

# **REPUBLIC OF KENYA**



## **PARLIAMENT OF KENYA**

### **PARLIAMENTARY SERVICE COMMISSION (PSC)**

**PARLIAMENT BUILDINGS, PARLIAMENT ROAD**

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#### **TENDER DOCUMENT**

**TENDER NO. PSC/015/2019-2020**

**FOR**

**SUPPLY, DELIVERY, INSTALLATION, TESTING AND  
COMMISSIONING OF KITCHEN EQUIPMENT INSTALLATIONS**

**PROPOSAL SUBMISSION DEADLINE:**

**MONDAY, 18<sup>TH</sup> NOVEMBER, 2019 AT 11.00AM.**

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## **DEFINITIONS**

The following terms and expressions used in the contract document shall have the following meanings:

The Employer	<b>Parliamentary Service Commission</b> P.O. Box 41842-00100 Nairobi.
Employer's Representative	<b>Clerk of Senate/ PSC Secretary,</b> P.O. Box 41842-00100, Nairobi.
Project Manager	Shall be appointed by the Employer Representative
Project Engineer	<b>Chief Engineer,</b> Parliamentary Service Commission, P.O. Box 41842-00100 NAIROBI.
Contractor	The firm appointed to carry out the supply, delivery, installation, testing and commissioning of new kitchen equipment
Site	Main Parliament Building, Central Business District, Nairobi County.

## **SPECIAL NOTES**

**Important:** *The site for the proposed works has a number of existing installations. The Contractor will be required to ensure there's no interference with supply of services to neighbouring organizations. The Contractor will be required to take all precaution and care so that no damage will occur to the existing installations on site. The Contractor is also advised to secure all the necessary insurance policies as he will be solely held responsible for any damages to the existing system, injuries to persons resulting from his activities and/or interference with normal operations of the building that may result from his negligence, actions or otherwise.*

1. These notes shall form part of the Instructions to Tenderers and Conditions of Contract.
2. The Tenderer is required to check the number of pages in this document and should he find any missing, or in duplicate or indistinct he should inform project Engineer at once and have the same rectified.
3. The Tenderer shall not alter or otherwise qualify the text of this specification. Any alteration or qualification made without authority will be ignored and the text of the specification as printed will be adhered to.
4. The Tenderer shall be deemed to have made allowances in his unit prices generally to cover items of preliminaries or additions to Prime cost Sums or other items, if those have not been priced against the respective items.
5. The Tenderer's price shall include all government taxes including duties, VAT etc. No claims whatsoever will be allowed in respect of duties, VAT etc if the Tenderer fails to include them in his unit prices. It is also to be noted that VAT will be included in the unit rates and **NOT** worked out as a percentage of the total.
6. In no case will any expenses incurred by the Tenderer in preparation of this Tender be reimbursed.
7. The copyright of this specification is vested in the Engineers and no part thereof may be reproduced without their express permission, given in writing.
8. The specifications must be priced in Kenya Currency i.e. Shillings and Cents.
9. All the Tenderers must make a declaration that they have not and will not make any payment to any person which can be perceived as an inducement to enable them to win this Tender.
10. Tenderers must submit one (1) "original" and one (1) "copy" of the bid document.

Signed (As in Tender) .....Date/Stamp.....

## INVITATION TO TENDER

**TENDER REF NO: PSC/016/2019-2020**

**TENDER NAME: SUPPLY, DELIVERY, INSTALLATION, TESTING AND  
COMMISSIONING OF KITCHEN EQUIPMENT**

The Parliamentary Service Commission (PSC) invites sealed bids from eligible candidates for Supply, Delivery, Installation, Testing and Commissioning of Kitchen Equipment.

Interested eligible candidates may obtain further information from the **Procurement Office on 2<sup>nd</sup> Floor, Protection House, Nairobi** or email through [procurementpsc@parliament.go.ke](mailto:procurementpsc@parliament.go.ke) or [csenate@parliament.go.ke](mailto:csenate@parliament.go.ke). Complete sets of the tender documents may be downloaded free of charge from the **Commission's Website**; [www.parliament.go.ke](http://www.parliament.go.ke) or IFMIS Portal; [www.supplier.treasury.go.ke](http://www.supplier.treasury.go.ke).

A **mandatory pre-bid meeting** will be held on **Monday, 11<sup>th</sup> November, 2019, at 11.00 am** at **Protection House, 2<sup>nd</sup> floor** at the junction of Haile Selassie Avenue and Parliament Road, Nairobi.

Duly completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number, name as prescribed and be deposited in the tender box provided at the **Reception on 2<sup>nd</sup> Floor, Protection House, at the junction of Parliament Road and Haile Selassie Avenue**, Nairobi or be addressed to:-

**Clerk of the Senate/Secretary,  
Parliamentary Service Commission,  
P. O. Box 41842-00100  
NAIROBI**

so as to be received on or before **18<sup>th</sup> November, 2019 at 11.00 am**.

Prices quoted should be net inclusive of all taxes and delivery cost, must be in Kenya Shillings and should remain valid for 120 days after the date of Tender Opening.

Tenders will be opened immediately thereafter in the presence of the Candidates who choose to attend or their representatives, at Protection House, 2<sup>nd</sup> floor boardroom, at the junction of Haile Selassie Avenue and Parliament Road, Nairobi.

**CLERK OF THE SENATE / SECRETARY  
PARLIAMENTARY SERVICE COMMISSION**

## FORM OF TENDER

Date \_\_\_\_\_

Tender No. \_\_\_\_\_

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

\_\_\_\_\_  
*[name and address of Commission ]*

Gentlemen and/or Ladies:

1) Having examined the tender documents including Addenda

Nos. .... *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Supply, Delivery, Installation, Testing and Commissioning of Kitchen Equipment** as per the specifications in conformity with the said tender documents for the sum of Kenya shillings

.....  
*(Total tender amount in words and figures)*

or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

- 2) We undertake, if our Tender is accepted, to deliver and install the kitchen equipment in accordance with the delivery schedule specified in the Schedule of Requirements.
- 3) If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to \_\_\_\_  
\_\_\_\_5%\_\_\_\_ percent of the Contract Price for the due performance of the Contract , in the form prescribed by Commission.
- 4) We agree to abide by this Tender for a period of ..... *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 5) This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us subject to signing of the Contract by the parties.
- 6) 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 tender for an on behalf of \_\_\_\_\_

## FORM OF TENDER SECURITY (BANK)

WHEREAS ..... (Hereinafter called “the Tenderer”) has submitted his tender dated ..... For **THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF KITCHEN EQUIPMENT.**

NOW 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;

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 his is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

.....  
(date)

.....  
(Signature of the Bank)

.....  
(Witness)

.....  
(Seal)

## **FORM OF TENDER SECURITY (INSURANCE)**

WHEREAS ..... (Hereinafter called “the Tenderer”) has submitted his tender dated ..... For **THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF KITCHEN.**

NOW ALL PEOPLE by these presents that WE .....  
Having our registered office at .....  
(Hereinafter called “the Insurance”), 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 Insurance binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Insurance 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;

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 his is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force for a minimum of One hundred and fifty (150) days from the date of tender opening, and any demand in respect thereof should reach the Insurance not later than the said date.

.....  
(date)

.....  
(Signature of the Insurance)

.....  
(Witness)

.....  
(Seal)



**SECTION A:**  
**INSTRUCTIONS TO TENDERERS.**

# INSTRUCTIONS TO TENDERERS

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## INSTRUCTION TO TENDERERS

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

### GENERAL

#### 1. Definitions

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

#### 2. Eligibility and Qualification Requirements

- 2.1 This invitation to tender is open to all tenderers who have been prequalified.
- 2.2 To be eligible for award of Contract, the tenderer shall provide evidence satisfactory to the Employer of their eligibility under Sub clause 2.1 above and of their capability and adequacy of resources to effectively carry out the subject Contract. To this end, the tenderer shall be required to update the following information already submitted during prequalification:-
  - (a) Details of experience and past performance of the tenderer on the works of a similar nature within the past five years and details of current work on hand and other contractual commitments.
  - (b) The qualifications and experience of key personnel proposed for administration and execution of the contract, both on and off site.
  - (c) Major items of construction plant and equipment proposed for use in carrying out the Contract. Only reliable plant in good working order and suitable for the work required of it shall be shown on this schedule. The tenderer will also indicate on this schedule when each item will be available on the Works. Included also should be a schedule of plant, equipment and material to be imported for the purpose of the Contract, giving details of make, type, origin and CIF value as appropriate.
  - (d) Details of subcontractors to whom it is proposed to sublet any portion of the Contract and for whom authority will be requested for such subletting in accordance with clause 4 of the Conditions of Contract.

- (e) A draft Program of Works in the form of a bar chart and Schedule of Payment which shall form part of the Contract if the tender is accepted. Any change in the Program or Schedule shall be subjected to the approval of the Engineer.
- (f) Details of any current litigation or arbitration proceedings in which the Tenderer is involved as one of the parties.

### 2.3 Joint Ventures

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

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

### 3. Cost of Tendering

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

### 4. Site Visit

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

- 4.3 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 here below and should be read together with any Addenda issued in accordance with Clause 7 of these instructions to tenderers.
- a. Form of Invitation for Tenders
  - b. Instructions to Tenderers
  - c. Form of Tender
  - e. Form of Tender Surety
  - f. Form of Performance Security
  - g. Form of Agreement
  - h. Form of Advance payment Bank Guarantee
  - i. General Conditions of Contract – Part I
  - j. Conditions of Particular Application – Part II
  - k. Specifications
  - l. Bills of Quantities
  - m. Drawings
- 5.2 The tenderer is expected to examine carefully all instructions, conditions, forms, terms, specifications and drawings in the tender documents. Failure to comply with the requirements for tender submission will be at the tenderer's own risk. Pursuant to clause 22 of Instructions to Tenderers, tenders which are not substantially responsive to the requirements of the tender documents will be rejected.
- 5.3 All recipients of the documents for the proposed Contract for the purpose of submitting a tender (whether they submit a tender or not) shall treat the details of the documents as "private and confidential".

6. Clarification of Tender Documents

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

7. Amendment of Tender Documents

- 7.1 At any time prior to the deadline for submission of tenders the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by issuing Addenda.
- 7.2 Any Addendum will be notified in writing or by cable, telex or facsimile to all prospective tenderers who have purchased the tender documents and will be binding upon them.
- 7.3 If during the period of tendering, any circular letters (tender notices) shall be issued to tenderers by, or on behalf of, the Employer setting forth the interpretation to be placed on a part of the tender documents or to make any change in them, such circular letters will form part of the tender documents and it will be assumed that the tenderer has taken account of them in preparing his tender. The tenderer must promptly acknowledge any circular letters he may receive.
- 7.4 In order to allow prospective tenderers reasonable time in which to take the Addendum into account in preparing their tenders, the Employer may, at his discretion, extend the deadline for the submission of tenders.

PREPARATION OF TENDERS

8. Language of Tender

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

9. Documents Comprising the Tender

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

10. Tender Prices

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

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

The prices and unit rates in the Bills of Quantities are to be the full [all-inclusive] value of the work described under the items, including all costs and expenses which may be necessary and all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based. All duties and taxes and other levies payable by the Contractor under the Contract or for any other cause as of the date 28 days prior to the deadline for the submission of tenders, shall be included in the rates and prices and the total tender prices submitted by the Tenderer.

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

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

- 10.3 Unless otherwise specified the tenderer must enter the amounts representing 10% of the sub-total of the summary of the Bills of Quantities for Contingencies and Variation of Prices [V.O.P.] payments in the summary sheet and add them to the sub-total to arrive at the tender amount.
- 10.4 The tenderer shall furnish with his tender written confirmation from his suppliers or manufacturers of unit rates for the supply of items listed in the Conditions of Contract clause 47 where appropriate.
- 10.5 The rates and prices quoted by the tenderer are subject to adjustment during the performance of the Contract only in accordance with the provisions of clause 25 of conditions of contract in the main tender documents.

## 11. Currencies of Tender and Payment

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



- 11.4 Tenderers must enclose with their tenders, a brief justification of the foreign currency requirements stated in their tenders.

12. Tender Validity

- 12.1 The tender shall remain valid and open for acceptance for a period of one hundred and twenty (120) days from the specified date of tender opening or from the extended date of tender opening (in accordance with clause 7.4 here above) whichever is the later.
- 12.2 In exceptional circumstances prior to expiry of the original tender validity period, the Employer may request the tenderer for a specified extension of the period of validity. The request and the responses thereto shall be made in writing or by cable, telex or facsimile. A tenderer may refuse the request without forfeiting his Tender Surety. A tenderer agreeing to the request will not be required nor permitted to modify his tender, but will be required to extend the validity of his Tender Surety correspondingly.

13. Tender Surety

- 13.1 The tenderer shall furnish as part of his tender, a Tender Surety in the amount stated in the Appendix to Instructions to Tenderers.
- 13.2 The unconditional Tender Surety shall be in Kenya Shillings and be in form of a certified cheque, a bank draft, an irrevocable letter of credit or a guarantee from a reputable Bank approved by the Employer located in the Republic of Kenya. The format of the Surety shall be in accordance with the sample form of Tender Surety included in these tender documents; other formats may be permitted subject to the prior approval of the Employer. The Tender Surety shall be valid for twenty eight (28) days beyond the tender validity period.
- 13.3 Any tender not accompanied by an acceptable Tender Surety will be rejected by the Employer as non-responsive.
- 13.4 The Tender Sureties of unsuccessful tenderers will be returned as promptly as possible but not later than twenty eight (28) days after concluding the Contract execution and after a Performance Security has been furnished by the successful tenderer. The Tender Surety of the successful tenderer will be returned upon the tenderer executing the Contract and furnishing the required Performance Security.
- 13.5 The Tender Surety may be forfeited:
- (a) if a tenderer withdraws his tender during the period of tender validity: or
  - (b) in the case of a successful tenderer, if he fails
    - (i) to sign the Agreement, or
    - (ii) to furnish the necessary Performance Security
  - (c) if a tenderer does not accept the correction of his tender price pursuant to clause 23.

14. No Alternative Offers

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

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

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

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

15. Pre-Tender Meeting

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

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

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

16. Format and Signing of Tenders

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

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

- 16.3 The complete tender shall be without alterations, interlineations or erasures, except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person 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.
- 19.3 No tender may be modified subsequent to the deadline for submission of tenders.
- 19.4 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.
- 19.5 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 minutes of the tender opening including the information disclosed to those present.
- 20.5 Tenders not opened and read out at 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 of Tenders

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

## 23 Determination of Responsiveness

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

## 24 Correction of Errors

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

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

- (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer, there is an obvious typographical error, in which case adjustment will be made to the entry containing that error.
  - (c) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and, with concurrence of the tenderer, shall be considered as binding upon the tenderer. If the tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security may be forfeited in accordance with clause 13.
- 25 Conversion to Single Currency
  - 25.1 For compensation of tenders, the tender price shall first be broken down into the respective amounts payable in various currencies by using the selling rate or rates of the Central Bank of Kenya ruling on the date twenty eight (28) days before the final date for the submission of tenders.
  - 25.2 The Employer will convert the amounts in various currencies in which the tender is payable (excluding provisional sums but including Dayworks where priced competitively) to Kenya Shillings at the selling rates stated in clause 25.1.
- 26 Evaluation and Comparison of Tenders
  - 26.1 The Employer will evaluate only tenders determined to be substantially responsive to the requirements of the tender documents in accordance with clause 23.
  - 26.2 In evaluating tenders, the Employer will determine for each tender the evaluated tender price by adjusting the tender price as follows:
    - (a) Making any correction for errors pursuant to clause 24.
    - (b) Excluding Provisional Sums and provision, if any, for Contingencies in the Bills of Quantities, but including Day works where priced competitively.
  - 26.3 The Employer reserves the right to accept any variation, deviation or alternative offer. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the tender documents or otherwise result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in tender evaluation.
  - 26.4 Price adjustment provisions in the Conditions of Contract applied over the period of execution of the Contract shall not be taken into account in tender evaluation.
  - 26.5 If the lowest evaluated tender is seriously unbalanced or front loaded in relation to the Employer's estimate of the items of work to be performed under the Contract, the Employer may require the tenderer to produce detailed price analyses for any or all items of the Bills of Quantities, to demonstrate the relationship between those prices, proposed construction methods and schedules. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in clause 29 be increased at the expense of the successful tenderer to a level sufficient to protect the Employer against financial loss in the event of subsequent default of the successful tenderer under the Contract.

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

### AWARD OF CONTRACT

#### 27 Award

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

#### 28 Notification of Award

- 28.1 Prior to the expiration of the period of tender validity prescribed by the Employer, the Employer will notify the successful tenderer by cable, Telefax or telex and confirmed in writing by registered letter that his tender has been accepted. This letter (hereinafter and in all Contract documents called "Letter of Acceptance") shall name the sum (hereinafter and in all Contract documents called "the Contract Price") which the Employer will pay to the Contractor in consideration of the execution and completion of the Works as prescribed by the Contract.
- 28.2 Notification of award will constitute the formation of the Contract.
- 28.3 Upon the furnishing of a Performance Security by the successful tenderer, the unsuccessful tenderers will promptly be notified that their tenders have been unsuccessful.
- 28.4 Within twenty eight [28] days of receipt of the form of Contract Agreement from the Employer, the successful tenderer shall sign the form and return it to the Employer together with the required Performance Security.

#### 29 Performance Guarantee

- 29.1 Within twenty eight [28] days of receipt of the notification of award from the Employer, the successful tenderer shall furnish the Employer with a Performance Security in an amount stated in the Appendix to Instructions to Tenderers.
- 29.2 The Performance Security to be provided by the successful tenderer shall be an unconditional Bank Guarantee issued at the tenderer's option by an established and a reputable Bank approved by the Employer and located in the Republic of Kenya and shall be divided into two elements namely, a performance security payable in foreign currencies (based upon the exchange rates determined in accordance with clause 35.4 of the Conditions of Contract) and a performance security payable in Kenya Shillings. The value of the two securities shall be in the same proportions of foreign and local currencies as requested in the form of foreign currency requirements.

- 29.3 Failure of the successful tenderer to lodge the required Performance Security shall constitute a breach of Contract and sufficient grounds for the annulment of the award and forfeiture of the Tender Security and any other remedy under the Contract the Employer may award the Contract to the next ranked tenderer.

### **30 Advance Payment**

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



## **APPENDIX TO INSTRUCTIONS TO TENDERERS**

### **1. CLAUSE 2.1**

Change to read “This invitation to tender is open to all eligible tenderers as per the instruction to tenderers and advertisement notice”.

### **2. OMIT**

Clauses 4.3, 5.1{(a), (d),( f), (i), (j)}, 10.3,10.4, 11.2, 11.4, 17.1,25, 26.4, 26.6, 30.

### **3. ADD TO CLAUSE 5.1 (g)**

Form of agreement refers to the Public Procurement and Regulatory Authority document

### **4. ADD TO CLAUSE 13.1**

Amount of tender surety will be **Kshs. 400,000.00.**

### **5. ADD TO CLAUSE 29.1**

Amount of performance security will be Five per cent (5%)

### **6. ADD TO CLAUSE 29.2**

Performance security shall not be divided in two elements and shall be payable in Kenya Shillings Only.

### **7. ADD TO CLAUSE 13.1**

Tender security to be valid for 150 days from Tender opening date.

### **8. CLAUSE 13.2**

- i) Change to read “.....or a guarantee from a reputable bank/Insurance approved by the PPRA in the republic of Kenya”.
- ii) Change to read “The tender surety shall be valid for thirty (30) days beyond the tender validity period”.

### **9. CLAUSE 13.4**

Change to read “....but not later than thirty (30) days after concluding the contract execution....”

### **10. ADD TO CLAUSE 16 & 17**

An original and copy of the tender document shall be submitted.

### **11. ADD TO CLAUSE 24**

There shall be no correction of errors. Section 82 of Public Procurement and Asset Disposal regulations, 2015 Act provides that there should be no corrections of errors.

### **12. MODIFY CLAUSE 28.1**

Delete “by cable, telex and confirmed in writing by registered letter”

Replace “letter of Acceptance” with notification of award”

### **13. CLAUSE 28.4**

Change to read “within thirty (30) days of receipt of the form of Contract Agreement from the employer”

### **14. CLAUSE 29.1**

Change to read “... unconditional bank/Insurance Guarantee issued at the tenderers option by an established Bank/Insurance approved by the PPRA and located in the republic of Kenya”

### **15. CLAUSE 29.2**

Change to read “within thirty (30) days of receipt of the notification of award by the employer”

### **16. CLAUSE 30**

There shall be **NO ADVANCE PAYMENT**

## **TENDER EVALUATION CRITERIA**

After tender opening, the tenders will be evaluated in 3 stages, namely:

1. Determination of Responsiveness
2. Detailed Technical Examination
3. Financial Evaluation

### **STAGE 1- DETERMINATION OF RESPONSIVENESS**

#### **A) PRELIMINARY EXAMINATION**

This stage of evaluation shall involve examination of the pre-qualification conditions as set out in the Tender Advertisement Notice or Letter of Invitation to Tender and any other conditions stated in the bid document.

These conditions may include the following:-

- i) Evidence of attending pre-bid conference.
- ii) Certified copy(ies) of Registration/ Incorporation. The company must be owned, registered in Kenya and fully owned by Kenyans.(Attach CR12)
- iii) Valid Tax Compliance Certificate including PIN certificate from KRA
- iv) Registration with National Construction Authority (NCA) in kitchen and LP Gas installations, NCA4 and above.(Attach Registration certificate and valid practising licence)
- v) Audited accounts for the last 3 years (2018,2017,2016)
- vi) Proof of financial capacity or lines of credit to finance the project
- vii) Bid Security of Kshs 400,000.00 valid for 150 days from the date of tender opening from a reputable bank or insurance approved by PPRA.
- viii) List of similar projects completed including their monetary value and clients who may contacted in the last five (5) years.(Attach evidence in the form of completion certificates or current recommendation letters addressed to the Clerk of the Senate/Secretary, Parliamentary Service Commission)
- ix) List of qualifications and experience for key personnel proposed for the project.
- x) Duly filled and stamped form of tender
- xi) Dully filled Confidential Business Questionnaire
- xii) Dully signed and stamped Statement of Compliance
- xiii) Attach valid Manufacturer's Authorization for the proposed equipment
- xiv) Attach relevant technical brochures/catalogues with the tender document
- xv) Bid documents must be complete- Well bound, serialized, paginated and stamped on all pages.
- xvi) Must submit one(1 No.) original and one (1No.) copy of the bid document

#### **Note:**

The bid security shall be in accordance with clauses 13 and 23.2 of Instruction to Tenderers which states as follows:

- **Clause 13.1** of Instruction to Tenderers, “the tenderer shall furnish as part of his tenders a tender surety in the amount stated in the tender document in the Appendix to Instructions to Tenderers”.
- **Clause 13.2** of Instruction to Tenderers, “the unconditional Tender surety shall be in Kenya shillings and be in form of a certified cheque, bank draft, an irrevocable letter of credit or a guarantee from a reputable Bank/ Insurance approved by PPOA located in the Republic of Kenya. The format of the surety shall be in accordance with the sample form included in the tender documents and the tender surety shall be valid for **150 days** from the date of tender opening”.
- **Clause 23.2** of Instruction to Tenderers: “For the purposes of this clause, a substantially responsive tender is one which conforms to all terms and condition and specifications of the tender document without material deviation or reservation and has a valid Bank/Insurance guarantee”.

The employer may seek further clarification/confirmation if necessary to confirm authenticity/compliance of any condition of the tender.

**The tenderers who do not satisfy any of the above requirements shall be considered Non-Responsive and their tenders will not be evaluated further**

## B) COMPLETENESS OF TENDER DOCUMENT

The tender document shall be examined based on clause 2.2 of the Instruction to Tenderers which states as follows:

In accordance with clause 2.2 of Instruction to Tenderers, the tenderers will be required to provide evidence for eligibility of the award of the tender by satisfying the employer of their eligibility under sub clause 2.1 of Instruction to Tenderers and adequacy of resources to effectively carry out the subject contract. The tenderers shall be required to fill the Standards Forms provided for the purposes of providing the required information. The tenderers may also attach the required information if they so desire.

The award of points for the **STANDARD FORMS** considered in this section shall be as shown below

<u>PARAMETER</u>	<u>MAXIMUM POINTS</u>
(i) Statement of compliance -----	3
(ii) Tender Questionnaire -----	5
(iii) Confidential Business Questionnaire -----	5
(iv) Key personnel -----	15
(v) Contract Completed in the last Five (5) years -----	15
(vi) Schedules of on-going projects -----	10
(vii) Schedules of contractors equipment -----	10
(viii) Audited Financial Report for the last 3 years -----	10
(ix) Evidence of Financial Resources -----	10
(x) Name, Address and Telephone of Banks (Contractor to provide) -----	5
(xi) Litigation History -----	2
(xii) Sanctity of the tender document as in accordance with clause 5 of instruction to tenderer -----	10
<b>TOTAL</b>	<b><u>100</u></b>

The detailed scoring plan shall be as shown in table 1 below: -

**TABLE 1**

Item	Description	Point Scored	Max. Point
i.	<b>Statement of Compliance</b> <ul style="list-style-type: none"> <li>Signed and stamped ----- 3</li> <li>Signed but not stamped or vice versa ----- 2</li> <li>Not Signed nor stamped ----- 0</li> </ul>		<b>3</b>
ii.	<b>Tender Questionnaire Form</b> <ul style="list-style-type: none"> <li>Duly filled -----5</li> <li>Partially filled ----- 3</li> <li>Not filled ----- 0</li> </ul>		<b>5</b>
iii.	<b>Confidential Business Questionnaire Form</b> <ul style="list-style-type: none"> <li>Duly filled ----- 5</li> <li>Partially filled ----- 3</li> <li>Not filled ----- 0</li> </ul>		<b>5</b>
iv	<b>Key Personnel (Attach evidence)</b>		
	<b>Director of the firm</b> <ul style="list-style-type: none"> <li>Holder of degree or diploma in relevant Engineering field ----- 4</li> <li>Holder of certificate in relevant Engineering field ----- 3</li> <li>Holder of trade test certificate in relevant Engineering field----- 2</li> <li>No relevant certificate ----- 0</li> </ul>		<b>4</b>
	<b>At least 1No. degree/diploma of key personnel in relevant Engineering field</b> <ul style="list-style-type: none"> <li>With over 10 years relevant experience ----- 4</li> <li>With over 5 years relevant experience----- 2</li> <li>With under 5 years relevant experience ----- 1</li> </ul>		<b>4</b>
	<b>At least 1No certificate holder of key personnel in relevant Engineering field</b> <ul style="list-style-type: none"> <li>With over 10 years relevant experience----- 3</li> <li>With over 5 years relevant experience ----- 2</li> <li>With under 5 years relevant experience -----1</li> </ul>		<b>3</b>
	<b>At least 2No artisan (trade test certificate in relevant Engineering field)</b> <ul style="list-style-type: none"> <li>Artisan with over 10 years relevant experience ----- 2</li> <li>Artisan with under 10 years relevant experience ----- 1</li> <li>Non skilled worker with over 10 years relevant experience – 1</li> </ul>		<b>4</b>
v	<b>Contract completed in the last five (5) years (Max of 5 No. Projects)-attach Evidence</b> <ul style="list-style-type: none"> <li>Project of similar nature, complexity and magnitude ----- 3</li> <li>Project of similar nature but of lower value than the one in consideration ----- 2</li> <li>No completed project of similar nature ----- 0</li> </ul>		<b>15</b>

Item	Description	Point Scored	Max. Point	
vi	<b>On-going projects (Max of 5 No. Projects)-Attach Evidence</b> <ul style="list-style-type: none"><li>Project of similar nature, complexity and magnitude ----- 2</li><li>Project of similar nature but of lower value than the one in consideration ----- 1</li><li>No ongoing project of similar nature - ----- 0</li></ul>		10	
vii	<b>Schedule of contractors equipment and transport (proof of ownership)</b> <ul style="list-style-type: none"><li>Means of transport (Vehicle) ----- 4</li><li>No means of transport ----- 0</li></ul>		4	10
	For each specific equipment required in the installation of the Work being tendered for. (Maximum No. of equipment to be considered – 3 No.----- 2		6	
viii	<b>Financial report</b>		10	
	<b>Audited financial report (last three (3) years)</b> <ul style="list-style-type: none"><li>Turn over greater or equal to 5 times the cost of the project ---10</li><li>Turn over greater or equal to 3 times the cost of the project --- 6</li><li>Turn over greater or equal to the cost of the project ----- 4</li><li>Turn over below the cost of the project ----- 2</li></ul>			
ix	<b>Evidence of Financial Resources (cash in hand, lines of credit, over draft facility etc )</b> <ul style="list-style-type: none"><li>Has financial resources equal or above the cost of the project --10</li><li>Has financial resources below the cost of the project -----5</li><li>Has not indicated sources of financial resources ----- 0</li></ul>		10	
x	<b>Name, Address and Telephone of Banks (Contractor to provide)</b> <ul style="list-style-type: none"><li>Provided ----- 5</li><li>Not provided ----- 0</li></ul>		5	
xi	<b>Litigation History</b> <ul style="list-style-type: none"><li>Filled ----- 2</li><li>Not filled ----- 0</li></ul>		2	
xii	<b>Sanctity of the tender document</b> <ul style="list-style-type: none"><li>Having the document intact (not tempered with in any way) ----10</li><li>Having mutilated or modified the tender document ----- 0</li></ul>		10	
	<b>TOTAL</b>		<b>100</b>	

**Any bidder who scores 80 points and above shall be considered for further evaluation**

## **STAGE 2 - TECHNICAL EVALUATION**

### **A) COMPLIANCE WITH TECHNICAL SPECIFICATIONS**

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

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

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

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

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

**B) TECHNICAL EXAMINATION**

In this section, the information provided in the Technical Schedule or Brochures attached will be analyzed for bidders who have qualified from **STAGE 2A** above and points awarded as shown below to a maximum of 100 points

**TABLE 2**

Item	Description	Score	Max. Score
	<b>Technical schedule/Brochures</b> <ul style="list-style-type: none"> <li>• Relevant Manufacturer Brochures for items in the technical schedule with equipments to be supplied highlighted and meets specification (Where alternative are to supplied ----- 100 or</li> <li>• Completely filled Technical Schedule indicating Brand, Model/ Country of origin as per specification in the tender ----- 100</li> <li>• Relevant Manufacturer Brochures for items in the technical schedule with equipments to be supplied not highlighted but within range of those specified and meets specifications ----- 75 or</li> <li>• Completely filled Technical Schedule indicating items as specified in the tender but with less than 100% and above 75% of items in the technical schedule provided ----- 75</li> <li>• Relevant Manufacturer Brochures for items in the technical schedule with equipments to be supplied but between 50% and less than 75% of items highlighted and within range of those specified and meets specifications----- 60 or</li> <li>• Completely filled Technical Schedule indicating items as specified in the tender but between 50% and 75% of items in the technical schedule provided ----- 60</li> <li>• Relevant Manufacturer Brochures for between 25% and less than 50% of items in the technical schedule with equipment to be supplied highlighted and meets specifications----- 50 or</li> <li>• For between 25% and 50% of technical schedule filled indicating Brand/Model/Country of origin for the items considered as specified in the tender ----- 50</li> <li>• Less than 25% provided or no technical data provided, either in form of brochures or filling of Technical Schedule. ----- 0</li> </ul>		<b>100</b>
	<b>TOTAL</b>		<b>100</b>

**Any bidder who scores 75 points and above shall be considered for further evaluation**

### **STAGE 3 - FINANCIAL EVALUATION**

The evaluation shall be in two sections

1. Preliminary examinations and
2. Tender sum Comparisons

#### **A) PRELIMINARY EXAMINATIONS**

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

The parameter to be considered under this section includes the following:

- a) Arithmetic errors and comparison of rates

##### **(1) Arithmetic Errors**

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

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

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

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

##### **(2) Comparison of rates**

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

### **RECOMMENDATION**

The lowest responsive bidder whose financial bid is competitive and consistent may be recommended for award.



**SECTION B:**

**GENERAL CONDITIONS OF CONTRACT**

# GENERAL CONDITIONS OF CONTRACT

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## **GENERAL CONDITIONS OF CONTRACT**

### **1. Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2. Interpretation**

- 2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning in English Language unless specifically defined. The Project Manager will provide instructions clarifying queries about these Conditions of Contract.
- 2.2 If sectional completion is specified in the Appendix to Conditions of Contract, reference in the Conditions of Contract to the Works, the Completion Date and the Intended Completion Date apply to any section of the Works (other than references to the Intended Completion Date for the whole of the Works).

2.3 The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority;

- (1) Agreement,
- (2) Letter of Acceptance,
- (3) Contractor's Tender,
- (4) Appendix to Conditions of Contract,
- (5) Conditions of Contract,
- (6) Specifications,
- (7) Drawings,
- (8) Bill of Quantities,
- (9) Any other documents listed in the Appendix to Conditions of Contract as forming part of the Contract.

Immediately after the execution of the Contract, the Project Manager shall furnish both the Employer and the Contractor with two copies each of all the Contract documents. Further, as and when necessary the Project Manager shall furnish the Contractor [always with a copy to the Employer] with three [3] copies of such further drawings or details or descriptive schedules as are reasonably necessary either to explain or amplify the Contract drawings or to enable the Contractor to carry out and complete the Works in accordance with these Conditions.

### **3. Language and Law**

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

### **4 Project Manager's Decisions**

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

### **5 Delegation**

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

### **6 Communications**

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

### **7 Subcontracting**

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

### **8 Other Contractors**

- 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities etc. as listed in the Appendix to Conditions of Contract and also with the Employer, as per the directions of the Project Manager. The Contractor shall also provide facilities and services for them. The Employer may modify the said List of Other Contractors etc., and shall notify the Contractor of any such modification.

## **9 Personnel**

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

## **10 Works**

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

## **11 Safety and Temporary Works**

- 11.1 The Contractor shall be responsible for the design of temporary works. However before erecting the same, he shall submit his designs including specifications and drawings to the Project Manager and to any other relevant third parties for their approval. No erection of temporary works shall be done until such approvals are obtained.
- 11.2 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary works and all drawings prepared by the Contractor for the execution of the temporary or permanent Works, shall be subject to prior approval by the Project Manager before they can be used.
- 11.3 The Contractor shall be responsible for the safety of all activities on the Site.

## **12. Discoveries**

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

## **13. Work Program**

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

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

## **14. Possession of Site**

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

## **15. Access to Site**

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

## **16. Instructions**

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

## **17. Extension or Acceleration of Completion Date**

- 17.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a variation is issued which makes it impossible for completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining Work, which would cause the Contractor to incur additional cost.  
The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager in writing for a decision upon the effect of a Compensation Event or variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay caused by such failure shall not be considered in assessing the new (extended) Completion Date.

- 17.2 No bonus for early completion of the Works shall be paid to the Contractor by the Employer.

## **18. Management Meetings**

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

## **19. Early Warning**

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



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

## **20. Defects**

- 20.1 The Project Manager shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a defect and to uncover and test any Work that the Project Manager considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor, However, if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.
- 20.2 The Project Manager shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract. The Defects Liability Period shall be extended for as long as defects remain to be corrected.
- 20.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Project Manager's notice. If the Contractor has not corrected a defect within the time specified in the Project Manager's notice, the Project Manager will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

## **21. Bills Of Quantities**

- 21.1 The Bills of Quantities shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rate in the Bills of Quantities for each item.
- 21.2 If the final quantity of the Work done differs from the quantity in the Bills of Quantities for the particular item by more than 25 percent and provided the change exceeds 1 percent of the Initial Contract price, the Project Manager shall adjust the rate to allow for the change.
- 21.3 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bills of Quantities.

## **22. Variations**

- 22.1 All variations shall be included in updated programs produced by the Contractor.
- 22.2 The Contractor shall provide the Project Manager with a quotation for carrying out the variations when requested to do so. The Project Manager shall assess the quotation, which shall be given within seven days of the request or within any longer period as may be stated by the Project Manager and before the Variation is ordered.
- 22.3 If the work in the variation corresponds with an item description in the Bills of Quantities and if in the opinion of the Project Manager, the quantity of work is not above the limit stated in Clause 21.2 or the timing of its execution does not cause the cost per unit of quantity to change, the rate in the Bills of Quantities shall be used to calculate the value of the variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the variation does not correspond with items in the Bills of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.

- 22.4 If the Contractor's quotation is unreasonable, the Project Manager may order the variation and make a change to the Contract price, which shall be based on the Project Manager's own forecast of the effects of the variation on the Contractor's costs.
- 22.5 If the Project Manager decides that the urgency of varying the Work would prevent a quotation being given and considered without delaying the Work, no quotation shall be given and the variation shall be treated as a Compensation Event.
- 22.6 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 22.7 When the Program is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast.

### **23. Payment Certificates, Currency of Payments and Advance Payments**

- 23.1 The Contractor shall submit to the Project Manager monthly applications for payment giving sufficient details of the Work done and materials on Site and the amounts which the Contractor considers himself to be entitled to. The Project Manager shall check the monthly application and certify the amount to be paid to the Contractor within 14 days. The value of Work executed and payable shall be determined by the Project Manager.
- 23.2 The value of Work executed shall comprise the value of the quantities of the items in the Bills of Quantities completed; materials delivered on Site, variations and compensation events. Such materials shall become the property of the Employer once the Employer has paid the Contractor for their value. Thereafter, they shall not be removed from Site without the Project Manager's instructions except for use upon the Works.
- 23.3 Payments shall be adjusted for deductions for retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of issue of each certificate. If the Employer makes a late payment, the Contractor shall be paid simple interest on the late payment in the next payment. Interest shall be calculated on the basis of number of days delayed at a rate three percentage points above the Central Bank of Kenya's average rate for base lending prevailing as of the first day the payment becomes overdue.
- 23.4 If an amount certified is increased in a later certificate or as a result of an award by an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 23.5 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
- 23.6 The Contract Price shall be stated in Kenya Shillings. All payments to the Contractor shall be made in Kenya Shillings and foreign currency in the proportion indicated in the tender, or agreed prior to the execution of the Contract Agreement and indicated therein. The rate of exchange for the calculation of the amount of foreign currency payment shall be the rate of exchange indicated in the Appendix to Conditions of Contract. If the Contractor indicated foreign currencies for payment other than the currencies of the countries of origin of related goods and services the Employer reserves the right to pay the equivalent at the time of payment in the currencies of the countries of such goods and services. The Employer and the Project Manager shall be notified promptly by the Contractor of any changes in the expected foreign currency requirements of the Contractor during the execution of the Works as indicated in the Schedule of Foreign Currency Requirements and the foreign and local currency portions of the balance of the Contract Price shall then be amended by agreement between Employer and the Contractor in order to reflect appropriately such changes.

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

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

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

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

Where:

R = the amount to be reimbursed

A = the amount of the advance which has been granted

$X^1$  = the amount of proposed cumulative payments as a percentage of the original amount of the Contract. This figure will exceed 20% but not exceed 80%.

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

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

## 24. Compensation Events

24.1 The following issues shall constitute Compensation Events:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Appendix to Conditions of Contract.
- (b) The Employer modifies the List of Other Contractors, etc., in a way that affects the Work of the Contractor under the Contract.
- (c) The Project Manager orders a delay or does not issue drawings, specifications or instructions required for execution of the Works on time.

- (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon the Work, which is then found to have no defects.
  - (e) The Project Manager unreasonably does not approve a subcontract to be let.
  - (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to tenderers (including the Site investigation reports), from information available publicly and from a visual inspection of the Site.
  - (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer or additional work required for safety or other reasons.
  - (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
  - (i) The effects on the Contractor of any of the Employer's risks.
  - (j) The Project Manager unreasonably delays issuing a Certificate of Completion.
  - (k) Other compensation events described in the Contract or determined by the Project Manager shall apply.
- 24.2 If a compensation event would cause additional cost or would prevent the Work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
- 24.3 As soon as information demonstrating the effect of each compensation event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager will assume that the Contractor will react competently and promptly to the event.
- 24.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having co-operated with the Project Manager.
- 24.5 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the Appendix to Conditions of Contract.
- 24.6 The Contractor shall give written notice to the Project Manager of his intention to make a claim within thirty days after the event giving rise to the claim has first arisen. The claim shall be submitted within thirty days thereafter.

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

## **25. Price Adjustment**

- 25.1 The Project Manager shall adjust the Contract Price if taxes, duties and other levies are changed between the date 30 days before the submission of tenders for the Contract and the date of Completion. The adjustment shall be the change in the amount of tax payable by the Contractor.
- 25.2 The Contract Price shall be deemed to be based on exchange rates current at the date of tender submission in calculating the cost to the Contractor of materials to be specifically imported (by express provisions in the Contract Bills of Quantities or Specifications) for permanent incorporation in the Works. Unless otherwise stated in the Contract, if at any time during the period of the Contract exchange rates shall be varied and this shall affect the cost to the Contractor of such materials, then the Project Manager shall assess the net difference in the cost of such materials. Any amount from time to time so assessed shall be added to or deducted from the Contract Price, as the case may be.
- 25.3 Unless otherwise stated in the Contract, the Contract Price shall be deemed to have been calculated in the manner set out below and in sub-clauses 25.4 and 25.5 and shall be subject to adjustment in the events specified there under;
- (i) The prices contained in the Contract Bills of Quantities shall be deemed to be based upon the rates of wages and other emoluments and expenses as determined by the Joint Building Council of Kenya (J.B.C.) and set out in the schedule of basic rates issued 30 days before the date for submission of tenders. A copy of the schedule used by the Contractor in his pricing shall be attached in the Appendix to Conditions of Contract.
  - (ii) Upon J.B.C. determining that any of the said rates of wages or other emoluments and expenses are increased or decreased, then the Contract Price shall be increased or decreased by the amount assessed by the Project Manager based upon the difference, expressed as a percentage, between the rate set out in the schedule of basic rates issued 30 days before the date for submission of tenders and the rate published by the J.B.C. and applied to the quantum of labour incorporated within the amount of Work remaining to be executed at the date of publication of such increase or decrease.
  - (iii) No adjustment shall be made in respect of changes in the rates of wages and other emoluments and expenses which occur after the date of Completion except during such other period as may be granted as an extension of time under clause 17.0 of these Conditions.
- 25.4 The prices contained in the Contract Bills of Quantities shall be deemed to be based upon the basic prices of materials to be permanently incorporated in the Works as determined by the J.B.C. and set out in the schedule of basic rates issued 30 days before the date for submission of tenders. A copy of the schedule used by the Contractor in his pricing shall be attached in the Appendix to Conditions of Contract.
- 25.5 Upon the J.B.C. determining that any of the said basic prices are increased or decreased then the Contract Price shall be increased or decreased by the amount to be assessed by the Project Manager based upon the difference between the price set out in the schedule of basic rates issued 30 days before the date for submission of tenders and the rate published by the J.B.C. and applied to the quantum of the relevant materials which have not been taken into account in arriving at the amount of any interim certificate under clause 23 of these Conditions issued before the date of publication of such increase or decrease.

- 25.6 No adjustment shall be made in respect of changes in basic prices of materials which occur after the date for Completion except during such other period as may be granted as an extension of time under clause 17.0 of these Conditions.
- 25.7 The provisions of sub-clause 25.1 to 25.2 herein shall not apply in respect of any materials included in the schedule of basic rates.

## **26. Retention**

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

## **27. Liquidated Damages**

- 27.1 The Contractor shall pay liquidated damages to the Employer at the rate stated in the Appendix to Conditions of Contract for each day that the actual Completion Date is later than the Intended Completion Date. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not alter the Contractor's liabilities.
- 27.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rate specified in Clause 23.30

## **28. Securities**

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

## **29. Dayworks**

- 29.1 If applicable, the Dayworks rates in the Contractor's tender shall be used for small additional amounts of Work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
- 29.2 All work to be paid for as Dayworks shall be recorded by the Contractor on Forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the Work being done.
- 29.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

## **30. Liability and Insurance**

- 30.1 From the Start Date until the Defects Correction Certificate has been issued, the following are the Employer's risks:
- (a) The risk of personal injury, death or loss of or damage to property (excluding the Works, Plant, Materials and Equipment), which are due to;
    - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works, or

- (ii) Negligence, breach of statutory duty or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
  - (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in Employer's design, or due to war or radioactive contamination directly affecting the place where the Works are being executed.
- 30.2 From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is the Employer's risk except loss or damage due to;
- (a) A defect which existed on or before the Completion Date.
  - (b) an event occurring before the Completion Date, which was not itself the Employer's risk
  - (c) The activities of the Contractor on the Site after the Completion Date.
- 30.3 From the Start Date until the Defects Correction Certificate has been issued, the risks of personal injury, death and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risk are Contractor's risks.
- The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts stated in the Appendix to Conditions of Contract for the following events;
- (a) loss of or damage to the Works, Plant, and Materials;
  - (b) loss of or damage to Equipment;
  - (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract, and
  - (d) Personal injury or death.
- 30.4 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation required to rectify the loss or damage incurred.
- 30.5 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 30.6 Alterations to the terms of insurance shall not be made without the approval of the Project Manager. Both parties shall comply with any conditions of insurance policies.

### **31. Completion and taking over**

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

## **32. Final Account**

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

## **33. Termination**

- 33.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These

Fundamental breaches of Contract shall include, but shall not be limited to, the following;

- (a) the Contractor stops work for 30 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the Project Manager;
  - (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;
  - (c) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
  - (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 30 days (for Interim Certificate) or 60 days (for Final Certificate) of issue.
  - (e) the Project Manager gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
  - (f) The Contractor does not maintain a security, which is required.
- 33.2 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under Clause 33.1 above, the Project Manager shall decide whether the breach is fundamental or not.
- 33.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 33.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible. The Project Manager shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site.

## **34. Payment Upon Termination**

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



- 34.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the Work done, materials ordered, the reasonable cost of removal of equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works.
- 34.3 The Employer may employ and pay other persons to carry out and complete the Works and to rectify any defects and may enter upon the Works and use all materials on the Site, plant, equipment and temporary works.
- 34.4 The Contractor shall, during the execution or after the completion of the Works under this clause remove from the Site as and when required, within such reasonable time as the Project Manager may in writing specify, any temporary buildings, plant, machinery, appliances, goods or materials belonging to or hired by him, and in default the Employer may (without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.
- Until after completion of the Works under this clause the Employer shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefore the Project Manager shall certify the amount of expenses properly incurred by the Employer and, if such amount added to the money paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract the difference shall be a debt payable to the Employer by the Contractor; and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

### **35. Release from Performance**

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

### **36. Corrupt gifts and payments of commission**

The Contractor shall not;

- (a) Offer or give or agree to give to any person in the service of the Employer any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Employer or for showing or forbearing to show favour or disfavor to any person in relation to this or any other contract for the Employer.
- (b) Enter into this or any other contract with the Employer in connection with which commission has been paid or agreed to be paid by him or on his behalf or to his knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the Employer.

Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the provisions of the Public Procurement Regulations issued under The Exchequer and Audit Act Cap 412 of the Laws of Kenya.

### 37. Settlement Of Disputes

- 37.1 In case any dispute or difference shall arise between the Employer or the Project Manager on his behalf and the Contractor, either during the progress or after the completion or termination of the Works, such dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman or Vice Chairman of any of the following professional institutions;
- (i) Architectural Association of Kenya
  - (ii) Institute of Quantity Surveyors of Kenya
  - (iii) Association of Consulting Engineers of Kenya
  - (iv) Chartered Institute of Arbitrators (Kenya Branch)
  - (v) Institution of Engineers of Kenya

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

- 37.2 The arbitration may be on the construction of this Contract or on any matter or thing of whatsoever nature arising there under or in connection therewith, including any matter or thing left by this Contract to the discretion of the Project Manager, or the withholding by the Project Manager of any certificate to which the Contractor may claim to be entitled to or the measurement and valuation referred to in clause 23.0 of these conditions, or the rights and liabilities of the parties subsequent to the termination of Contract.
- 37.3 Provided that no arbitration proceedings shall be commenced on any dispute or difference where notice of a dispute or difference has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.
- 37.4 Notwithstanding the issue of a notice as stated above, the arbitration of such a dispute or difference shall not commence unless an attempt has in the first instance been made by the parties to settle such dispute or difference amicably with or without the assistance of third parties. Proof of such attempt shall be required.
- 37.5 Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Works or abandonment of the Works or termination of the Contract by either party:
- 37.5.1 The appointment of a replacement Project Manager Upon the said person ceasing to act.
  - 37.5.2 Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions.
  - 37.5.3 Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
  - 37.5.4 Any dispute or difference arising in respect of war risks or war damage.

- 37.6 All other matters shall only be referred to arbitration after the completion or alleged completion of the Works or termination or alleged termination of the Contract, unless the Employer and the Contractor agree otherwise in writing.
- 37.7 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.
- 37.8 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.
- 37.9 The award of such Arbitrator shall be final and binding upon the parties.

## **APPENDIX TO CONDITIONS OF CONTRACT**

THE EMPLOYER IS

Name: **PARLIAMENTARY SERVICE COMMISSION**

Address: **P. O BOX 41842 - 00100 NAIROBI**

Name of Authorized Representative: **CLERK OF THE NATIONAL ASSEMBLY/SECRETARY TO THE COMMISSION**

Telephone: **2221291**

Facsimile: **+254 020 336589**

The Project Manager is:

Name: shall be appointed by the Employer Representative.

Address: P. O BOX 41842 - 00100 NAIROBI.

**The name (and identification number) of the Contract is .....**

The Works consist of the supply, delivery, installation, testing and commissioning of **Kitchen Equipment.**

The Start Date shall be **agreed with the Project Manager.**

The Intended Completion Date for the whole of the Works shall be **within 12 months**

The following documents also form part of the Contract:

**1. Drawings                      2. Bills of Quantities                      3. Specifications**

The Contractor shall submit a program for the Works within 14 days of delivery of the Letter of Acceptance.

The Site Possession Date shall be as **agreed with the Project Manager**

The Site is located in the **CENTRAL BUSINESS DISTRICT - NAIROBI CITY**

The Defects Liability period is 6 **(Six) Months** from Practical Completion.

Amount of Tender Security is Kshs. **400,000.00 (Kenya Shillings Four Hundred Thousand Only)**

The proportion of payments retained is 10% percent.

Period of final Measurement – 3months from practical completion

Period of interim certificates – Monthly

The proportion of certified value retained - 10% percent.

Period of honouring certificates – 45 days

The Limit of Retention fund - 5% percent of contract sum.

The Price Adjustment Clause **SHALL** apply

The liquidated damages for the whole of the Works - deduct from the contract prices liquidated damages sum equivalent to 0.5% of the price of the delayed items up to a maximum deduction of 10% of the delayed goods.

The Performance Security shall be for the following minimum amounts equivalent as a percentage of the Contract Price - 5%

The Completion Period for the Works is 12 Months.

Advance Payment **SHALL NOT BE** granted.

Copies of tender documents: only one copy will be required.

## PART II- SPECIAL CONDITIONS OF CONTRACT

- i) Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
27.1	The liquidated damages for the whole of the Works - deduct from the contract prices liquidated damages sum equivalent to 0.5% of the price of the delayed items up to a maximum deduction of 10% of the delayed goods.
3.7	Negotiation and Arbitration.
3.7.1	Bank guarantee from a reputable bank.

### ii) Factory Inspection

The employer shall be entitled to have the quantity and quality of the imported equipment/materials inspected by two number (2No.) Engineers, a Procurement Officer and (2No.) representatives of the user department.

The said inspection shall be carried out at the factory of manufacture of the equipment/materials during normal working hours and the successful Tenderer shall give written notice to the Project Manager at the latest thirty (30) calendar days in advance of the date that the equipment/materials are ready for inspection.

Travel (including ground, air travel and airport passage taxes) and full board accommodation expenses in at least a three (3) star hotel incurred by the engineers appointed by the Project Manager and the representative of the user department shall be borne by the contractor. The contractor shall also meet out of pocket expenses for the officers at Government of Kenya rates for the duration of the factory inspection. The costs incurred shall be re-imbursed to the contractor from the provisional sum allowed in the Bills of Quantities.

The inspection period shall be five (5) working days excluding travelling time.

If as a result of the inspection any of the equipment/materials are found to be defective, the contractor shall replace the defective materials and determine a new date as when a new inspection shall be performed at the expense of the contractor.

The contractor shall only ship the equipment/materials after the said factory inspection.

**SECTION C**

**GENERAL MECHANICAL SPECIFICATIONS**

## **GENERAL MECHANICAL SPECIFICATION**

<b><u>CLAUSE</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>PAGE</u></b>
2.01	GENERAL	C-1
2.02	QUALITY OF MATERIALS	C-1
2.03	REGULATIONS AND STANDARDS	C-1
2.04	ELECTRICAL REQUIREMENTS	C-2
2.05	TRANSPORT AND STORAGE	C-2
2.06	SITE SUPERVISION	C-2
2.07	INSTALLATION	C-2
2.08	TESTING	C-3
2.09	COLOUR CODING	C-4
2.10	WELDING	C-4



## SECTION C

### GENERAL MECHANICAL SPECIFICATION

#### 1.01 **General**

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

#### 1.02 **Quality of Materials**

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

All products or materials not manufactured by the contractor shall be products of reputable manufacturers and so far as the provisions of the Specification is concerned shall be as if they had been manufactured by the contractor.

Materials and apparatus required for the complete installation as called for by the Specification and Contract Drawings shall be supplied by the contractor unless mention is made otherwise.

Materials and apparatus supplied by others for installation and connection by the Contractor shall be carefully examined on receipt. Should any defects be noted, the Contractors shall immediately notify the Engineer.

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

#### 1.03 **Regulations and Standards**

The contract Works shall comply with the current editions of the following:

- a) The Kenya Government Regulations.
- b) The United Kingdom Institution of Electrical Engineers (IEE) Regulations for the Electrical Equipment of Buildings.
- c) The United Kingdom Chartered Institute of Building Services Engineers (CIBSE) Guides.
- d) British Standard and Codes of Practice as published by the British Standards **Institution (BSI)**
- e) The County By-laws.
- f) The Energy Regulatory Commission (ERC).
- g) Local Authority By-laws.
- h) The Kenya Building Code Regulations.
- i) The Kenya Bureau of Standards.

#### 1.04 **Electrical Requirements**

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

The supply power up to and including local isolators shall be provided and installed by the Electrical Sub-contractor. All other wiring and connections to equipment shall form part of this Contract and be the responsibility of the Sub-contractor.

The Contractor shall supply three copies of all schematic, cabling and wiring diagrams for the Engineer's approval.

The starting current of all electric motors and equipment shall not exceed the maximum permissible starting currents described in the Kenya Power and Lighting Company (KPLC) By-laws.

All electrical plant and equipment supplied by the Contractor shall be rated for the supply voltage and frequency obtained in Kenya, that is 415 Volts, 50Hz, 3-Phase or 240Volts, 50Hz, 1-phase.

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

#### 1.05 **Transport and Storage**

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

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

Adequate measures shall be taken by the Contractor to ensure that plant and equipment do not suffer any deterioration during storage.

Prior to installation all piping and equipment shall be thoroughly cleaned.

If, in the opinion of the Engineer any equipment has deteriorated or been damaged to such an extent that it is not suitable for installation, the Contractor shall replace this equipment at his own cost.

#### 1.06 **Site Supervision**

The Contractor shall ensure that there is an English-speaking supervisor on the site at all times during normal working hours.

#### 1.07 **Installation**

Installation of all special plant and equipment shall be carried out by the Contractor under adequate supervision from skilled staff provided by the plant and equipment manufacturer or his appointed agent in accordance with the best standards of modern practice and to the relevant regulations and standards described under Clause 2.03 of this Section.

## 1.08 **Testing**

### 1.08.1 **General**

The contractor's attention is drawn to Part B Part II- "Special Conditions of Contract Clause ii – Factory Inspection".

### 1.08.2 **Material Tests**

All material for plant and equipment to be installed under this contract shall be tested, unless otherwise directed, in accordance with the relevant B.S Specification concerned.

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

The Contractor shall prepare specimens and performance tests and analyses to demonstrate conformance of the various materials with the applicable standards.

If stock material, which has not been specially manufactured for the plant and equipment specified is used, then the Contractor shall submit satisfactory evidence to the Engineer that such materials conform to the requirements stated herein in which case tests of material may be partially or completely waived. Certified mill test reports of plates, piping and other materials shall be deemed acceptable.

### 1.08.3 **Manufactured Plant and Equipment – Work Tests**

The rights of the Engineer relating to the inspection, examination and testing of plant and equipment during manufacture shall be applicable to the Insurance Companies or Inspection Authorities so nominated by the Engineer.

The Contractor shall give two week's notice to the Engineer of the manufacturer's intention to carry out such tests and inspections.

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

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

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

### 1.08.4 **Pressure Testing**

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

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

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

#### 1.09 **Colour Coding**

Unless stated otherwise in the Particular Specification, all pipework shall be colour coded in accordance with the latest edition of B.S 1710 and to the approval of the Engineer or Architect.

#### 1.10 **Welding**

##### 1.10.1 **Preparation**

Joints to be made by welding shall be accurately cut to size with edges sheared, flame cut or machined to suit the required type of joint. The prepared surface shall be free from all visible defects such as lamination, surface imperfection due to shearing or flame cutting operation, etc., and shall be free from rust scale, grease and other foreign matter.

##### 1.10.2 **Method**

All welding shall be carried out by the electric arc processing using covered electrodes in accordance with B.S. 639.

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

##### 1.10.3 **Welding Code and Construction**

All welded joints shall be carried out in accordance with the following Specifications:

###### a) **Pipe Welding**

All pipe welds shall be carried out in accordance with the requirements of B.S.806.

###### b) **General Welding**

All welding of mild steel components other than pipework shall comply with the general requirements of B.S. 1856.

##### 1.10.4 **Welders Qualifications**

Any welder employed on this Contractor shall have passed the trade tests as laid down by the Government of Kenya.

The Engineer may require to see the appropriate certificate obtained by any welder and should it be proved that the welder does not have the necessary qualifications the Engineer may instruct the Sub- contractor to replace him by a qualified welder.

**SECTION D**

**PARTICULAR SPECIFICATIONS**

**FOR**

**KITCHEN EQUIPMENT**

## **PARTICULAR SPECIFICATION FOR KITCHEN EQUIPMENT**

### **1 General**

The specifications cover the supply, delivery and installation of various kitchen equipment. The connections of water and waste disposal services shall be carried out by the contractor and also electrical wiring from local isolators to the appliances.

### **2. REGULATIONS AND STANDARDS**

Material, equipment, installations and workmanship shall comply with the requirements of the latest Editions of the following:

- (a) Kenya Government By-laws.
- (b) Relevant standards published by the Kenya Bureau of Standards.
- (c) Relevant British Standards, Specifications & Codes of Practice; referred to as B.S. & B.S.C.P respectively in this document.
- (d) National Environmental Management Authority (NEMA)

### **3.0 KITCHEN EQUIPMENT**

#### **3.1 3 BURNER GAS COOKING RANGE WITH OVEN.**

800 x 700 x 400mm 3 burner stock pot stove with complete with aeration Control, heavy duty cast iron pan support, stainless steel removable drip tray in heavy Stainless steel frame. Low and high flame control knob. Power 36 Kw.

The Equipment to be shall be as “MBM of Italy” or approved equivalent.

#### **3.2 6 BURNER GAS COOKING RANGE WITH OVEN.**

1050 x 700 x 860mm 6 burner cooking range with back and front arrangement complete with aeration control, heavy duty cast iron pan support, stainless steel removable drip tray in heavy Stainless steel frame and Low and high flame control knob. Power in 36 Kw.

The Equipment to be shall be as “MBM of Italy” or approved equivalent.

#### **3.3 SMOOTH HOT PLATE GRIDDLE.**

850 x 700 x 860mm Smooth hot plate griddle with the following features;

- manufactured from mild steel polished plate with three sides having a 3.0mm thick upstand guard.
- Flame duct at back with stainless steel tubular burner with low and high flame control valve burner.
- Oil draining channel in the front of hot plate and oil collecting tray in the front panel.
- Power input of 9kw with 2 burners and 2 controls.

The unit shall be as “MBM of Italy” or approved equivalent.

#### **3.4 GROOVED HOT PLATE GRIDDLE.**

850 x 700 x 860mm grooved hot plate griddle with the following features;

- manufactured from mild steel polished plate with three sides having a 3.0mm thick upstand guard.
- Flame duct at back with stainless steel tubular burner with low and high flame control valve burner.
- Oil draining channel in the front of hot plate and oil collecting tray in the front panel.
- Power input of 9kw with 2 burners and 2 controls.

The unit shall be as “MBM of Italy” or approved equivalent.

### 3.5 **ELECTRIC DOUBLE BASKET DEEP FAT FRYER**

Electric heated double well deep fat fryer with oil capacity 18litres for each well, constructed as follows;

- Exterior satin finish stainless steel AISI 304, 2mm thick.
- The fryer wells shall be 18/10, 2.5mm stainless steel with oil draw off tap.
- Stainless steel 18/10 lid with athermic handle.
- Stainless steel oil collection bin with filter.
- Frying steel baskets supports
- 24Kw amoured electric heaters with oil temperature regulation thermostat ranging from 90 °C to 270 °C, for each well.
- Manually resetable high limit safety thermostat.
- Status indicator light

The unit shall operate on 24Kw,3phase 415v power supply and shall be of external dimensions of 800 x 700 x 860mm high and shall be free standing with adjustable legs.

It shall be as manufactured by “MBM” of Italy or equal and approved.

### 3.6 **OPEN DOUBLE BASKET DEEP FAT FRYER**

Electric heated double well deep fat fryer with oil capacity 15litres for each well, constructed as follows;

- Exterior satin finish stainless steel AISI 304, 2mm thick.
- The fryer wells shall be 18/10, 2.5mm stainless steel with oil draw off tap.
- Stainless steel 18/10 lid with athermic handle.
- Stainless steel oil collection bin with filter.
- Frying steel baskets supports
- 24Kw amoured electric heaters with oil temperature regulation thermostat ranging from 90 °C to 270 °C, for each well.
- Manually resetable high limit safety thermostat.
- Status indicator light

The unit shall operate on 24Kw,3phase 415v power supply and shall be of external dimensions of 800 x 700 x 860mm high and shall be free standing with adjustable legs.

It shall be as manufactured by “MBM” of Italy or equal and approved.

### 3.7 **200 - LITRES GAS BOILING PAN**

200Litres Stainless-steel Free-standing boiling Pan with: Multi purpose heavy duty circular cylindrical boiling pan with 2inch diameter stainless steel drain complete with hinged rectangular lid. Boiling pan to be heated with stainless steel tubular gas burner and constructed as follows:

- Satin finished 18/10 stainless steel external plating and well both 1.6mm thick.  
Satin finished 18/10 stainless steel spring balanced lid with handle.
- 50mm outlet with tap for discharge.
- Removable vegetable basket.
- Limit thermostat with manual resetting
- Glass wool thermal insulation of combustion chamber.
- Cast iron ring burners with Automatic ignition device, pilot flame and flame failure protection device.
- Limit thermostat with manual resetting
- Adjustable stainless steel legs.
- Water supply connections.

All as “MBM of Italy” or approved equivalent.

### 3.8 **200LITRES – NON TILTING BRATT PAN**

200litres Stainless steel Free standing multi purpose non tilting bratt pan with:

- Stainless steel 3.0mm thick heavy-duty rectangular pan.
- inch diameter drain pipe in front panel.
- Brat Pan to be heated with stainless steel tubular gas burner
- to have a hinged rectangular lid.

All as “MBM of Italy” or approved equivalent.

### 3.9 **RATIONAL OVEN**

Rational Electrical oven of size 876 x 791 x 1782mm and of capacity 20 x 1/1 GN capable of 150 - 300 Meals/day with the following features:

- Water Pressure at inlet 150-600 kpa or 0.15-0.6mpa
- Lengthwise loading 1/1, 1/2, 2/3, 1/3 GN.
- Weight 268kg.
- Water inlet R 3/4".
- Connected Load 37kw.
- Dry heat output 44kw.
- Steam Output 38 kw.
- Special Features; icooking Control, iLevel Control, LED Lighting, tripple glass door, Energy Consumption Display, Efficient Care Control, Five air speed and USB Port.

It shall be as manufactured by “MBM” of Italy or equal and approved.

### 3.10 **HARD WOOD MEAT CHOPPING BLOCK**

Hard wood chopping block size 610 x 610x300mm high on a 610mm high stainless steel stand. The block shall be made from reversible red beech wood or equal and approved.

It shall be securely mounted on the stand such that the top surface of the block is roughly 800mm above the finished floor.

### 3.11 **MEAT MINCER**

Stainless Steel meat mincing machine size 800 x 360 x 410mm and power input of 2.2Kw, 3 Phase. Motor speed of 1400rpm. Handwheel to be easily removable for cleaning. The body to be made of stainless steel with hand protection for safety.

The unit to be as “MBM” of Italy or equal and approved.

### 3.12 **ANODIZED BONE SAW**

Free standing anodized Bone Saw with drawer and of size 560 x 545 x 1560mm. The equipment to have power input of 1.5kw with the following features:

- band length: 2100 mm,
- usable cut height: 350 mm.
- working table: 465x545 mm,

The unit to be as “MBM” of Italy or equal and approved.

### 3.13 **PROOFER**

500 x 720 x 1800mm Proofer (Single Jacket) with a power of 1 kw 220 V with operating temperature range of 0°C - 90°C. and with the following features: thermostatic electronic heating control setting, humidity sensor and manual steamer. The proofer to have a stainless-steel body.

The unit shall be as ““MBM” of Italy or equal and approved.



### 3.14 **SPIRAL MIXER**

60Litres spiral mixer of size 480 x 805 x 828mm. The bowl, the spiral, the central column and the protection grid to be made of stainless steel. The gearbox to be made of oil bath gearmotor to ensure it is silent. The equipment to be equipped with dough-breaker. The mixers to be equipped with a two speed a three phase 1.1Kw motor. Capacity (Ltr) 60.

The unit shall be as ““MBM” of Italy or equal and approved.

### 3.15 **BAKERY MACHINERY**

20litres Bakery machinery of size 880 x 530 x 460mm with a powerful 1100 Watt Motor 240v 50Hz 10amp plug. Weight: 95kg. 3-Speed gear box 197,317 & 462rpm. 3 Attachments. Hook, whip and beater. Transmission: Wide-faced, hardened alloy steel, helical gears fully sealed in transmission lubricant with heavy-duty ball bearings and clutch combine for highly dependable, quiet operation. Motor cooling system. Safety Guard. Moisture resistant switches. Thermal Protected motor. Cast base construction. Silver metallic finish using epoxy powder coat enamel for easy cleaning.

The unit shall be as ““MBM” of Italy or equal and approved.

### 3.16 **RATIONAL ELECTRICAL OVEN**

Rational Electrical oven of size 847 x 771 x 1042mm and of capacity 10 x 1/1 GN capable of 80 -150 Meals/day. Water Pressure 150-600 kpa or 0.15-0.6mpa. Lengthwise loading 1/1, 1/2, 2/3, 1/3, 2/8 GN. Weight 141.5 kg . Water inlet R 3/4". Connected Load 18.6 kw. Fuse 3 x 32A. Mains Connection 3NAC 400V. DRY heat output 44 kw. hot air output 38 kw Steam output 38 kw. Special Features; iCooking Control, iLevel Control, LED Lighting, tripple glass door, Energy Consumption Display, Efficient Care Control, Five air speed and USB Port.

The unit shall be as ““MBM” of Italy or equal and approved.

### 3.17 **2 DOOR UNDERCOUNTER CHILLER**

500 Litres 2 Door undercounter chiller with solid door and of size 1800 x 700 x 840mm. The equipment to have the following features blower system, defrost system, defrost heater, digital temperature control, Refrigerant R134a/360g, internal dimension 1350 x 635 x 584mm, external finishing with stainless steel GN/1, internal finishing with stainless steel, temperature range of (°C)+2 to +8, 4No. Shelves and 16 Clips. Defrost system to work on forced air circulation. Compressor power input: 1/4 HP (Wattage 570 - 630). Amper 3.8 - 4.2 A. Energy consumption 2.8 - 3.2 kW/h. Voltage 230V/1/50Hz. 240V/1/60Hz.

### 3.18 **PLATE SLICER**

575 x 412 x 460mm plate Slicer with a blade diameter of 300mm. Plate slicer to be made of stainless steel body and supplied complete with blade sharpener tool. Slice thickness to be adjustable. Power input 0.27Kw with an approximate weight of 16 kg. The unit shall be as ““MBM” of Italy or equal and approved.

### 3.19 **CONTACT GRILLE**

620 x 350 x 200mm Contact grill with 2No. work stations. The case material to be stainless steel and work surface structure corrugated hold-down surface structure - corrugated. Hold-down surfaces quantity - 2No. Control system to be electromechanical. Power input 3.4Kw single phase.

3.20 **STAINLESS STEEL WORK TOP**

1800 x 700 x 860mm Stainless steel work top with undershelf. 38mm diameter round tube legs. The worktop to have adjustable PVC grommets/ stainless steel plugs, Stainless steel undershelf and 50mm upstand at the back.

3.21 **COMMERCIAL MICROWAVE OVEN**

330 x 420 x 100mm Commercial microwave oven, with a power input of 1000watts, single phase. 30 L capacity GN 2/3. Stainless steel interior and exterior for easy cleaning with 10-minute dial timer. See-through door and lighted interior for easy monitoring of food without opening the door. 5 power levels provides cooking flexibility. Static heat resistant Glass. The unit shall be as “Eurotec Riga MWP1050-30EN” or equal and approved.

3.22 **VEGETABLE PREPARATION MACHINE**

Heavy duty bench mounted vegetable preparation machine capable of slicing, dicing, chipping, grating and shredding between 160kgs to 300Kgs of mixed vegetables per hour.

The body shall be in Aluminium alloy casting. The drum interior, feed ram and the cutting parts shall be in Stainless Steel and shall be replaceable. Size approx. 300x300x300mm high

The Unit shall incorporate a safety device which will prevent the motor from operating unless the feed ram is in the operating position. Electrically run, it shall have a continuously rated motor of rating of 0.5hp with overload protection and suitable for use with 240V, 50Hz, I phase power supply. All electrical components shall be adequately insulated and shall be splash proof. The unit shall be as “MBM” of Italy or equal and approved.

3.23 **30 KG POTATO PEELER**

Heavy duty floor mounted Potato peeler capable of peeling 30 kg charge in three minutes. The body, drum and peeling plate shall be in Aluminium alloy casting. The plate shall be sea wave shaped. The drum interior and the plate shall be coated with abrasive embedded in epoxy resin and both shall be replaceable.

It shall also have suitable water inlet and drainage hose connections with a waste dilution unit.

The door shall have a positive cam latch door with a safety switch to isolate power when the door opens.

Electrically run, it shall have a continuously rated motor of rating of 0.25hp with overload protection and suitable for use with 240V, 50Hz, I phase power supply. All electrical components shall be adequately insulated and shall be splash proof.

The unit shall be as “CRYPTO PEERLESS” or approved equivalent.

3.24 **STAINLESS STEEL WORK TOP**

1500 x 700 x 860mm Stainless steel work top with undershelf. 38mm diameter round tube legs. The worktop to have adjustable PVC grommets/ stainless steel plugs, Stainless steel undershelf and 50mm upstand at the back.

3.25 **ELECTRIC INSECT KILLER – INSECTOCUTOR**

Insectocutor of stainless steel housing with powder coated safety grille, removable plastic tray, fully protected high-tension grid operating at a voltage of about 16000 volts and wall mounting brackets.

It shall also have a facility to emit ultra – violet light and shall be operational on 240V, 50Hz supply.

3.26 **WEIGHING SCALE**

Electronic weighing scale of capacity 150kg with 50g graduations.

- It shall have a weighing platform of 600 x 450mm in stainless steel.
- There shall be a programmable digital indicator system with LCD display and a yellow backlight.
- It shall indicate measurements in “Kgs” only.  
As “Avery” or approved equivalent

3.27 **STAINLESS STEEL WORKTOP WITH UNDERSHELF**

Stainless steel worktops with a stainless-steel grid shelf shall be incorporated. The top shall be of 16 s.w.g. stainless steel sheet backed with 4 mm thick mild steel for reinforcement.

The unit frame to be 32mm R.H.S. Stainless steel tube of 3mm thick and each leg to be equipped with an adjustable sanitary foot, and the corners strengthened to give stability. The table top to have turned down edges in front and ends. The top shall be strengthened with the frame such that it takes heavy loads without sagging.

3.28 **DOUBLE BOWL DOUBLE DRAINER STAINLESS STEEL SINKS ON STAND - DBDD**

DBDD Sinks of sizes 1500 x 600 x 850mm high and 1800x600x850mm high with 2No. bowls sizes 500x450x300mm deep each centrally placed with a 50mm backsplash.

It shall have a stainless-steel grid under shelf and a 250mm stainless steel skirting below the sink rim covering all sides of the sink. The top and sink shall be of 16 s.w.g. Stainless steel. The basin shall be pressed in a single piece with rounded corners.

Unit frame to be 32mm R.H.S. stainless steel tube of 3mm thick and each leg to be equipped with a stainless steel adjustable sanitary foot. The feet/stand shall have a spacing of maximum 1000mm.

Each bowl shall be fitted with a perforated removable corner strainer in full own height, a 40 mm waster outlet with stand overflow outlet fitting and a heavy duty hot/cold water sink mixer, pillar type with over arm swivel outlet as “Bricon” or approved equivalent.

3.29 **SINGLE BOWL SINGLE DRAINER STAINLESS STEEL SINK ON STAND-SBSD**

Sinks of sizes 1500x600x850mm and 1200x600x850 high and constructed as above.

3.30 **DOUBLE BOWL DOUBLE SINK**

1500 x 600 x 850mm double bowl double sink with 2 bowls of size 500 x 400 x 300mm. The sink to be made of 1.5mm thick stainless-steel top grade 304, with rear stand deck, stainless steel bracing all sides, stainless steel sound deadened plate and 40mm square adjustable stainless-steel feet with plug.

3.31 **DISHWASHER COMPLETE WITH ACCESSORIES**

Conveyor dishwasher capable of 100 baskets/hr running on 415V/50Hz/3. 4.82Kw power input with full automation of work process and produce even number of wash cycles which is required during the day. Dishwasher shall be supplied complete with:

- 1600 x 600 x 850mm Stainless steel Receiving table with diameter 250mm Chute, 38mm round tube legs, adjustable PVC grommets/stainless steel plugs and stainless-steel bracing on 3 sides.
- 20No. 500 x 500 x 100mm Plate & Tray Rack with 64No. Compartment.
- Compartment size shall be 450 x 450 x 720mm
- 1800 x 700 x 860mm Stainless steel run out table with 38mm diameter round tube legs, adjustable PVC grommets/ stainless steel plugs, Stainless steel channel brackets, stainless steel braces all round and 2No. bended upstands.

It shall be as manufactured by “MBM” of Italy or equal and approved.

3.32 **4-TIER DISH STACKING RACK**

4-tier stainless steel plate stacking racks of sizes 1500x600x1800mm high and 1200x600x1500mm. Each shelf shall be constructed in stainless steel sheet. The whole unit shall be substantially constructed such that each shelf can accommodate at least 150No. 9 inch diameter earthenware plates without deflection. The unit frame shall be stainless steel, 32mm square with adjustable sanitary feet.

3.33 **STAINLESS STEEL TRIPLE BOWL SINK**

Stainless steel triple bowl sink of size 2300 x 700 x 860mm, with the following features:

- Bowls of sizes 600 x 500/400 x 400/300
- 1.5mm thick stainless steel top
- sound deadening plate -Bowl(600 x 400 x 300 mm)
- Round legs,38 mm diameter legs with adjustable stainless steel plugs.
- Stainless steel bracing all sides
- Stainless steel top made of ss 304 grade

3.34 **PRE RINSE SHOWER**

Pre Rinse Shower with the following features;44" flex hose with spring, easy to hold 1.48 GPM spray valve (B-0108), Lever handles with colour coded indexes, external compression cartridges with solid brass spindle and body and spring checks. It shall also include a 12" add-on swing faucet and wall bracket for added support. It shall have an overall height of 46" 450x910x770mm and the model is as “MBM of Italy” or approved equivalent.

3.35 **STAINLESS STEEL DISH WASH TROLLEY**

515 x 565 x 1800mm Stainless steel dish wash trolley with the following features:

- Rear sheet stopper
- Fits full dish wash basket
- Lockable castors
- Tube legs 25 x 25mm

3.36 **STAINLESS STEEL 4 TIER RACK**

1500 x 500 x 1800mm Stainless steel 4 tier rack with:

-stainless steel Solid shelves

-Sheet channel legs

-Adjustable Pvc grommet/stainless steel plugs fitted in 38 diameter tube

3.37 **GENERAL PURPOSE TROLLEY**

Stainless steel general-purpose mobile trolley of size 900x500x900mm high. The trolley shall be constructed sturdily with 3No. trays made of 16 s.w.g. Stainless steel sheet backed with plywood for rigidity and noise/shock absorption. The unit to run on 4No.150mm diameter heavy-duty castors (2 fixed, 2 swivel). It shall be as manufactured by “MBM” of Italy or equal and approved.

3.38 **PLATFORM TROLLEY**

Platform trolley for carrying heavy stuff and of size 600 x 800 x 200mm high. The trolley shall be constructed sturdily with 1No. heavy duty tray made of 16 s.w.g. Stainless steel sheet backed with plywood for rigidity and noise/shock absorption. The trolley shall also be complete with upright stand control handle made of 25mm diameter stainless steel frame. The unit to run on 4No.100mm diameter heavy-duty castors (2 fixed, 2 swivel). It shall be as manufactured by “MBM” of Italy or equal and approved.

3.61 **CUTTING BOARD**

600 x 400 x 40mm Table top Cutting board with different colour codes; white(bakery & dairy); blue(raw fish & sea food);Brown(cooked meat);Green(fruits & vegetables);Red(Raw meat); Yellow(Raw poultry & chicken); with unbreakable,shock proof, non toxic,heat resistant(40-90 deg C)

3.62 **INSPECTION, TESTING AND COMMISSIONING**

Unless otherwise indicated tests shall be carried out in accordance with the appropriate BS or CP. Test certificates for works tests, site tests and tests required by BS shall be submitted in duplicate to the Engineer.

Where an individual inspection or tests take place outside the site of the works representatives of the Engineer will be required to be present.

Unless otherwise indicated the contract shall include the cost of all tests, necessary instruments, plant supervision and labour both at work and on site. The accuracy of the instruments shall be demonstrated where so directed by the Engineer.

The site test shall be of at least six hours duration. Any defects or workmanship, materials and performance maladjustments or other irregularities which become apparent during the tests shall be rectified by the supplier at his expense and the tests shall be repeated at his expense to the satisfaction of the Engineer.

The contractor's representative present at the site tests shall be fully conversant with the operation of the thermostatic controls and shall be expected to explain the operation and safety controls forming part of the installation to the employer's representatives.

**SECTION E:**

**BILLS OF QUANTITIES AND**

**SCHEDULE OF UNIT RATES**

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

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## **1. General Note to Tenderers**

- 1.1 The total of the prices in the summary of prices shall include for the whole of the Contract works in accordance with the specifications as defined before and shall be carried forward to Form of Tender.
- 1.2 Any prices omitted from any item, section or part of the price schedule shall be deemed to have included in another item, section or part.
- 1.3 Specific requirements will be on As When Required (AWR) basis.
- 1.4 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.
- 1.5 The prices shall include for all obligations under the Contract including and not limited to:
  - a) Supply of any materials, equipment, apparatus, fittings, spares and tools
  - b) Insurance
  - c) Clearing and forwarding
  - d) Delivery, handling and storage at site
  - e) Packing for storage
  - f) Replacing any defective or damaged item
  - g) Installation
  - h) Testing
  - i) Painting
  - j) Commissioning
  - k) Maintenance during the defects liability period
  - l) Preliminaries and General items
- 1.6 The unit rates shall include import duty and VAT where applicable, and shall be expressed in Kenya Shillings.



**2. Statement of Compliance**

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

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

Date: .....

Official Rubber Stamp: .....

## **PRICING OF PRELIMINARIES AND GENERAL ITEMS.**

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

The Bills of Quantities are divided generally into three sections:-

### **(a) Preliminaries and general items**

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

### **(b) Installation Items – Other Bills**

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

### **(c) Summary**

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

This grand total tender sum shall be entered in the Form of Tender provided elsewhere in this document

## SCHEDULE 1 – CONTRACT PRELIMINARIES

ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS	CTS
1	Discrepancies clause					
2	Conditions of contract Agreement					
3	Payments					
4	Site location					
5	Scope of Contract Works					
6	Extent of the Contractor's Duties					
7	Firm price contract					
8	Variation					
9	Prime cost and provisional sum (insert profit and attendance which is a percentage of expended PC or provisional sum.)					
10	Bond clause					
11	Government Legislation and Regulations					
12	Import Duty and Value Added Tax (Note this clause applies for materials supplied only. VAT will also be paid by the sub-contractor as allowed in the summary page)					
13	Insurance company Fees					
14	Provision of services associated with builder works					
15	Samples and Materials					
	<b>SUB-TOTAL CARRIED TO PAGE E -4</b>					

ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS	CTS
16	Supplies					
17	Bills of Quantities					
18	Contractor's Office in Kenya					
19	Builder's Work					
20	Setting to work and Regulating system					
21	Identification of plant components					
22	Working Drawings					
23	Record Drawings (As Installed) and Instructions					
24	Maintenance Manual					
25	Hand over					
26	Painting					
27	Testing and Inspection – manufactured plant					
28	Testing and Inspection – Installation					
29	Storage of Materials					
30	Initial Maintenance					
	<b>SUB-TOTAL CARRIED TO PAGE E -4</b>					

ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS	CTS
31	Attendance Upon Tradesmen, etc. (Insert percentage only)					
32	Local and other Authorities notices and fees					
33	Temporary Works					
34	Patent Rights clause					
35	Mobilization and Demobilization					
36	Extended Preliminaries					
37	Supervision by Engineer and Site Meetings					
38	Allow for profit and Attendance for the above					
39	Amendment to Scope of Sub-contract Works					
40	Contractor Obligation and Employers Obligation					
41	Any other preliminaries;					
	<b>SUB-TOTAL CARRIED TO PAGE E -4</b>					

ITEM	DESCRIPTION	AMOUNT (KShs)
A	Subtotal brought forward from page E-1	
B	Subtotal brought forward from page E-2	
C	Subtotal brought forward from page E-3	
	TOTAL FOR BILL NO. 1- PRELIMINARIES CARRIED FORWARD TO PRICE MAIN SUMMARY PAGE E-25	

**BILL No.2: KITCHEN EQUIPMENT INSTALLATION**

Item	Description	Units	Qty	Rates (Kshs.)	Costs (Kshs)
	<b>Supply, install, test and commission the following equipment as per the specifications. All the equipment shall be heavy commercial and as manufactured by “MBM of Italy” or approved equivalent.</b> <b><u>RECEIVING AREA</u></b>				
A	Knee operated hand wash basin 505 x 450 x 220mm knee operated hand wash basin; with a water flushing capability of 15 seconds. The sink to be suitable for wall mounting with stainless steel housing.	No	1		
B	Stainless steel bogey trolley with: 900 x 600 x 860mm Stainless steel bogey trolley with: -1.5 mm Thick platform sheet -Castors wheel -Tube handle(50mm Diameter) -Tube framework (40x40)	No	1		
C	Insect Killer; 440 x 190 x 550mm insect killer suitable for hanging on the wall. Insect killer to have full protected outer mesh to prevent finger touch high voltage electrocution. Insect killer to have no pollution, oil proof and easy to clean.	No	1		
D	Stainless steel work top 1500 x 700 x 860mm Stainless steel work top with channel backing. 38mm diameter round tube legs. The worktop to have adjustable PVC grommets/ stainless steel plugs, Stainless steel undershelf and 50mm upstand at the back.	No	1		
E	Electronic digital weighing scale 400 x 500mm Electronic digital weighing scale 0-150 kg with a precision accuracy. The scale to be capable of measuring to the nearest 0.1kg. and suitable for plugging into a socket with an AC adaptor. The scale also to be fitted with a with 4V/4AH rechargeable lead acid battery.	No	1		
	<b>Total Carried Forward to Next Page</b>				

Item	Description	Units	Qty	Rates (Kshs.)	Costs (Kshs)
	Balance brought forward from previous page				
	<b><u>POTATO PREP AREA</u></b>				
A	Potato peeling machine 690 x 800 x 1080mm, 30kg potato peeling machine with a power input of 1.1kW and 500 x 500mm stainless steel peeler. The machine to have a digital control panel with time adjustment, long lasting and strong sandpaper and stainless steel body. Potato peeler to have a capacity of peeling 30kg in 1-2 min.	No	1		
B	Stainless steel double bowl sink 1500 x 600 x 860mm Stainless steel double bowl sink with: -2 Bowls -1.5mm thick stainless steel top -Rear up stand deck -Stainless steel sound deadening plate -Bowl(500 x 400 x 300 mm) -Round legs,38 mm diameter with adjustable stainless steel plugs. -Stainless steel bracing all sides -Stainless steel top made of ss 304 grade	No	1		
C	Commercial mixer taps as Vado or equal and approved	No	1		
D	1000 x 600 x 300mm Stainless steel dunnage racks	No	2		
E	Stainless steel neutral cupboard 1000 x 500 x 1800mm Stainless steel neutral cupboard with: -Stainless Steel Double Swing door -One mid shelf -Stainless steel body construction -Round legs with adjustable feet	No	1		
F	Stainless steel floor trap 200 x 200mm Stainless steel floor trap with reverse angle frames, Stainless steel cover and fish tail for flooring.	No	2		
	<b><u>COOKING ISLAND</u></b>				
G	Boiling Pan 200Litres Stainless steel Free standing boiling Pan with: Multi purpose heavy duty circular cylindrical boiling pan with 2 inch diameter stainless steel drain complete with hinged rectangular lid. Boiling pan to be heated with stainless steel tubular gas burner.	No	1		
	<b>Total Carried Forward to Next Page</b>				



Item	Description	Units	Qty	Rates (Kshs.)	Costs (Kshs)
	Balance brought forward from previous page				
A	<p>Rational Oven</p> <p>Rational Electrical oven of size 876 x 791 x 1782mm and of capacity 20 x 1/1 GN capable of 150 - 300 Meals/day. Water Pressure 150-600 kpa or 0.15-0.6mpa. Lengthwise loading 1/1, 1/2, 2/3, 1/3 GN. Weight 268 kg . Water inlet R 3/4". Connected Load 37 kw. Fuse 3 x 32A. Mains Connection 3phase 4150V. Dry heat ouput 44 kw. Steam Output 38 kw with the following special features; iCooking Control, iLevel Control, LED Lighting, tripple glass door, Energy Consumption Display, Efficient Care Control, Five air speed and USB Port.</p>	No	1		
B	<p>Rational Oven Start up kit</p> <p>Rational start up kit of size 876 x 791 x 1782mm including assortment of baking, roasting, brasing, steaming pans, cleaning agent, connection kit and others</p>	No	1		
C	<p>Stainless steel rational oven trolley of size 515 x 65 x 1800mm</p>	No	1		
D	<p>Non Tilting Bratt pan</p> <p>200litres Stainless steel Free standing multi purpose non tilting bratt pan with: Stainless steel 3.0mm thick heavy duty rectangular pan with 3 inch diameter drain pipe in front panel. Brat Pan to be heated with stainless steel tubular gas burner and to hav a hinged rectangular lid.</p>	No	1		
F	<p>Electric double basket deep fat fryer</p> <p>800 x 700 x 900mm electric fryer with cabinet 18Litres x 2. Working plane and front panels made of stainless steel AISI 304. Well pressed and rounded tanks equipped with independent controls and long lasting special rotating resistances made of Incoloy stainless steel.</p>	No	1		
G	<p>Open double basket deep fat fryer</p> <p>Open fryer of size 800 x 700 x 900mm with 15litres x 2 wells. Complete with7 front panels made of AISI 304 stainless steel. Two rounded independent tanks with a wide cold zone to collect food residue. Tubular burners with honey-comb section.</p>	No	1		
	<b>Total Carried Forward to Next Page</b>				

Item	Description	Units	Qty	Rates (Kshs.)	Costs (Kshs)
	Balance brought forward from previous page				
A	Stainless steel chips dump 530 x 325 x 150mm stainless steel chips dump complete with a 200mm deep 1/1 GN container and false perforated bottom for deoiling.	No	2		
B	3 Burner L.P. gas cooking range 800 x 700 x 400mm 3 burner High pressure cooking range complete with aeration Control, heavy duty cast iron pan support , stainless steel removable drip tray in heavy Stainless steel frame. Low and high flame control knob. Power 36 Kw, with automatic ignition system.	No	1		
C	6 Burner L.P. gas cooking range 1050 x 700 x 860mm 6 burner Low pressure cooking range with back and front arrangement complete with aeration control, heavy duty cast iron pan support, stainless steel removable drip tray in heavy Stainless steel frame and Low and high flame control knob. Power in 36 Kw with Automatic Ignition system.	No	1		
D	Smooth hot plate gas griddle 850 x 700 x 860mm Smooth hot plate griddle manufactured from mild steel polished plate with three sides having a 3.0mm thick upstand guard. Flame duct at back with stainless steel tubular burner with low and high flame control valve burner. Oil draining channel in the front of hot plate and oil collecting tray in the front pannel. Power input of 9kw with 2 burners and 2 controls.	No	1		
E	Grooved hot plate gas griddle 850 x 700 x 860mm grooved hot plate griddle manufactured from mild steel polished plate with three sides having a 3.0mm thick upstand guard. Flame duct at back with stainless steel tubular burner with low and high flame control valve burner. Oil draining channel in the front of hot plate and oil collecting tray in the front pannel. Power 9kw.	No	1		
<b><u>VEGETABLE/ FRUIT PREPARATION</u></b>					
F	1800 x 700 x 860mm Stainless steel work top with undershelf and upstand at back.	Item	1		
G	1500 x 400 x 600mm Stainless steel 2 tier wall shelf with upstand at back; stainless steel tubular structure supporting the two shelves; and with stainless steel brackets for wall mounting.	No	2		
<b>Total Carried Forward to Next Page</b>					

Item	Description	Units	Qty	Rates (Kshs.)	Costs (Kshs)
	Balance brought forward from previous page				
A	Stainless steel floor trap 200 x 200mm Stainless steel floor trap with reverse angle frames, Stainless steel cover and fish tail for flooring.	No	4		
B	1500 x 600 x 860mm double bowl double sink with 2 bowls of size 500 x 400 x 300mm. The sink to be made of 1.5mm thick stainless steel top grade 304, with rear stand deck, stainless steel bracing all sides, stainless steel sound deaded plate and 40mm square adjustable stainless steel feet with plug.	No	1		
C	Commercial mixer taps as Vado or equal and approved	No	1		
D	Vegetable slicer with 3 stainless steel blades with a power input of 0.37Kw and motor speed of 900mm rpm. The blades to be easily removable for cleaning. The vegetable slicer to have stainless steel body and a safety switch.	No	1		
E	600 x 400 x 40mm Cutting board with different colour codes	No	2		
	<b><u>MEAT/ FISH PREPARATION</u></b>				
F	Meat chopping block; Made of red beach wood and secured on stand.	Item	1		
G	1500 x 400 x 600mm Stainless steel 2 tier wall shelf with upstand at back, stainless steel tubular structure supporting the two shelves and stainless steel brackets with holes for mounting on wall.	No	2		
H	1500 x 600 x 850mm double bowl double sink with 2 bowls of size 500 x 400 x 300mm. The sink to be made of 1.5mm thick stainless steel top grade 304, with rear stand deck, stainless steel bracing all sides, stainless steel sound deaded plate and 40mm square adjustable stainless steel feet with plug.	No	1		
I	Commercial mixer taps as Vado or equal and approved	No	1		
J	1500 x 700 x 860mm Stainless steel work top with undershelf. 38mm diameter round tube legs. The worktop to have adjustable PVC grommets/ stainless steel plugs, Stainless steel undershelf and 50mm upstand at the back.	No	1		
K	Stainless Steel meat mincing machine size 800 x 360 x 410mm and power input of 2.2Kw, 3 Phase. Motor speed of 1400rpm. Handwheel to be easily removable for cleaning. The body to be made of stainless steel with hand protection for safety.	No	1		
	<b>Total Carried Forward to Next Page</b>				

Item	Description	Units	Qty	Rates (Kshs.)	Costs (Kshs)
	Balance brought forward from previous page				
A	Anodized Bone Saw	No	1		
	Free standing anodized Bone Saw with drawer and of size 560 x 545 x 1560mm. The equipment to have power input of 1.5kw with the following features: band length: 2100 mm, usable cut height: 350 mm. working table: 465x545 mm, emergency stop and Stainless steel working surface and blade.	No	1		
B	Insect Killer; Insect Killer of size 440 x 190 x 550mm with full protected outer mesh to prevent finger touch high voltage electrocution. Suitable for hang up on the wall. Insect killer to be oil proof and easy to clean.	No	1		
C	600 x 400 x 40mm Cutting board with different colour codes.	No	2		
D	Stainless steel floor trap 200 x 200mm Stainless steel floor trap with reverse angle frames, Stainless steel cover and fish tail for flooring.	No	2		
	<b><u>PASTRY PREPARATION</u></b>				
E	1800 x 700 x 860mm Pastry preparation table with; 20 mm thick Marble Top. Stainless steel under shelf Stainless steel table with undershelf and upstand at back.	Item	1		
F	1500 x 400 x 600mm Stainless steel 2 tier wall shelf with upstand at back, stainless steel tubular structure supporting the two shelves and stainless steel brackets with holes for mounting on wall.	No	2		
G	1500 x 600 x 850mm Stainless steel single bowl sink complete with: -backing plate -1.5 thick stainless steel top -Rear up stand 50mm deck Marine edge -Bowl size(500 x 400 x 250/300 mm) Round legs,38mm diameter with adjustable PVC Grommets/ stainless steel plugs -stainless steel bracing all sides 25mm dia tube Stainless steel top made of ss 304 grade	No	1		
H	Commercial mixer taps as Vado or equal and approved	No	1		
	<b>Total Carried Forward to Next Page</b>				

Item	Description	Units	Qty	Rates (Kshs.)	Costs (Kshs)
	Balance brought forward from previous page				
A	<p>Proofer</p> <p>500 x 720 x 1800mm Proofer ( Single Jacket ) with a power of 1 kw 220 V with operating temperature range of 0°C - 90°C. and with the following features: thermostatic electronic heating control setting, humidity sensor and manuel steamer. The proofer to have a stainless steel body.</p>	No	1		
B	<p>Bakery machinery</p> <p>20litres Bakery machinery of size 880 x 530 x 460mm with a powerful 1100 Watt Motor 240v 50Hz 10amp plug. Weight: 95kg. 3-Speed gear box 197,317 &amp; 462rpm. 3 Attachments. Hook, whip and beater. Transmission: Wide-faced, hardened alloy steel, helical gears fully sealed in transmission lubricant with heavy-duty ball bearings and clutch combine for highly dependable, quiet operation. Motor cooling system. Safety Guard. Moisture resistant switches. Thermal Protected motor. Cast base construction. Silver metallic finish using epoxy powder coat enamel for easy cleaning.</p>	No	1		
C	<p>Spiral Mixer</p> <p>60Litres spiral mixer of size 480 x 805 x 828mm. The bowl, the spiral, the central column and the protection grid to be made of stainless steel. The gearbox to be made of oil bath gearmotor to ensure it is silent. The equipment to be equipped with dough-breaker. The mixers to be equipped with a two speed a three phase 1.1Kw motor. Capacity (Ltr) 60.</p>	No	1		
D	<p>Rational Oven</p> <p>Rational Electrical oven of size 847 x 771 x 1042mm and of capacity 10 x 1/1 GN capable of 80 -150 Meals/day. Water Pressure 150-600 kpa or 0.15-0.6mpa. Lengthwise loading 1/1, 1/2, 2/3, 1/3, 2/8 GN. Weight 141.5 kg . Water inlet R 3/4". Connected Load 18.6 kw. Fuse 3 x 32A. Mains Connection 3NAC 400V. DRY heat ouput 44 kw. hot air output 38 kw Steam output 38 kw. Special Features; iCooking Control, iLevel Control, LED Lighting, tripple glass door, Energy Consumption Display, Efficient Care Control, Five air speed and USB Port.</p>	No	1		
	<b>Total Carried Forward to Next Page</b>				

Item	Description	Units	Qty	Rates (Kshs.)	Costs (Kshs)
A	Balance brought forward from previous page Rational start up kit including assortment of baking, roasting, brasing, steaming pans, cleaning agent, connection kit and others	Item	1		
B	Stainless steel rational oven stand Stainless steel rational oven stand of size 850 x 850 x 760mm with: -1.5 mm thick top -single undershelf -40mm Square legs adjustable stainless steel plugs with runners below to hold 8 trays.	No	1		
C	2 Door undercounter chiller 500 Litres 2 Door undercounter chiller with solid door and of size 1800 x 700 x 840mm. The equipment to have the following features blower system, defrost system, defrost heater, digital temperature control, Refrigerant R134a/360g, internal dimension 1350 x 635 x 584mm, external finishing with stainless steel GN/1, internal finishing with stainless steel, temperature range of (°C)+2 to +8, 4No. Shelves and 16 Clips. Defrost system to work on forced air circulation. Compressor power input: 1/4 HP (Wattage 570 - 630). Amper 3.8 - 4.2 A. Energy consumption 2.8 - 3.2 kW/h. Voltage 230V/1/50Hz. 240V/1/60Hz.	No	1		
D	Stainless steel tall boy trolley for tray 465 x 615 x 1800mm stainless steel tall boy trolley for tray size 600 x 400 with: -Lockable castors -Tube legs -Angle runners Rod handle front stopper -Rear sheet stopper	No	3		
E	Stainless steel 4 tier rack 1800 x 700 x 840mm stainless steel 4 tier rack with: -stainless steel Solid shelves Sheet channel legs -Adjustable Pvc grommet/stainless steel plugs fitted in 38 diameter tube	No	2		
<b>Total Carried Forward to Next Page</b>					

Item	Description	Units	Qty	Rates (Kshs.)	Costs (Kshs)
	Balance brought forward from previous page				
	<b><u>COLD PREPARATION</u></b>				
A	2 Door undercounter chiller 500 Litres 2 Door undercounter chiller with solid door and of size 1800 x 700 x 840mm. The equipment to have the following features blower system, defrost system, defrost heater, digital temperature control, Refrigerant R134a/360g, internal dimension 1350 x 635 x 584mm, external finishing with stainless steel GN/1, internal finishing with stainless steel, temperature range of (°C)+2 to +8, 4No. Shelves and 16 Clips. Defrost system to work on forced air circulation. Compressor power input: 1/4 HP (Wattage 570 - 630). Amper 3.8 - 4.2 A. Energy consumption 2.8 - 3.2 kW/h. Voltage 230V/1/50Hz. 240V/1/60Hz.	No	1		
B	Plate Slicer 575 x 412 x 460mm plate Slicer with a blade diameter of 300mm. Plate slicer to be made of stainless steel body and supplied complete with blade sharpener tool. Slice thickness to be adjustable. Power input 0.27Kw with an approximate weight of 16 kg.	No	1		
C	Contact grill 620 x 350 x 200mm Contact grill with 2No. work stations. The case material to be stainless steel and work surface structure corrugated hold-down surface structure - corrugated. Hold-down surfaces quantity - 2No. Control system to be electromechanical. Power input 3.4Kw single phase.	No	1		
D	Stainless work top 1800 x 700 x 860mm Stainless steel work top with undershelf. 38mm diameter round tube legs. The worktop to have adjustable PVC grommets/ stainless steel plugs, Stainless steel undershelf and 50mm upstand at the back.	No	1		
	<b>Total Carried Forward to Next Page</b>				

Item	Description	Units	Qty	Rates (Kshs.)	Costs (Kshs)
	Balance brought forward from previous page				
A	Single bowl sink 1500 x 600 x 850mm Stainless steel single bowl sink complete with: -backing plate -1.5 thick stainless steel top -Rear up stand 50mm deck Marine edge -Bowl size(500 x 400 x 250/300 mm) Round legs,38mm diameter with adjustable PVC Grommets/ stainless steel plugs bracing all sides 25mm dia tube Stainless steel top made of ss 304 grade	No	1		
B	Commercial mixer taps as Vado or equal and approved	No	1		
C	Commercial microwave oven 330 x 420 x 100mm Commercial microwave oven,with a power input of 1000watts, single phase. 30 L capacity GN 2/3. Stainless steel interior and exterior for easy cleaning with 10-minute dial timer. See-through door and lighted interior for easy monitoring of food without opening the door. 5 power levels provides cooking flexibility. Static heat resistant Glass .	No	1		
D	Stainless steel floor trap 200 x 200mm Stainless steel floor trap with reverse angle frames, Stainless steel cover and fish tail for flooring.	No	1		
	<b><u>WASH UP AREA</u></b>				
E	Stainless steel Receiving table 1600 x 600 x 850mm Stainless steel Receiving table with diameter 250mm Chute, 38mm round tube legs, adjustable PVC grommets/stainless steel plugs and stainless steel bracing on 3 sides.	No	1		
F	Stainless steel double bowl sink 1500 x 600 x 850mm double bowl double sink with 2 bowls of size 500 x 400 x 300mm. The sink to be made of 1.5mm thick stainless steel top grade 304, with rear stand deck, stainless steel bracing all sides, stainless steel sound deaded plate and 40mm square adjustable stainless steel feet with plug.	No	1		
	<b>Total Carried Forward to Next Page</b>				



Item	Description	Units	Qty	Rates (Kshs.)	Costs (Kshs)
	Balance brought forward from previous page				
A	Pre Rinse Shower Pre Rinse Shower with the following features; 44" flex hose with spring, easy to hold 1.48 GPM spray valve (B-0108), Lever handles with color coded indexes, external compression cartridges with solid brass spindle and body and spring checks. It shall also include a 12" add-on swing faucet and wall bracket for added support. It shall have an overall height of 46"	No	1		
B	Conveyor dishwasher Conveyor dishwasher capable of 100 baskets/hr running on 380V/50/60Hz/3. 4.82Kw power input with full automation of work process and produce even number of wash cycles which is required during the day.	No	1		
C	Stainless steel run out table 1800 x 700 x 860mm Stainless steel run out table with 38mm diameter round tube legs, adjustable PVC grommets/ stainless steel plugs, Stainless steel channel brackets, stainless steel braces all round and 2No. bended upstands.	No	1		
D	Plate & Tray Rack 500 x 500 x 100mm Plate & Tray Rack with 64No. Compartment. Compartment size shall be 450 x 450 x 720mm	No	20		
E	Stainless steel dish wash trolley 515 x 565 x 1800mm Stainless steel dish wash trolley with: -Rear sheet stopper -Fits full dish wash basket -Lockable castors -Tube legs 25 x 25mm	No	4		
F	Stainless steel 4 tier rack 1500 x 500 x 1800mm Stainless steel 4 tier rack with: -stainless steel Solid shelves Sheet channel legs -Adjustable Pvc grommet/stainless steel plugs fitted in 38 diameter tube	No	2		
G	Knee operated hand wash basin 505 x 450 x 220mm knee operated hand wash basin; with a water flushing capability of 15 seconds. The sink to be suitable for wall mounting with stainless steel housing.	No	1		
<b>Total Carried Forward to Next Page</b>					

Item	Description	Units	Qty	Rates (Kshs.)	Costs (Kshs)
	Balance brought forward from previous page				
A	Commercial mixer taps as Vado or equal and approved	No	1		
B	Stainless steel floor trap 400 x 200mm Stainless steel floor trap with reverse angle frames, Stainless steel cover and fish tail for flooring.	No	2		
	<b><u>POT WASHING</u></b>				
C	Stainless steel triple bowl sink 2300 x 700 x 860mm Stainless steel triple bowl sink: -3 Bowls of sizes 600 x 500/400 x 400/300 -1.5mm thick stainless steel top -sound deadening plate -Bowl(600 x 400 x 300 mm) -Round legs,38 mm diameter legs with addjustable stainless steel plugs. -Stainless steel bracing all sides Stainless steel top made of ss 304 grade	No	1		
D	Commercial mixer taps as Vado or equal and approved	No	2		
E	Stainless steel floor trap 400 x 200mm Stainless steel floor trap with reverse angle frames, Stainless steel cover and fish tail for flooring.	No	2		
	<b><u>COLD ROOM</u></b>				
F	Walk Inn Cold Room				
i	Puf Panel and Accessories prefabricated PUF panel for a 3 x 2.5 x 2.3m high walk inn Cold Room. PUF panel tto be100mm thick with polyurathene insulation. Cold room to be made of 0.5mm pre painted galvanized sheed on the inside. PUF to have a minimum density of 40kg/m3. Panels to be cam locked with Sealed Lights with a door curtain. The coldroom shall be complete with 800mm wided Hindged door with Door lock and safety knob from Inside	Item	1		
ii	Door with Accessories 800mm wide coldroom hindged door with door lock and safety knob from Inside	No	1		
iii	Refrigeration Unit Split type Condenser and Evaporator unit with temprature Control Panel, with "Bitzer" compressor or equal and approved. Power - 400v/3ph/50hz. Air cooled single stage condensing unit to maintain temprature of 2 to 8deg C.	Item	1		
	<b>Total Carried Forward to Next Page</b>				

Item	Description	Units	Qty	Rates (Kshs.)	Costs (Kshs)
A	Balance brought forward from previous page Stainless steel 4 tier rack 1500 x 500 x 1800mm Stainless steel 4 tier rack with: -stainless steel Solid shelves Sheet channel legs -Adjustable Pvc grommet/stainless steel plugs fitted in 38 diameter tube <b><u>FREEZER ROOM</u></b>	No	4		
B	Walk Inn freezer Room				
i	Puf Panel and Accessories prefabricated PUF panel for a 3 x 2.5 x 2.3m high walk inn freezer room. PUF panel to be 100mm thick with polyurethane insulation. Cold room to be made of 0.5mm pre painted galvanized sheet on the inside. PUF to have a minimum density of 40kg/m <sup>3</sup> . Panels to be cam locked with Sealed Lights with a door curtain. The coldroom shall be complete with 800mm wide Hinged door with Door lock and safety knob from Inside	Item	1		
ii	Door with Accessories 800mm wide coldroom hinged door with door lock and safety knob from Inside	No	1		
iii	Refrigeration Unit				
iv	Split type Condenser and Evaporator unit with temperature Control Panel; with "Bitzer" compressor or equal and approved. Power - 400v/3ph/50hz. Air cooled single stage condensing unit to maintain temperature of 0 to -40deg C.	Item	1		
C	Stainless steel 4 tier rack 1500 x 500 x 1800mm Stainless steel 4 tier rack with: -stainless steel Solid shelves Sheet channel legs -Adjustable Pvc grommet/stainless steel plugs fitted in 38 diameter tube <b><u>BUFFET SET UP (HOT AND COLD STATION)</u></b>	No	4		
D	1800 x 900 x 980mm built in Buffet Counter station with Wooden frame & chassis, Granite topped, Cutouts for heated Equipment, Electrically wired for single supply inlet, Refrigerated salad cold well, Drop in roll top chaffing dishes, multi purpose counter station with soup tourine and stainless steel plate and bread station.	item	1		
<b>Total Carried Forward to Next Page</b>					

Item	Description	Units	Qty	Rates (Kshs.)	Costs (Kshs)
	Balance brought forward from previous page				
A	<b><u>BUFFET SET UP (BREAKFAST STATION)</u></b> Customised breakfast station with 2 burner low pressure cooker, single well fryer, smooth grill, 1/9 gn condiments with stainless steel plate station below, all in wooden counter with mild steel chasis and stainless steel scarting.	Item	1		
B	<b><u>DIRTY DROP STATION</u></b> 1500 x 600 x 860mm Stainless steel dirty'd drop cupboard with 2 chutes and swing doors	No	1		
C	<b><u>Stainless steel general purpose trolley</u></b> 800 x 600 x 860mm Stainless steel general purpose trolley with: -Solid shelf of 1.2mm -Tube legs -Tube handle(50mm Diameter) -Brake castor wheels <b><u>ADDITIONAL ITEMS</u></b>	No	1		
D	Stainless steel wire whisk	No	2		
E	Victorinox Parisian scoop	No	3		
F	Victorinox Fibrox Kitchen Carving / Boning Knife	No	3		
G	Victorinox 26cm Pastry Knife	No	5		
H	The Victorinox Swiss Army Chef's Knife	No	10		
I	Heavy-Duty diameter 360 x 360mm Stainless Steel Stock Pot with Cover; constructed of 20 gauge 18/8 stainless steel with a heavy-duty, 3-ply bottom consisting of two layers of stainless steel surrounding a 5mm thick aluminum core and two reinforced stainless steel handles.	No	2		
J	Stainless steel frying pan, 320 x 50 made of 5.5 mm fully encapsulated aluminium thermic base. Interior and exterior in 'fine satin' finish. To be suitable for use with gas, electric, ceramic, induction and dishwasher.	No	2		
K	CASSEROLE 280 x 160mm with super thick encapsulate bottom suitable for induction cooker and all other kinds of cooking stove including gas stove, electric hot plate, halogen, glass ceramic. Satin Finish inside & outside with a tight fitting lid.	No	2		
	<b>Total Carried Forward to Next Page</b>				

Item	Description	Units	Qty	Rates (Kshs.)	Costs (Kshs)
	Balance brought forward from previous page				
A	CASSEROLE 240 x 140mm made of stainless steel. Sanding Polished with a single handle.	No	4		
B	CASSEROLE 280 x 160mm made of stainless steel. Sanding Polished with a single handle.	No	2		
B	CASSEROLE 240 x 80mm; Overall stainless steel. Sanding Polished with a single handle.	No	5		
C	Stainless steel frying pan, size diameter 240 x 50mm made of 5.5 mm fully encapsulated aluminium thermic base. Interior and exterior in 'fine satin' finish and suitable for use with gas, electric, ceramic, induction and dishwasher.	No	5		
D	CASSEROLE 280 x 90mm made of stainless steel. Sanding Polished with a single handle.	No	2		
E	Flexible blade used to mix, spread and lift material including foods.	No	2		
F	Cleaver 3	No	1		
G	Ninth Size Food Pan Stainless Steel Food Pan-100 mm	No	5		
H	Third Size Food PanStainless Steel Food Pan - 100 mm	No	10		
I	Half Size Food Pan - 100 mm	No	20		
J	Half Size Food+G284 Pan - 100 mm	No	20		
K	Clear Portable Acrylic Display Stand of size 236 x 138 x 95mm and made of durable lightweight acrylic. It shall be easy to assemble and disassemble.	No	2		
L	Clear Portable Acrylic Display Stand; Versatile,modular and portable of diameter 236 x 170mm high; and made of durable lightweight acrylic. It shall be easy to assemble and disassemble.	No	2		
M	530 x 325 x 200mm, Food Pan Clear GN1/1 26 litres	No	1		
N	530 x 325 x 150mm Food Pan Clear GN1/1 19.5 litres	No	4		
O	530 x 325 x 100mmFood Pan Clear GN1/1 13 litres	No	8		
<b>Total Carried Forward to Next Page</b>					

Item	Description	Units	Qty	Rates (Kshs.)	Costs (Kshs)
	Balance brought forward from previous page				
A	50litres High quality Slim Step Dust bin by Rubbermaid featuring discreet and quiet lids, easy-to-use foot pedal and attractive designs.	No	6		
B	Wall Mounted Retractable Hose Reel	No	1		
C	Oblong Chaffing Dish Oblong Chaffing Dish with; -Roll Top Lid and Stainless steel Legs -High grade stainless steel body. - Auto breaking to prevent slamming. --Removable lid making it easy to clean. -Handles keeps cool to prevent burns Entire chafer to be repairable. To have Fuel cup holders. have a water recycling system allows for less refilling of water pan.	No	6		
D	Professional Induction Cooker 542 x 461 x 329mm Professional Induction Cooker with Stainless steel body. it shall have the following feaqtures: -10 Levels power output setting: 400→ 800 → 1000 → 1300 → 1600 →1800 → 2000 → 2200 → 3000 → 3500* Watt. Levels temperature setting 60 - 240 °C with a default temperature setting of 60 degrees. -Timer 0 - 120 minutes, default Timer: 0 minutes, - LED display, touch control. -Multiple self-protection. -Multiple auto detections - Auto swith off.	No	2		
E	Casserole high; 7 Litres and of size diameter 240 x 150mm	No	2		
F	Casserole high; 4 Litres and of size diameter 200 x 130mm	No	2		
G	Casserole high; 11 Litres and of size diameter 280 x 170mm	No	2		
H	Stock pot with Mirror finish; 50 liters and of size diameter 400 x 400mm	No	2		
I	Chinese Colander made of stainless steel and of size diameter 200mm	No	2		
<b>Total Carried Forward to Next Page</b>					

Item	Description	Units	Qty	Rates (Kshs.)	Costs (Kshs)
A	<p>Balance brought forward from previous page</p> <p>Heavy Duty Big Stix Blender</p> <p>203 x 139 x 812mm heavy duty big stix blender complete with attachment; Capacity 100 Ltr Shaft Length 406mm. Material: stainless steel blade and Shaft with rubber grip. Power input 0.65kw, 2.8A. Voltage 230V. Weight 3.86kg. Variable speed switch (5000 to 18000rpm). 50Hz/60Hz dual frequency motor with easily removable shaft.</p>	No	1		
B	<p>Double Feed Conveyor Toaster</p> <p>483 x 406 x 420mm double feed compact conveyor toaster featuring a space-saving design, energy-saving stand-by function and cool-touch panels. A heavy duty construction and large 2" opening for thick slices of bread and bagels. A brushed stainless steel construction with a fixed stainless steel bread slide, a removable stainless steel bread catcher and robust legs to ensure stability and safety. Product features. Output 1,000 slices/hr. Power Type 2.7kW, 11.7A. Voltage 230V. Weight 12.9kg. 2 top &amp; 2 bottom elements. Removable crumb tray. Variable speed control. Heat up time 5m. Speed control and energy-saving standby functions. Cool-touch side panels. Lightweight and portable with thermo-insulated carrying handles</p> <p><b><u>LPG Gas Connection</u></b></p>	No	1		
C	<p>2800 x 330 x 1400mm Central island cooker spine with gas connecting manifolds, Rego second stage regulator, copper pipes and associated fittings, gas ball cocks, power column. The distance between the cooking Island and the gas storage cylinder is approximately 15m.</p> <p>LPG Gas Cylinders</p> <p><b><u>Kitchen Ventilation</u></b></p>	Item	1		
D	<p>Kitchen hood</p> <p>3600 x 1800 x 600mm Stainless steel island type box shaped. Bolted panel design complete with slopping filter housing with double sided V shaped slopping filter housing, frame to have perforation for deoiling, body frame to have oil collecting channel and plugged holes for working and draining. Recessed spot lights complete box mounted on painted ms frame, top end clad with GI sheeting, suitable sized cut out for duct connection, 4 or 6 nos corner brackets for mounting on ceiling or side walls.</p>	No	1		
<b>Total Carried Forward to Next Page</b>					

Item	Description	Units	Qty	Rates (Kshs.)	Costs (Kshs)
A	Balance brought forward from previous page Island type hood Fire suppression system <b>4500X2200mm fire suppression system as "CEASEFIRE KITCHEN SAFE - ULTRA SERIES" or equal and approved complete with:</b> <b>1. Supply &amp; Actuation unit</b> , Stainless steel Cylinder, welded, SS 304 grade. Suitable for 19 Bar working pressure and hydrotested on 35 Bar pressure. Cylinder consists with PVC dip-tube and strainer. Capacity – 11.5, 15.6 Litres or 25 Liters <b>2. Detection System</b> - Detection system for automatic operation of the system including Heat Sensing tube and necessary fittings along with fixture.				
B	Stainless steel grease filters 500 x 500mm Stainless steel grease filters with S shape fire retardant channels in heavy duty construction with drip	No	20		
C	Centrifugal Fan Centrifugal double exhaust fan in box casing with motor coupled to the fan wheel (forward shovels) through pulleys and belts. Structural shape aluminium frame, zinc-plate panel with noise reduction and flame proof lining. CONSTRUCTION; The hopper consists of a structure of extruded profiles of oxidized aluminum P30 or P40 and nylon corner with glass fiber. FAN; The centrifugal fan double inlet is constructed robust galvanized hot : 3 kW; 1400 RPM; 3 phase connection.	No	1		
D	Duct Work Galvanized mild steel ductwork 1.2mm (SWG 18) thick complete with bends, transformation pieces, hangers, supports, sleeves, flexible connections, etc.	Sm	22		
E	Stainless steel floor trap 400 x 200mm Stainless steel floor trap with reverse angle frames, Stainless steel cover and fish tail for flooring.	No	4		
F	Stainless steel floor trap 200 x 200mm Stainless steel floor trap with reverse angle frames, Stainless steel cover and fish tail for flooring.	No	4		
G	FAN MOUNTING ACCESSORIES				
i)	Anti Vibration mounting, 1 set of 4	set	1		
ii)	Base plate with fasteners	item	1		
iii)	Metal coupling with bird cage	item	1		
iii)	Anti vibration canvas coupling	item	1		
iii)	Electrical wiring, starter switch and isolator wiring.	item	1		
H	<b>Testing and Commissioning</b> Allow for testing and commissioning of Kitchen equipment Installation	set	1		
	<b>Total For Kitchen Equipment Installation</b>				



Item	Description	Units	Qty	Rates (Kshs.)	Costs (Kshs)
	<b>BIIL No. 3: CIVIL WORKS</b>				
A	Half wall 900mm high, 150 mm supportin the glass, Aluminium partitioning	SM	12		
B	Aluminium Partitioning	SM	25		
C	Double swing doors with Pannels on each leaf filled with 6mm thick clear glass	No.	2		
D	Cold prep half wall 1900mm high with kitchen tiles	SM	18		
E	Vegetable prep half wall 1200mm high with kitchen tiles	SM	5		
F	Hatch in wash up area	Sum	1		
G	Tiding up the cabro flooring	Sum	1		
H	Internal Painting: Full height wall with emulsion "crown" or equal and approved paint	SM	50		
I	Ceiling for the dry store	SM	25		
J	900 x 2100mm Metallic finished door	No.	2		
	<b>POTATO PEELING AREA</b>				
K	Painting : New walls for potato peeling area with emulsion "crown" or equal and approved paint	SM	25		
L	900 x 2100mm Metallic finished door	No.	1		
M	Celling for potato peeling area	SM	13		
	<b>FLOOR TILES</b>				
N	New floor tiles; Approved High quality, non slip floor tiles fitted with manufacturers recommended adhesive/ cement and groundted in matching cement.	SM	25		
O	Testing and Commissioning Allow for testing and commissioning of civil works equipment Installation	item	1		
	<b>Total For Civil Works Installation Carried Forward to Summary Page</b>				

Item	Description	Units	Qty	Rates (Kshs.)	Costs (Kshs)
	<b>BILL No. 4: ELECTRICALS AND PLUMBING INSTALLATIONS</b> <b><u>ELECTRICALS INSTALLATIONS</u></b> <b>The electrical items shall be as "Schneider Electric" or equal and approved.</b>				
A	Sub surface conduit, wire terminals, socket switch 13 A	item	15		
B	Sub surface conduit, wire terminals, socket switch 15 A	item	4		
C	Sub surface conduit, wire terminals, socket switch 3 PH - 32 A	item	4		
D	Sub surface conduit, wire terminals, socket switch 3 PH - 63 A	item	1		
E	125 Amps Distribution Board (DB) Switch	No	24		
F	20/32 Amp Circuit breaker 1PH	No	20		
G	32/63A Circuit breaker 3 PH	No	5		
H	Sealed 4ft flourescent tube lighting wired in 2x1.5mm copper wires in coduits including the switch and accessories as Osram or Approved equivalent	No	3		
	<b><u>PLUMBING INSTALLATIONS</u></b>				
I	Sub surface PPR Pipe 3/4" with bends, shrendel 1/2" outlet complete with associated accessories	No	15		
J	1/2" Angle valves	No	12		
K	Drain point with 62/75/100 diameter	No	10		
L	Drain fittings for the sinks	No	10		
M	Testing and Commissioning Allow for testing and commissioning of Electrical and Plumbing Installation	item	1		
	<b>Total for Electrical and Plumbing Installation Carried Forward to Summary Page</b>				

**PRICE SUMMARY OF PAGE**

<b>Item</b>	<b>Description</b>	<b>Cost Kshs</b>
<b>A</b>	Total for Bill No. 1-Preliminaries and General Conditions (page E-4).....	
<b>B</b>	Total for Bill No. 2 - Kitchen Equipment Installation .....	
<b>C</b>	Total for Bill No. 3 - Civil Works Installation .....	
<b>D</b>	Total for Bill No. 4 - Electrical and Plumbing Installation .....	
<b>E</b>	Sub-total.....	
<b>F</b>	Allow for Contingency sum to be used at the direction of the Engineer...	1,000,000.00
<b>G</b>	Allow for Factory Inspection as per Part II - Special Conditions of Contract item	3,000,000.00
<b>I</b>	TOTAL AMOUNT CARRIED FORWARD TO FORM OF TENDER	

Amount in words:.....

.....

Tenderer's Name and Stamp .....

Sub contract period .....

Signature: .....

Date .....

PIN NO. ....

VAT CERTIFICATE.....

Witness: .....

Address .....

Signature: .....

Date .....

## SCHEDULE OF UNIT RATES

1. *The tenderer shall fill in unit rates in Kenya shillings for items called for in this specification as listed in this schedule.*
2. *The tenderer shall also fill in unit rates in Kenya shillings for all other items listed in this schedule but not called for in this specification.*

ITEM	DESCRIPTION	UNIT	RATE (KSHS)
1	Electric, Knife sharpener as Hobart		
2	½ Ton gas tank		
3	1.0 Ton LPG gas tank		
4	20L electric driven pastry mixing machine		
5	Electric meat saw		
6	Stainless steel wheel dust-bin with 4 No. castors, 75mm of diameter 400 x 600mm high		
7	20mm diameter schedule 40 pipe.		
8	15mm diameter schedule 40 pipe		
9	6-Burner electric cooking range		
10	4-Burner electric cooking range		

# **SECTION F**

## **TECHNICAL SCHEDULE OF ITEMS TO BE SUPPLIED**

## **CONTENTS**

<u>CLAUSE No.</u>	<u>PAGE</u>
1. GENERAL NOTES TO THE TENDERER.....	F-1
2. TECHNICAL SCHEDULE.....	F-2

## GENERAL NOTES TO THE TENDERER

- a) These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply where applicable.
- b) Tenderers must indicate on the specifications sheets whether the goods offered comply with each specified requirement.
- c) Where applicable, all dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- d) The tenderers are requested to present information along with their offers as follows:
- e) Completion of the technical schedules shall not relieve the contractor from complying with the requirements of the specification except as may be approved by the Engineer.

## TECHNICAL SCHEDULES

ITEM No.	Description	Manufacturer	Country of origin	Particulars: Type of Material and Gauge, Grade & Power Input
A	Knee operated hand wash basin			
B	Stainless steel bogey trolley			
C	Potato peeling machine			
D	Boiling Pan			
E	Rational Oven			
F	Non-Tilting Boiling Pan			
G	Electric double basket deep fat fryer			
H	Open double basket deep fat fryer			
I	3 Burner gas stock pot stove			
J	6 Burner L.P. gas cooking range with oven			
K	Smooth hot plate gas griddle			
L	Grooved hot plate gas griddle			
M	meat mincing machine			
N	Cold room Refrigeration Unit			
O	Puf Panel and Accessories			
P	Door with Accessories			
Q	Spiral Mixer			
R	Rational Oven			
S	Conveyor dishwasher			
T	Pre-Rinse Shower			
U	Tea Urns			
V	2 Door undercounter chiller			
W	Anodized Bone Saw			
X	Insectocutor			
Y	Proofer			
Z	Plate Slicer			
A1	Bakery machinery			
B1	Contact grill			
C1	Commercial microwave oven			
D1	Walk Inn freezer Room			
E1	Buffet Counter station			



## **SECTION G:**

### **STANDARD FORMS**

**NOTE:**

**ALL FORMS IN THIS SECTION MUST BE FILLED AS THEY SHALL BE PART OF THE  
EVALUATION CRITERIA**

## **STANDARD FORMS**

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## **PERFORMANCE BANK GUARANTEE**

**To:**

The Clerk of the Senate/The Secretary,  
The Parliamentary Service Commission  
P. O. Box 41842,  
NAIROBI.

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 recognized bank for the sum specified therein as security for  
compliance with his obligations in accordance with the Contract;

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of  
the Contractor, up to a total of:

Kshs. .... (*amount of Guarantee in figures*)

Kenya Shillings .....

.....(*amount of Guarantee in words*),

and we undertake to pay you, upon your first written demand and without cavil or argument, any  
sum or sums within the limits of Kenya Shillings .....

..... (*amount of Guarantee in words*) as aforesaid without  
your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR .....

Name of Bank .....

Address

.....Date .....

## **TENDER QUESTIONNAIRE**

Please fill in block letters.

1. Full names of Tenderer:

.....

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

.....

3. Telephone number (s) of Tenderer:

.....

4. Telex/Fax Address of Tenderer:

.....

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

.....

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

.....

.....

\_\_\_\_\_  
Signature of Tenderer

## **CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

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

### ***Part 1 – General***

Business Name .....

Location of business premises: Country/Town.....

Plot No..... Street/Road .....

Postal Address..... Tel No.....

Nature of Business.....

Current Trade Licence No..... Expiring date.....

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

Name of your bankers.....

Branch.....

### ***Part 2 (a) – Sole Proprietor***

Your name in full..... Age.....

Nationality..... Country of Origin.....

Citizenship details .....

### ***Part 2 (b) – Partnership***

*Give details of partners as follows:*

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

**Part 2(c) – Registered Company**

Private or Public .....

State the nominal and issued capita of the company:

Nominal KShs. ....

Issued KShs. ....

Give details of all directors as follows:

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

**Part 2(d) Interest in the Firm:**

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

I certify that the above information is correct.

.....  
Title

.....  
Signature

.....  
Date

\* *Attach proof of citizenship*

## ***Form of Contract Agreement***

This Agreement, made the [day] day of [month], [year] between [name and address of Procuring Entity] (hereinafter called "the Procuring Entity") and [name and address of Contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Procuring Entity is desirous that the Contractor execute [name and identification number of contract] (hereinafter called "the Works") with the objectives of [insert functional objectives of the works] and the Procuring Entity has accepted the Tender by the Contractor for the execution and completion of such works and the remedying of any defects therein in the sum of [contract price in words and figures] (hereinafter called "Contract Price").

### **NOW THIS AGREEMENT WITNESSES 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, and they shall be deemed to form and be read and construed as part of this Agreement;
2. In consideration of the payments to be made by the Procuring Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Entity to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract;
3. The Procuring Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein 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 \_\_\_\_\_

In the presence of: \_\_\_\_\_

Tendering Signature of Procuring Entity \_\_\_\_\_

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

**KEY PERSONNEL**

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

ITEM	NAME	PROPOSED POSITION	YEARS OF EXPERIENCE (GENERAL)	YEARS OF EXPERIENCE IN PROPOSED POSITION
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

I certify that the above information is correct.

.....  
Title

.....  
Signature

.....  
Date



## **CONTRACTS COMPLETED IN THE LAST FIVE (5) YEARS**

Work performed on works of a similar nature and volume over the last five years.

<b><u>PROJECT NAME</u></b>	<b><u>NAME OF CLIENT</u></b>	<b>TYPE OF WORK AND YEAR OF COMPLETION</b>	<b>VALUE OF CONTRACT (Kshs.)</b>

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

.....  
Title

.....  
Signature

Date

## **SCHEDULE OF ON-GOING PROJECTS**

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

<b><u>PROJECT NAME</u></b>	<b><u>NAME OF CLIENT</u></b>	<b>CONTRACT SUM</b>	<b>% COMPLETE</b>	<b>COMPLETION DATE</b>

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

.....  
Title

.....  
Signature

.....  
Date

## FINANCIAL REPORTS FOR THE LAST THREE YEARS

(Balance sheets, Profits and Loss Statements, Auditor's reports, etc.

List below and attach copies)

1. \_\_\_\_\_.
2. \_\_\_\_\_.
3. \_\_\_\_\_.
4. \_\_\_\_\_.
5. \_\_\_\_\_.
6. \_\_\_\_\_.
7. \_\_\_\_\_.
8. \_\_\_\_\_.
9. \_\_\_\_\_.
10. \_\_\_\_\_.

EVIDENCE OF FINANCIAL RESOURCES TO MEET QUALIFICATION REQUIREMENTS  
(Cash in Hand, Lines of credit, e.t.c. List below and attach copies of supportive documents.)

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

NAME, ADDRESS AND TELEPHONE, TELEX AND FACSIMILE OF BANKS

**(This should be for banks that may provide reference if contacted by the employer)**

NAME	ADDRESS	TELEPHONE	TELEX	FACSIMILE

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 .\_\_\_\_\_.

## SCHEDULE OF CONTRACTORS EQUIPMENT AND TRANSPORT

ITEM	SERIAL No./ REGISTRATION NUMBER	DESCRIPTION (MAKE AND AGE (Years))	CONDITION (New, good, poor) and number available	OWNED, LEASED (From whom?), or to be purchased (From whom?)