tenderer is expected to complete Part 1 and 3 of this form

### Part A: General Information

Tenderer Name.....
Postal Address.....
Telephone (Office).....Mobile.....
Physical Address.....

### Part B: Evaluation Stages

#### Stage 1: Mandatory Requirements

*Applicants **must** qualify in all the requirements below for them to proceed to the Evaluation Stage 2- Technical evaluation*

S/No	Mandatory requirement
1	Must provide National Construction Authority (NCA) Category 3 and above registration certificate under the category of Electrical Installation. In the event of a joint venture, the certificate maybe submitted by any one of the members of the venture.
2	Must provide Copy of current annual contractors practicing license from National Construction Authority (NCA). In the event of a joint venture, the certificate will be submitted by the holder of the NCA registration certificate.
3	Must provide Detailed Company profile.
4	Must provide certified copy of Certificate of Incorporation. If joint venture, ALL member of the venture shall submit their respective certificates.
5	Must attach proof of certified Company Ownership (CR12).
6	Must attach certified copy of Single Business Permit for the year 2020
7	Must provide valid Certificate of Tax Compliance from Kenya Revenue Authority; (certified copy). If joint venture, ALL member of the venture shall submit their respective certificates.
8	Must Dully fill, sign and stamp the Form of Tender.
9	Must attach Certified Audited financial reports prepared by registered Auditors for the last three consecutive years for the years ended 2017, 2018 and 2019.
10	Must Dully fill, sign and stamp the Confidential Business Questionnaire
11	Must Provide Dully filled, signed and stamped Non-Debarment Declaration Form.
12	Must Provide Dully signed and signed/stamped Litigation Declaration Form.)
13	Site visit/ pre-tender conference is mandatory (as indicated in the advertisement)
14	Must provide a bid bond of 2% of the tender amount from a commercial bank recognized by CBK and must be valid for 120 days from the date of tender closing.
15	Must provide Manufacturers letter of Authority for the specified equipment
16	Must dully fill sign and stamp the Anti-corruption declaration form
17	Must Provide proof of Power of attorney of Tender Signatory in the event of a joint

## Stage 2: Technical Evaluation

Award of points for the Technical Evaluation shall be as shown in Table 1 below:

Item	Description	Points Scored	Max Points	Total Points
1.	Key Personnel (Attach evidence)			25
	a) Project Engineer qualification <ul style="list-style-type: none"> <li>• Holder of Degree ----- 5 marks</li> <li>• Holder of Diploma ----- 3marks</li> <li>• Holder of Certificate ----- 0 marks</li> </ul>		5	
	b) Project Engineer's experience <ul style="list-style-type: none"> <li>• Over ten (10) year relevant experience -- 5 marks</li> <li>• Five (5) to ten (10) years relevant experience --- ----- 4 marks</li> <li>• Under five (5) years relevant experience ---- 2 marks</li> <li>• No experience ----- 0 marks</li> </ul>		5	
	c) Works Inspector Qualification <ul style="list-style-type: none"> <li>• Holder of Degree in electrical engineering ----- -- 5 marks</li> <li>• Holder of Diploma in electrical engineering ----- --- 3 marks</li> <li>• Holder of Certificate in relevant engineering ----- ---- 1 mark</li> <li>• No Qualification ----- 0 marks</li> </ul>		5	
	d) Works Inspector's Experience <ul style="list-style-type: none"> <li>• Over 10 years' relevant experience----- 5 marks</li> <li>• Five (5) to ten (10) years' relevant experience -- ----- 3 marks</li> <li>• Under 5 years' relevant experience ----- 1 marks</li> <li>• No experience -----0 marks</li> </ul>		5	
	e) Experience of Site Technicians with minimum of certificate qualification in relevant Engineering field <ul style="list-style-type: none"> <li>• Over 10 years' relevant experience ----- 5 marks</li> <li>• Five (5) to ten (10) relevant experience ----- 3marks</li> <li>• Under 5 years' relevant experience ----- 1mark</li> <li>• No relevant experience ----- 0 marks</li> </ul>		5	

Item	Description	Points Scored	Max Points	Total Points
2.	<p>Contracts completed in the last five (5) years; a max of 5 No. projects (Attach evidence in form of completion certificates or letters from clients/consultants.)</p> <ul style="list-style-type: none"> <li>• Project of similar nature, complexity and magnitude of equal or higher value. ----- 5 marks each</li> <li>• Project of similar nature and complexity but of lower magnitude than the one in consideration ----- 3 marks each</li> <li>• No completed project of similar nature ---- 0 marks</li> </ul>		25	25
3	<p>On-going projects (A max of 2 No. projects) (Attach evidence; Letters of Award/ Interim certificates/ Contracts)</p> <ul style="list-style-type: none"> <li>• Project of similar nature, complexity and magnitude ----- 5 marks each</li> <li>• Project of similar nature, but of lower value than the one in consideration ----- 2.5 marks each</li> <li>• No ongoing project of similar nature ----- 0 marks</li> </ul>		10	10
5.	<p>Evidence of business physical address. (Offices/Workshops). Provide copies of ownership or lease agreement documents.</p>		5	5
6.	<p>Financial report Audited financial report (last three [3] years) - 2017-2019</p> <ul style="list-style-type: none"> <li>• Average Annual Turnover equal or higher than to Kshs. 40.0 Million ----- 15 Marks</li> <li>• Average Annual Turnover between Kshs. 20 Million and Kshs 39.9 Million ----- 10 Marks</li> <li>• Average Annual Turnover between Kshs. 10 Million and Kshs 19.9 Million ----- 5 Marks</li> <li>• Average Annual Turnover below Kshs 10 Million ----- 0 Marks</li> </ul>		15	15
7.	<p>Evidence of financial resources (cash in hand, lines of credit, overdraft facility etc.)</p> <ul style="list-style-type: none"> <li>• Amount equivalent to or above 25% of submitted tender sum ----- 20 Marks</li> <li>• Amount equivalent to 20% but below 25% of submitted tender sum ----- 15 Marks</li> </ul>		20	20

<b>Item</b>	<b>Description</b>	<b>Points Scored</b>	<b>Max Points</b>	<b>Total Points</b>
	<ul style="list-style-type: none"> <li>• Amount equivalent to 15% but below 20% of submitted tender sum ----- 10 Marks</li> <li>• Amount equivalent to 10% but below 15% of submitted tender sum ----- 5 Marks</li> <li>• Amount below 10% of submitted tender sum ----- 0 Mark</li> </ul>			
	<b>TOTAL</b>			100

Any tenderer who scores 70 points and above in this Technical Evaluation shall be considered for further evaluation.

### **Stage 3: Financial Evaluation**

Only tenderer's who score 70% and above of the overall marks on the technical evaluation shall qualify for financial evaluation.

This will be carried out only for those tenders that have passed BOTH mandatory requirements and Technical evaluation. The client will;

1. Undertake price comparison and ranking of prices.
2. The prices shall be compared and checked for completeness including all local taxes.

### **Stage 4: Due Diligence and Recommendation for Award**

Particulars of post – qualification if applicable. The Client may inspect the premises due diligence to seek further clarification/confirmation if necessary, to confirm authenticity/compliance of any condition of the tender/qualifications of the tenderer in line with Section 83 of the Public Procurement and Asset Disposal Act, 2015.

The tenderer shall not be awarded the Sub-Contract if they fail to pass the compliance test. The second lowest tenderer shall be considered for due diligence.

Award Criteria: The firm achieving the lowest evaluated price will be awarded the Sub-Contract in line with Section 86 of the Public Procurement and Disposal Act, 2015

Particulars of performance security; 10% of Sub-Contract sum.