LOT 1: VOL. 5
TENDER FOR LIFT INSTALLATION AT
PROPOSED ADMINISTRATION BLOCK
FOR MAMA NGINA UNIVERSITY
COLLEGE, GATUNDU

CLOSING DATE: FRIDAY 15TH FEBRUARY, 2019 at 10:00am
KENYATTA UNIVERSITY

PROPOSED ADMINISTRATION BLOCK AND LECTURE THEATRE AT MAMA NGINA UNIVERSITY COLLEGE,
GATUNDU

LOT 1 - ADMINISTRATION BLOCK
(VOL. 5- LIFT INSTALLATION WORKS)

BILLS OF QUANTITIES

EMPLOYER
KENYATTA UNIVERSITY
P.O. BOX 43844-00100
NAIROBI.

ARCHITECT
UNIVERSITY ARCHITECTS
P.O. Box 43844-00100
NAIROBI.

PROJECT MANAGER
KENYATTA UNIVERSITY
P.O. Box 43844-00100
NAIROBI.

QUANTITY SURVEYOR
UNIVERSITY QUANTITY SURVEYORS
P.O. Box 43844-00100
NAIROBI.

STRUCTURAL & CIVIL ENGINEER
UNIVERSITY STRUCTURAL ENGINEER
P.O. Box 43844-00100
NAIROBI.

ELECTRICAL ENGINEER
UNIVERSITY ELECTRICALENGINEER
P.O. Box 43844-00100,
NAIROBI.

MECHANICAL ENGINEER
UNIVERSITY MECHANICAL ENGINEER
P.O. Box 43844-00100
NAIROBI.

JANUARY 2019
SPECIFICATIONS AND BILLS OF QUANTITIES
FOR THE
PROPOSED ADMINISTRATION BLOCK AND LECTURE THEATRE AT MAMA
NGINA UNIVERSITY COLLEGE, GATUNDU

Supplied as part of the Contract for Proposed Administration Block and Lecture Theatre at
Mama Ngina University College, Gatundu

ISSUED BY: -
Messrs. Kenyatta University
P.O. Box 43844-00100,
NAIROBI.

PREPARED BY: -
Messrs. Kenyatta University
P. O. Box 43844-00100
NAIROBI.

The Contract for the above mentioned works entered into on the............................... day of
........................................ 2019 by the undersigned parties refers to these Specifications and
Bills of Quantities and the Ministry of Public Works General Specifications dated March,
1976 (together with any amendments issued thereto) shall be read and construed as part of the
said Contract.

EMPLOYER

CONTRACTOR

MESSRS. KENYATTA UNIVERSITY

SIGNATURE...................................

DATE ........................................

The contractor is required to check the numbers of the pages of these Bills of Quantities and
should he find any missing or in duplicate, or figures indistinct he must inform the Project
Manager, Kenyatta University.

Should the contractor be in doubt about the precise meaning of any item or figure for any
reason whatsoever, he must inform the Project Manager to enable the correct meaning the be
decided before the date for submission of tenders.

No liability will be admitted nor claim allowed in respect of errors in the Contractors’ Tender
due to mistakes in the Specifications which should have been rectified in the manner
described above.
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SECTION I

INVITATION FOR TENDERS

TENDER REF. NO: KU/TNDR/W/046/LI-MNUC/2018-2019

TENDER NAME: TENDER FOR LIFT INSTALLATION WORKS AT PROPOSED ADMINISTRATION BLOCK FOR MAMA NGINA UNIVERSITY COLLEGE, GATUNDU

1.1 **Kenyatta University** invites sealed tenders from eligible tenderers for the Lift Installation Works at Proposed Administration Block for Mama Ngina University College, Gatundu qualified and licensed by National Construction Authority in category NCA 6 and above in electrical engineering services.

1.2 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of **Ksh.1,000/= (One thousand shillings only)** which should deposited in:-
Bank Name: National Bank of Kenya
Branch: Ruiru
Account Name: Kenyatta University
Account Number: 010035915080

Please bring your banking slip to Kenyatta University (Finance – Cash Office) for an official receipt thereafter you can collect the tender documents from Procurement Department.

1.3 **Alternatively**, Tender documents can be downloaded free of charge from our website [www.ku.ac.ke](http://www.ku.ac.ke) or click on the link [http://www.ku.ac.ke/index.php/about-ku/procurement](http://www.ku.ac.ke/index.php/about-ku/procurement) OR [http://www.tenders.go.ke](http://www.tenders.go.ke) link to GOK tenders websites free of charge.

However candidates who choose to download the documents must notify the Procurement Office immediately for record purposes by email: procurement@ku.ac.ke

1.4 Prices quoted should be net, inclusive of all taxes, and must be in Kenya Shillings and shall remain valid for 90 days from the closing date of the tender.

1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at (**Kenyatta University – Procurement Department Reception**) or be addressed to (**Kenyatta University P.O. Box 43844 – 00100 G.P.O Nairobi**) so as to be received on or before **Friday 15th February, 2019 at 10:00am**

1.6 Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at (**Kenyatta University - Boardroom**).

1.7 Site visit is on **05th and 11th February 2019 at 10.00 AM**. Attendance register will be signed by all representatives. The Site is located adjacent to Mutomo Primary School near Gatundu Town, Gatundu South Constituency, Kiambu County, Kenya.


SECTION II

INSTRUCTIONS TO TENDERERS

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INSTRUCTIONS TO TENDERERS

1. 1. General/Eligibility/Qualifications/Joint venture/Cost of tendering

1.1 This Invitation to tender is open to all tenderers with NCA 6 certificate and above in electrical engineering.

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

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

1.4 In the event that pre-qualification of potential tenderers has been undertaken, only tenders from pre-qualified tenderers will be considered for award of Contract. These qualified tenderers should submit with their tenders any information updating their original pre-qualification applications or, alternatively, confirm in their tenders that the originally submitted pre-qualification information remains essentially correct as of the date of tender submission.

1.5 Where no pre-qualification of potential tenderers has been done, all tenderers shall include the following information and documents with their tenders, unless otherwise stated:

(a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the tender to commit the tenderer:

(b) total monetary value of construction work performed for each of the last five years:

(c) experience in works of a similar nature and size for each of the last five years, and details of work under way or contractually committed; and names and addresses of clients who may be contacted for further information on these contracts;

(d) major items of construction equipment proposed to carry out the Contract and an undertaking that they will be available for the Contract.
(e) qualifications and experience of key site management and technical personnel proposed for the Contract and an undertaking that they shall be available for the Contract.

(f) reports on the financial standing of the tenderer, such as profit and loss statements and auditor’s reports for the past five years;

(g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);

(h) authority to seek references from the tenderer’s bankers;

(i) information regarding any litigation, current or during the last five years, in which the tenderer is involved, the parties concerned and disputed amount; and

(j) proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price.

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

(a) the tender shall include all the information listed in clause 1.5 above for each joint venture partner;

(b) the tender shall be signed so as to be legally binding on all partners;

(c) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

(d) one of the partners will be nominated as being in charge, authorised to incur liabilities, and receive instructions for and on behalf of all partners of the joint venture; and

(e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

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

(a) annual volume of construction work of at least 2.5 times the estimated annual cashflow for the Contract;

(b) experience as main contractor in the construction of at least two works of a nature and complexity equivalent to the Works over the last 10 years (to comply with this requirement, works cited should be at least 70 percent complete);
(d) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed as required for the Works;

(e) a Contract manager with at least five years’ experience in works of an equivalent nature and volume, including no less than three years as Manager; and

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

1.8 The figures for each of the partners of a joint venture shall be added together to determine the tenderer’s compliance with the minimum qualifying criteria of clause 1.7 (a) and (e); however, for a joint venture to qualify, each of its partners must meet at least 25 percent of minimum criteria 1.7 (a), (b) and (e) for an individual tenderer, and the partner in charge at least 40 percent of those minimum criteria. Failure to comply with this requirement will result in rejection of the joint venture’s tender. Subcontractors’ experience and resources will not be taken into account in determining the tenderer’s compliance with the qualifying criteria, unless otherwise stated.

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

1.10 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.

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

1.12 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

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

1.14 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.
2. Tender Documents

2.1 The complete set of tender documents comprises the documents listed here below and any addenda issued in accordance with clause 2.4 here below:-

(a) These Instructions to Tenderers
(b) Form of Tender and Qualification Information
(c) Conditions of Contract
(d) Appendix to Conditions of Contract
(e) Specifications
(f) Drawings
(g) Bills of Quantities
(h) Forms of Securities

2.2 The Tenderer shall examine all instructions, forms and specifications in the tender documents. Failure to furnish all information required by the tender documents may result in rejection of his tender.

2.3 Prospective Tenderer making inquiries of the tendering documents may notify Kenyatta University in writing or by cable, telex or facsimile at the address indicated in the letter of invitation to tender. Kenyatta University will respond to any request for clarification received earlier than seven [7] days prior to the deadline for submission of tenders. Copies of the response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.

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

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

3. Preparation of Tenders

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

3.2 The tender submitted by the Tenderer shall comprise the following:-

(a) The Tender;

(b) Tender Security, shall be either in form of;
   i. a bank guarantee;
ii. a guarantee by a licensed insurance company in Kenya as provided by the Authority;
iii. a letter of credit;

(c) Priced Bill of Quantities/Schedule of Rates for lump-sum Contracts
(d) Any other materials required to be completed and submitted by Tenderers.

3.3 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities/Schedule of Rates. Items for which no rate or price is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities/Schedule of Rates. All duties, taxes and other levies payable by the Contractor under the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the Tenderer.

3.4 The rates and prices quoted by the Tenderer shall not be subject to any adjustment during the performance of the Contract.

3.5 The unit rates and prices shall be in Kenya Shillings.

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

3.7 The tenderer shall furnish, as part of the tender, a Tender Security in the amount and form specified in the appendix to invitation to tenderers. This shall be in the amount not exceeding 2 percent of the tender price.

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

3.9 Any tender not accompanied by an acceptable Tender Security shall be rejected. The Tender Security of a joint venture must define as “Tenderer” all joint venture partners and list them in the following manner: a joint venture consisting of”………..”, “………..”, and “………..”. 11
3.10 The Tender Securities of unsuccessful tenderers will be returned within 28 days of the end of the tender validity period specified in Clause 3.6.

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

3.12 The Tender Security may be forfeited

(a) if the tenderer withdraws the tender after tender opening during the period of tender validity;

(b) if the tenderer does not accept the correction of the tender price, pursuant to Clause 5.7;

(c) in the case of a successful tenderer, if the tenderer fails within the specified time limit to

(i) sign the Agreement, or

(ii) furnish the required Performance Security.

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

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

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

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

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

3.18 The tender security shall be in the amount of 1% of the tender price.

4. Submission of Tenders

4.1 The tenderer shall seal the original and all copies of the tender in two inner envelopes and one outer envelope, duly marking the inner envelopes as “ORIGINAL” and “COPY” as appropriate. The inner and outer envelopes shall:

(a) be addressed to Kenyatta University at the address provided in the invitation to tender;
(b) bear the name and identification number of the Contract as defined in the invitation to tender; and
(c) Provide a warning not to open before Friday 15th February, 2019 at 10:00am

4.2 Tenders shall be delivered to Kenyatta University at the address specified above not later than Friday 15th February, 2019 at 10 am. However, the Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Sub-Clause 2.5 in which case all rights and obligations of the Employer and the tenderers previously subject to the original deadline will then be subject to the new deadline.

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

4.4 Tenderers may modify or withdraw their tenders by giving notice in writing before the deadline prescribed in clause 4.2. Each tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with clause 3.13 and 4.1, with the outer and inner envelopes additionally marked “MODIFICATION” and “WITHDRAWAL”, as appropriate. No tender may be modified after the deadline for submission of tenders.
4.5 Withdrawal of a tender between the deadline for submission of tenders and the expiration of the period of tender validity specified in the invitation to tender or as extended pursuant to Clause 3.6 may result in the forfeiture of the Tender Security pursuant to Clause 3.11.

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

5. **Tender Opening and Evaluation**

5.1 The tenders will be opened by the Employer, including modifications made pursuant to Clause 4.4, in the presence of the tenderers’ representatives who choose to attend at the time and in the place specified in the invitation to tender. Envelopes marked “WITHDRAWAL” shall be opened and read out first. Tenderers’ and Employer’s representatives who are present during the opening shall sign a register evidencing their attendance.

5.2 The tenderers’ names, the tender prices, the total amount of each tender and of any alternative tender (if alternatives have been requested or permitted), any discounts, tender modifications and withdrawals, the presence or absence of Tender Security, and such other details as may be considered appropriate, will be announced by the Employer at the opening. Minutes of the tender opening, including the information disclosed to those present will be prepared by the Employer.

5.3 Information relating to the examination, clarification, evaluation, and comparison of tenders and recommendations for the award of Contract shall not be disclosed to tenderers or any other persons not officially concerned with such process until the award to the successful tenderer has been announced. Any effort by a tenderer to influence the Employer’s officials, processing of tenders or award decisions may result in the rejection of his tender.

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

5.5 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender (a) meets the eligibility criteria defined in Clause 1.7; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the tendering documents. A substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tendering documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality,
or performance of the works; (b) which limits in any substantial way, inconsistent with the tendering documents, the Employer’s rights or the tenderer’s obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders.

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

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

(a) where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.

(c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities, the amount as stated in the Form of Tender shall prevail.

(d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the corrected Builder’s Work (i.e. Corrected tender sum less P.C. and Provisional Sums)

(e) The Error Correction Factor shall be applied to all Builder’s Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.

(f) the amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and, with concurrence of the tenderer, shall be considered as binding upon the tenderer. If the tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security may be forfeited in accordance with clause 3.11.

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

5.9 In evaluating the 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 5.7;
(b) excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including Dayworks where priced competitively.

(c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with clause 3.12; and

(d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with clause 4.6

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

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

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

6. **Award of Contract**

6.1 Subject to Clause 6.2, the award of the Contract will be made to the tenderer whose tender has been determined to be substantially responsive to the tendering documents and who has offered the lowest evaluated tender price, provided that such tenderer has been determined to be:

(a) eligible in accordance with the provision of Clauses 1.2, and

(b) qualified in accordance with the provisions of clause 1.7 and 1.8.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.15 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
6.16 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

7. Corrupt and fraudulent practices

7.1 Kenyatta University requires that the tenderer observes the highest standard of ethics during the procurement process and execution of the contract. A tenderer shall sign a declaration that he has not and will not be involved in corrupt and fraudulent practices.

7.2 Kenyatta University will reject a tender if it determines that the tenderer recommended for award has engaged in corrupt and fraudulent practices in competing for the contract in question.

7.3 Further a tenderer who is found to have indulged in corrupt and fraudulent practices risks being debarred from participating in public procurement in Kenya.
Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

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<tr>
<th>INSTRUCTIONS TO TENDERERS REFERENCE</th>
<th>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</th>
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</thead>
<tbody>
<tr>
<td>Eligible Tenderers</td>
<td>Open to tenderers with NCA 6 certificate and above in Electrical Engineering Services.</td>
</tr>
<tr>
<td>Tender Security</td>
<td>1% of total tender price</td>
</tr>
<tr>
<td>Format and Signing of Tender</td>
<td>All Required documents must be arranged chronologically as listed in the evaluation criteria and clearly marked</td>
</tr>
<tr>
<td>Closing Date</td>
<td>Friday 15th February 2019 at 10:00am</td>
</tr>
<tr>
<td>Site Visit</td>
<td>Tuesday 05th February, 2019 10:00 a.m., and Monday 11th February, 2019 at 10.00 am-to assemble at the site given on page 5</td>
</tr>
<tr>
<td>Tender validity</td>
<td>90 days</td>
</tr>
<tr>
<td>Tender Name</td>
<td>Tender for Lift Installation works at Proposed Administration Block for Mama Ngina University College-Gatundu.</td>
</tr>
</tbody>
</table>
EVALUATION CRITERIA FOR LIFT INSTALLATION WORKS AT PROPOSED ADMINISTRATION WORKS AT MAMA NGINA UNIVERSITY COLLEGE, GATUNDU-LOT 1: VOL 5.

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<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>SCORE</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td><strong>MANDATORY REQUIREMENTS</strong></td>
<td></td>
</tr>
<tr>
<td>i.</td>
<td>Provide copy of Company Registration Certificate/ certificate of incorporation.</td>
<td>√</td>
</tr>
<tr>
<td>ii.</td>
<td>Bid Bond of 1% of tender sum from a commercial bank or insurance company approved by PPOA and valid for 120 days from date of tender opening.</td>
<td>√</td>
</tr>
<tr>
<td>iii.</td>
<td>Provide copy of Valid Tax Compliance certificate</td>
<td>√</td>
</tr>
<tr>
<td>iv.</td>
<td>Provide certificate of registration with National Construction Authority in category NCA 6 and above in Electrical engineering services.</td>
<td>√</td>
</tr>
<tr>
<td>v.</td>
<td>Provide copy of valid trade/business license</td>
<td>√</td>
</tr>
<tr>
<td>vi.</td>
<td>Bid document to be submitted in two copies clearly marked “Original” and “Copy”</td>
<td>√</td>
</tr>
<tr>
<td>vii.</td>
<td>Submission of valid CR12 form showing the list of directors and shareholding.</td>
<td>√</td>
</tr>
<tr>
<td>viii.</td>
<td>Certified Audited financial report for the last three (3) years 2014-2015, 2015-2016 and 2016-2017</td>
<td>√</td>
</tr>
<tr>
<td>ix.</td>
<td>Dully filled and signed tender questionnaire</td>
<td>√</td>
</tr>
<tr>
<td>x.</td>
<td>Dully filled and signed Confidential business questionnaire</td>
<td>√</td>
</tr>
<tr>
<td>xi.</td>
<td>Current and valid annual contractors practicing license from NCA.</td>
<td>√</td>
</tr>
<tr>
<td>xii.</td>
<td>Copy of current certificate for electrical contractor class B for the company</td>
<td>√</td>
</tr>
<tr>
<td>B</td>
<td><strong>GENERAL, FINANCIAL AND TECHNICAL REQUIREMENTS</strong></td>
<td></td>
</tr>
<tr>
<td>I</td>
<td><strong>FINANCIAL REQUIREMENTS</strong></td>
<td></td>
</tr>
<tr>
<td>a)</td>
<td>Accumulated volume of business. Provide proof of performing/undertaking similar works (Lift installation works) for the last four years. Attach contracts and the relevant certificate of completion/invoices and any other relevant document for the last 4 years. These information to be presented in the manner shown on page 22</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Above Kshs 20 million........................................15 marks</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Below Kshs. 20m and above Ksh. 10 million..............10 marks</td>
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<tr>
<td></td>
<td>- Below Kshs.10 million and above Ksh.5 million...........5 marks</td>
<td></td>
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<tr>
<td></td>
<td>- Below Ksh 5 million...........................................0 mark</td>
<td></td>
</tr>
<tr>
<td>b)</td>
<td>Financial Capability (As supported by Audited Accounts for the last three (3) years 2014-2015, 2015-2016 and 2016-2017.</td>
<td>15</td>
</tr>
</tbody>
</table>
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| Current ratio above 2.0…………………………………(15) |
| Current ratio below 2.0 and above 1.5……………….. (10) |
| Current ratio below 1.5 and above 1. (5) |
| Current ratio below 1…………………………………..(0) |

2 GENERAL REQUIREMENTS

a) Attach four letters of recommendation from referees two of whom must be current customers within 2016-2018.
- Four letters – (1Mark for each letter) 5

3 TECHNICAL REQUIREMENTS

a) Provide detailed proposal of key technical members for the proposed project, copies and CV of the proposed team, Enclose certificates. At least Five (5) years’ experience in the position
- Project Manager (Minimum qualification is degree in mechanical engineering field) – 9 points.
- Site Agent (Minimum qualification is diploma in related engineering field) – 7 points.
- Supervisor (Minimum qualification is diploma in related engineering field) – 6 points.
- Foreman (Minimum qualification is certificate in related engineering field) – 3 points. 25

4 Pagination of the whole document 5

5 Document Presentation
- Tape bound only
- Table of content
- Separators 5

TOTAL 70

NB:
1. Bidders must meet all the mandatory requirements to qualify for general and technical evaluation
2. To qualify for price evaluation, the bidder must score a minimum of 70 %
3. The bidder quoting the lowest price having attained 70% technical score shall be recommended for contract award.
   - Award will be to the lowest evaluated bidder, but no bidder will be awarded more than one volume in both lot one and lot two.
   - Any bidder winning more than one volume in lot one and lot two, only the volume with the highest amount will be awarded. Other volumes will be awarded to the second evaluated
4. Any information provided by the bidder may be verified by the University. If information is found to be false, the company will be disqualified.
5. Site visit dates will be on Tuesday 05th February, 2019 at 10.00 am and Monday 11th February 2019 at 10.00 am.
6. List the equipment to be used in this project in the table provided below:

7. The Site is located adjacent to Mutomo Primary School near Gatundu Town, 
   Gatundu South Constituency, Kiambu County, Kenya

### Accumulated volume of business.

<table>
<thead>
<tr>
<th>No.</th>
<th>Name of the client</th>
<th>Contract Name</th>
<th>Certificate of Completion</th>
<th>Other Relevant Documents</th>
<th>Tender sum</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

### On-going projects

<table>
<thead>
<tr>
<th>No.</th>
<th>Name of the client</th>
<th>Contract Name/Letter of award</th>
<th>Stage of Completion</th>
<th>Tender sum</th>
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</thead>
<tbody>
<tr>
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</tbody>
</table>

### LIST OF EQUIPMENT

<table>
<thead>
<tr>
<th>NO.</th>
<th>LIST OF EQUIPMENT OWNED</th>
<th>LIST OF EQUIPMENT HIRED</th>
</tr>
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<tbody>
<tr>
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</tbody>
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PARTICULAR SPECIFICATION

FOR

LITFS INSTALLATION
# PARTICULAR SPECIFICATION FOR LIFT INSTALLATION

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<tr>
<td>h</td>
<td>Fire Master switch</td>
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PARTICULAR SPECIFICATION FOR LIFT INSTALLATION

1. SCOPE OF THE SUB-CONTRACT WORKS

The Sub-Contract shall comprise of manufacture, supply, delivery, assembly, erection, testing, commissioning and setting to work of 1 No. passenger lifts, in the proposed Administration Block for Mama Ngina University College, Gatundu.

The Sub-Contractor shall include for all Equipment and Appliances not particularly called for in this Specification or in the Contract Drawings but are necessary for the completion and satisfactory function of the Contract Works.

2. PARTICULAR SPECIFICATION FOR THE 1 NO. LIFTS

   a) Number of lifts - 1
   b) Type - Electric passenger lift
   c) Load - 11 passengers (825kg)
   d) Rated Speed - 1.2 M/S
   e) Travel - Ground floor to third floor
   f) Number of stops - 4
   g) Number of openings - 4 in line
   h) Power supply - 415 volts, 3phase 50Hz
   i) Shaft dimensions - 2400mm wide x 2000mm depth

2.1 CONTROL FOR THE LIFT

The lifts Sub-Contractor shall provide a full micro-processor based lift control system. Its controller housed within a sheet steel purpose made cabinet. The cabinet shall be designed for access via lockable door.

The cabinet shall be ventilated via louvers in the doors. These shall have dust proof filters provided to ensure only clean air enters the cabinets.

A fan shall be incorporated with the cabinet to ensure good air circulation. The cabinets shall be spray finished in the manufacturer’s standard colours. Micro-processor and input-output cards shall be rack mounted and self-locking through insertion. Short circuit, over temperature, phase failure and rope slippage detection shall be included.

The controller shall have full collective group operation and independent service.

The system shall be capable of learning building traffic pattern throughout the day and use this knowledge within the call allocation calculation to ensure optimum service at all times.

The system shall have a self-diagnostic facility to speed fault location.
2.2 **CAR AND LANDING FIXTURES**

The lift Sub-Contractor shall include car and landing fixtures which comply with the following specifications:

a) **Car Operating panel**

A car operating panel shall be located on one side of the car door. The panel shall be housed in a metal case fitted with stainless steel cover plate mounted flush with the car wall panel. The panel shall incorporate:

(i) A series of touch to operate buttons utilizing solid state electronics.
(ii) Alarm button.
(iii) Key switches to control car lights exhaust fan and independent service.

b) **Car Position and Direction Indicators**

A multi-light car position and direction indicator housed in a metal case shall be mounted in each car door header and shall be fitted with a stainless steel cover plate.

c) **Hall Position Indicator**

A multi-light hall position indicator housed in a metal case fitted with an overlapping stainless steel cover plate shall be mounted over each landing entrance at the ground floor lobby.

d) **Hall Lanterns**

An audible car arrival indicator shall be fitted adjacent to each lift landing entrance, other than ground floor together with an illuminated direction indicator of moulded translucent plastic mounted on an overlapping stainless steel cover plate which shall be recessed in the concrete wall leaving a 6mm gap between the cover plate and the wall.

e) **Landing Call Stations**

(i) A unit containing ‘UP’ and ‘DOWN’ buttons shall be provided on all landings between the lift openings except at the bottom and top landings where only ‘UP’ and ‘DOWN’ direction buttons shall be provided respectively.
2.3 CAR SUPER STRUCTURE AND OPERATION

a) Door Operating System

The car doors shall be driven by a D.C. motor mounted on a frame above the lift car. The motor shall provide high speed operation of the doors. Similar operation of the doors shall be achieved through double linkage arrangement driving both car door panels directly with harmonic motion. Passenger protection shall be provided by the use of an electric proximity detector mounted on the landing edge of the car doors. This will provide a three dimensional zone of detection of an object within the zone shall cause the doors to immediately open. The car doors shall have electrical contact to prevent the lift car from moving unless the car door is closed.

The landing door panels should be coupled to the car door panels by a retractable door lock cam which shall hold the panels’ security during the complete door motion.

An electro-mechanical type tested interlock should be provided, fitted on the landing door and operated by the door lock cam on the lift car to prevent movement of the lift car until the landing door is both mechanically and electrically locked.

b) Construction

In general, the car shall be constructed from pressed sheet steel. The method of construction and strength of lift cars and door panels shall comply with B.S. 2655, Part 1 1970 and the current amendments.

c) Finish

The entrance shall be the same width as the outside landing but the front and the panels shall be of stainless steel. The walls shall be Formica and the rear wall shall be full size mirror. The ceiling shall be a silver grill to the selection of the Engineer. The floor shall vinyl tiles of size, colour and pattern approved by the Engineer.

d) 150mm high 18 gauge satin finish stainless steel skirting shall be provided around the inside perimeter of the car.

e) A substantial continuous stainless steel handrail to the approval of the Engineer shall be provided at a height of 975mm on all sides of each car except on the car operating panel side.

f) Ventilation

Ventilation shall be adequate, indirect and free from draughts.
An exhaust fan shall be provided which shall have sleeve bearings and be quiet in operation.

Approved fan isolating switches shall be installed for maintenance purpose and on the car operation panel.

Ventilation openings in the car itself, particularly in the upper portion shall not render the exhaust fan ineffective in providing forced ventilation of the car.

g) **Car Interior Lighting**

This requires two fluorescent fittings of reasonable lengths fitted behind the ceiling at the top as may be approved by the Architect. Also required is a mains battery operational emergency fitting.

2.4 **LANDING DOORS AND ARCHITRAVES**

a) The doors shall be two high speed centre opening and shall have at least half an hour fire resistance. Copies of a [fire test certificate](#) shall be submitted to the Engineer for approval prior to the installation of the doors.

The door width shall be 1100mm and the height shall be 2000mm. The doors shall be fabricated from pressed sheet steel, rust-protective painted. A suitable lining shall be used to avoid metallic ring. All joints shall be reinforced to take hangars, closers, hooks etc. The doors shall be fitted with rubber bumpers at the back to avoid banging on the door frame when the door is fully open.

Frames shall combine cabinet jambs and strips, sill track, hanger, housing and smooth running of doors. Non-slip treads shall be provided on threshold and adjustable rubber bumpers shall be provided where necessary. The sills shall have a metallic self-cleaning groove to receive the door guides. Rubbing between guides and sill groove shall be a minimum to ensure smooth and quite operation.

b) **Architraves**

The architraves shall be fabricated from pressed sheet steel, rust-protective painted, pressed to shape, welded and made integral to suit the full wall thickness and shall be subject to approval by the Engineer.

2.5 **SUPERVISORY PANEL**

A supervisory panel shall be provided at the main lobby on the ground floor and at the security control room incorporating the following features:

a) A floor indicator
b) Fire brigade control station

2.6 **EMERGENCY CONTROL**
The lift shall be operational on the maintained supply after the remaining two lifts have evacuated the passengers.

2.7 **FIRE MASTER SWITCH**

The fire master’s switch, located at the ground floor shall with engagement return the lift to the ground floor, without opening or stopping during the return-trip. Each cabin shall be equipped with the ‘Fire Control’ keyhole to leave it to the Fire Brigade to choose the lift accordingly. The keys for the Fire Brigade Control shall be mounted next to the lift entrance at ground floor, behind a glass box.
GENERAL SPECIFICATIONS FOR
LIFT INSTALLATION

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<td>13.</td>
<td>Tests.......................................................</td>
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</tbody>
</table>
Regulations

This specification covers the requirements of passenger lift installations in Kenya.

All apparatus and materials supplied and works carried out shall comply with the provisions of the following documents:

(b) The Kenya Power & Lighting Co. Ltd.’s Bye-laws.
(c) The Electric Power Act and the Rules made there under.
(d) B.S. 2655 (1970) and C.P. 407 (1972).
(e) The requirements of the Chief Inspector of Factories for the Kenya Government, Cap 914 SECTION 30.
(f) Any other regulation governing lift installations in Kenya.

1. Work by Others

The following work will be carried out free of charge by the Main Contractor for the Lift Sub-Contractor:

A) Lift Shafts

(i) Provision of shafts with landing door openings.

(ii) Cut-outs for hall buttons, hall position indicators, hall lanterns, and fire man’s switch enclosures as shown on the tender drawings.

(iii) Provision of scaffolding necessary for the erection of the equipment.

(iv) Provision of a temporarily electricity supply for erection and shaft lighting and a permanent supply to an appropriate isolator supplied by the Lift Sub-Contractor.

The Lift Sub-Contractor shall clearly indicate his requirements either on Contract Drawings or in a separate letter and shall ensure that such requirements are provided during construction.

(B) Lift Pit

(i) The provision of water proof lift pits as shown on the tender drawings. However, it will be the lift Sub-Contractor’s responsibility to provide and fix ladders where such facility may be required as stipulated in B.S. 2655, and terminal and over travel limit switches.
(C) **Lift Motor Room**

Provision of the following in the lift motor room:

(i) Cut-outs for roping, safety gear rope, selector tape (where provided) cabling etc. in the lift motor room floor.

(ii) Building in of floor conduit or cable ducts. However, the conduits and duct are to be supplied by the lift Sub-Contractor.

(iii) Lifting beam in the form of a rolled steel joist if required.

(iv) General lighting and power and ventilation equipment to the Lift Sub-Contractor’s requirements as stated at the time of tender.

(D) **Access**

Provision of stairway access with lockable doors to the lift motor room. On the outer side of the door shall be written in red letter—“DANGER 415 VOLTS – LIFT MOTOR ROOM – NO UNAUTHORISED PERSON ALLOWED INSIDE.”

(E) **Builder’s Work**

(i) All chasing, cutting away and making good. However, the Lift sub-Contractor shall mark out in advance and be responsible for the accuracy of sizes and positions of all holes and chases required.

(ii) The Sub-Contractor shall drill and plug holes in floors, walls, ceilings and roofs for securing services, and equipment requiring screw or bolt fixing.

(iii) Any purpose made fixing brackets shall not constitute Builder’s work and shall be provided and installed by the Lift Sub-Contractor.

2. **Fireman’s Switch for the Lift**

A fireman’s control switch shall be provided in the ground floor, main entrance lobby in both the tower and banking wing lifts. The fireman’s switch shall be of the type approved by the Architect.

Operation of the fireman’s switch shall stop all the two lift cars on the next landing but without opening the car and landing doors and immediately return them to the ground floor irrespective of any other calls and park them with doors open. All the cars will then become inoperative in answer to the car buttons until only the fireman’s switch is reset.
3. **Emergency Alarm System**

An emergency alarm system in the form of an intercom shall be installed between the car, the motor room (for case of tower lifts) and security control room in basement floor and reception desk on ground floor.

The alarm system shall be clearly labeled ‘Emergency Alarm’. On pushing an alarm button, the system should ring simultaneously in the car, caretaker’s flat, motor room and the Supervisory Board fixed near the reception desk.

The wiring in the lift cars shall be carried out by the lift Sub-Contractor. The power supply for the system shall be derived from a self-recharging battery unit.

4. **Lift Pit Access**

As per provision of Section 2 (B) (i), the Lift Sub-Contractor shall provide a suitable mild steel cat ladder from the bottom landing served to the floor level of each separate lift pit, in accordance with B.S. 2655.

5. **Lift Shaft**

Each lift shaft shall be totally enclosed and constructed in reinforced concrete. The lift Sub-Contractor must provide sufficient shaft drawings, showing all holes, pockets, fixing devices etc. To be cast in the shaft wall and showing all cutting and patching for installation of landing doors and frames.

The lift Sub-Contractor must provide all fixing devise etc. To be cast in the shaft wall and showing all cutting and patching for installations of landing doors and frames.

The lift Sub-Contractor must provide all fixing devices to be cast into structural parts. It shall be the responsibility of the Lift Sub-Contractor to ensure that such devices are cast into the structural or otherwise fixed in the right positions and the proper manner. The shafts shall be painted by the Main Contractor.

6. **Lift Motor Room**

The walls of the lift motor room shall be painted internally by the Main Contractor with two coats of white emulsion paint and he will also finish the floor with a hardened cement screed after the Lift Sub-contractor has installed all conduits, trunking and equipments.

The lift motor room will be mechanically ventilated by others to the Lift sub-Contractor’s requirements which shall have been declared at the time of tendering.

7. **Emergency Door Keys**
It shall be possible to open every lift landing door by the use of a release key whether or not the lift car is in the landing zone. The key hole shall be unobtrusive and located at high level.

8. **Call Station and Operating Panel Buttons**

The call station, distributed between the lifts on each landing, and operating panel buttons shall be Electronic touch button.

9. **Interference Suppression**

Lift motors and ancillary controls shall be suppressed so as not to interfere with local radio and television reception and closed circuit television or electro medical equipment within the building. The suppression shall be carried out in accordance with B.S. 800, and all suppression devices incorporated shall comply with B.S. 2655.

10. **Protection Pads**

The Lift sub-contractor shall supply one set of protective quilted cover pads to approval for one lift each in the tower and banking wing.

11. **Car Emergency Lighting**

Each passenger car shall be provided with an emergency light fitting operating form a self-recharging battery unit.
INFORMATION TO BE SUPPLIED BY TENDERER

The tenderer shall fill in the following information pertaining to the lift being offered at the time of tendering:

(i) Type of Drive Motor and Power Rating: -…………………………….kW

(ii) Manufacturer & Country of Origin: -...........................................................................

(iii) Power Consumption at Full Load: -.............................................................................kW

(iv) Starting Current: -……………………......................................Amps

(v) Running Current: -……………………......................................Amps

(vi) Duration of Starting Current: -……………………......................................sec.

(vii) Lift Capacity: -……………………......................................Passengers/Kg

(viii) Lift Speed: -……………………......................................m/s

(ix) Landing Doors Type and Operation:-.............................................................................

(x) Landing Doors Safety Features:................................................................................

(xi) Dimensions of Motor Room: -.........................................................................................mm

(xii) Dimensions of Lift Shaft: -.........................................................................................mm

(xiii) Headroom Required at the Last Top Travel: -................................................................mm

(xiv) Depth of Lift Pit:-.........................................................................................mm

(xv) Clear Structural Openings Required at Landings:-..............................................................mm

(xvi) Any Other Structural/Electrical Provisions Required:..........................................................

(xvii) Delivery period of lift materials to site: .........................weeks

35
(xviii) Period for installation: ............................................................... weeks.
BILLS OF QUANTITIES

PRICE SCHEDULES

(a) Preliminaries

Sub-contractor’s preliminaries are as per those described in Section C: Sub-contract Preliminaries and General Conditions of Contract. The preliminaries form part of this contract and together with the Price Schedules 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 sub-contractor shall study the conditions and make provision to cover their cost in this Schedule. 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. Where the sub-contractor fails to insert his price in any item he shall be deemed to have made adequate provision for this on various items in the Price Schedules.

(b) Price Schedules

(i) The brief description of the items in these Schedules should in no way modify or supersede the detailed descriptions in the contract drawings, conditions of contract and specifications.

(ii) The unit of measurements and observations are as those described in Clause 1.0.5 of Section C.

(c) Summary of Prices

The summary contains tabulation of the separate parts of the Bills of Quantities carried forward with provisional sums, contingencies and any prime cost sums included. The sub-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.
SPECIAL NOTES ON PRICING OF THE BILLS OF QUANTITIES

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

2. The prices quoted shall be deemed to include for all obligations under the sub-contract including but not limited to supply of materials, labour, delivery to site, storage on site, installation, testing, commissioning and all taxes (including 16% VAT and 3% withholding tax). In accordance with Government policy, the 16% VAT shall be deducted from all payments made to the tenderer, and the same shall be forwarded to the Kenya Revenue Authority.

3. All prices omitted from any item, section or part of the Price Schedules shall be deemed to have been included in another item, section or part.

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

5. Should the sub-contractor install any material not specified herein before receiving written approval from the Architect or Engineer, the sub-contractor shall remove the material in question and, at his own cost, install the proper material.

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

7. Tenderers must enclose, together with their submitted tenders, detailed coloured manufacturer’s brochures detailing technical literature and specifications on all the equipment they intend to offer.

STATEMENT OF COMPLIANCE

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

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

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

Date: ………………………………

Official Rubber Stamp: …………………………………………………

………………………………………………
<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT</th>
<th>RATE</th>
<th>KSHS</th>
<th>CTS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>SCHEDULE NO. 1</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Preliminaries and Conditions of Contract</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.01</td>
<td>Bond Clause 1.15</td>
<td></td>
<td>Item</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.02</td>
<td>Insurance Company fees Clause 1.18</td>
<td></td>
<td>Item</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.03</td>
<td>Storage of materials Clause 1.41</td>
<td></td>
<td>Item</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.04</td>
<td>Initial maintenance Clause 1.42</td>
<td></td>
<td>Item</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.05</td>
<td>Local and other Authorities notices and fees</td>
<td></td>
<td>Item</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.06</td>
<td>Temporary Works</td>
<td></td>
<td>Item</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL FOR SCHEDULE 1 CARRIED FORWARD TO SUMMARY PAGE

39
<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>KSHS.</th>
<th>CTS</th>
</tr>
</thead>
</table>
| 2.00  | **SCHEDULE NO. 2**  
\* ONE Passenger Lifts for Proposed MAMA NGINA UNIVERSITY,  
\* Price for all imported lift materials (C&F value) delivered to site excluding Marine Insurance for a single lift |       |     |
| 2.01  | Marine Insurance for a single lift                                           |       |     |
| 2.02  | Price for Import Duty on all imported materials                             |       |     |
| 2.03  | Price for VAT on all imported materials                                     |       |     |
| 2.04  | Cost of Marine Insurance on all imported materials                          |       |     |
| 2.05  | Price for installation, testing and commissioning the lifts inclusive of all taxes payable |       |     |
| 2.06  | Price for one year preventive maintenance/ servicing of the lift            |       |     |
| 2.07  | Price for all other costs necessary for execution of the lift installation as described (these **must** be itemized and separately priced individually here below as a global amount without a breakdown will not be accepted) |       |     |

**TOTAL FOR THE LIFT**

**TOTAL FOR 1 NO. LIFTS CARRIED FORWARD TO SUMMARY PAGE**
<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>KSHS.</th>
<th>CTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Total for Schedule No. 1: Preliminaries</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Total for Schedule No. 2: 1 No. Passenger Lifts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Allow a Contingency Sum of to be expended at the Clients discretion</td>
<td>1,000,000</td>
<td>00</td>
</tr>
</tbody>
</table>

**NAME, ADDRESS AND STAMP OF TENDERER:**

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

**SIGNATURE:** ........................................  **DATE:**.................................

**TOTAL CARRIED TO FORM OF TENDER**
MANUFACTURE’S AUTHORIZATION FORM

To: The Vice Chancellor,
Kenyatta University,
P. O Box 43844-00100,
Nairobi.

SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF PASSENGER LIFT INSTALLATION FOR THE PROPOSED ADMINISTRATION BLOCK AT MAMA NGINA UNIVERSITY

WHEREAS ________________ who are official producers of 
Passenger Lifts and having production facilities at ________________ do hereby authorize ________________ located at ________________ (hereinafter called “the Bidder”) to submit a bid and subsequently negotiate and sign a contract with you for sale of the following products manufactured by us, for the quantities, specifications and delivery schedule called for by the supply requirements associated with the above invitation for Bids.

We hereby extend to you a full guarantee and warranty in accordance with the Tender Documents and with our own standard product warranty, and duly authorize the Bidder to action on our behalf in fulfilling all warranty obligations with respect to the above-listed products offered for resale by the Bidder in relation to this invitation for Bids.

We also certify that the Bidder is qualified by us to provide the subsequent maintenance, technical or help desk support, new version upgrade and/or other services related to the above listed products.

Name: _____________________________________________________________________ in the capacity of 

Signed:

___________________________________________________________________________________

Duly authorized to sign the authorization for and on behalf of:

___________________________________________________________________________________

Dated on _________________________________ day of ____________________ 2019

Note: This letter of authority must be on the letterhead of the Producer and must be signed by a person competent and having the power of attorney to bind the Producer
SECTION IV

STANDARD FORMS

List of Standard Forms

(i) Form of Invitation for Tenders
(ii) Form of Tender
(iii) Letter of Acceptance
(iv) Form of Agreement
(v) Form of Tender Security
(vi) Performance Bank Guarantee
(vii) Performance Bond
(viii) Qualification Information
(ix) Tender Questionnaire
(x) Confidential Business Questionnaire
(xi) Request for Review Form
I. FORM OF INVITATION FOR TENDERS

_______________________[date]

To: _______________________________ [name of Contractor]

_____________________________________[address]

Dear Sirs:

Reference:______________________________________________[Contract Name]

You have been prequalified to tender for the above project.

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

A complete set of tender documents may be purchased by you from ____

_____________________________________[mailing address, cable/telex/facsimile numbers].

Upon payment of a non-refundable fee of Kshs ____________________________

All tenders must be accompanied by ________________number of copies of the same and a tender security in the form and amount specified in the tendering documents, and must be delivered to

________________________________________

[address and location]

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

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

Yours faithfully,

_____________________________________ Authorised Signature

_____________________________________ Name and Title
II. FORM OF TENDER

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

__________________________ [Name of Contract]

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications and Bills of Quantities/Schedule of Rates for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of Kshs._____________________________ [Amount in figures] Kenya Shillings__________________________________________________________________ ___________________________ [Amount in words]

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

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

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

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

Dated this ________________ day of _______20________________

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

Witness; Name______________________________________

Address_________________________________________

Signature________________________________________

Date__________________________________________
III. LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: ____________________
    ____________________
    ____________________

RE: Tender No. ______________

Tender Name ______________

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

____________________________________________________

1. Please acknowledge receipt of this letter of notification signifying your acceptance.

2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS)________________________________

________________________________

SIGNED FOR ACCOUNTING OFFICER
IV. FORM OF AGREEMENT

THIS AGREEMENT, made the ___________ day of _______ 20_____

between___________________________of [or whose registered office is situated at]___________________________________(hereinafter called “the Employer”) of the one part
AND

________________________________________________________of[or whose registered office is situated at]_________________________________________(hereinafter called “the Contractor” ) of the other part.

WHEREAS THE Employer is desirous that the Contractor executes

________________________________________________________

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

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

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

   (i) Letter of Acceptance
   (ii) Form of Tender
   (iii) Conditions of Contract Part I
   (iv) Conditions of Contract Part II and Appendix to Conditions of Contract
   (v) Specifications
   (vi) Drawings
   (vii) Priced Bills of Quantities/Priced Schedule of Rates[whichever is applicable]
3. In consideration of the payments to be made by Kenyatta University to the Contractor as hereinafter mentioned, the Contractor hereby covenants with Kenyatta University to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. Kenyatta University hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

The common Seal of ____________________________________________________________

Was hereunto affixed in the presence of __________________________________________

Signed Sealed, and Delivered by the said __________________________________________

Binding Signature of Kenyatta University_________________________________________

Binding Signature of Contractor ________________________________________________

In the presence of (i) Name____________________________________________________

Address______________________________________________________________

Signature______________________________________________________________

[ii] Name ________________________________________________________________

Address______________________________________________________________

Signature______________________________________________________________
V. FORM OF TENDER SECURITY

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

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

THE CONDITIONS of this obligation are:

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

Or

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

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

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

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

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

___________________________  ______________________________
[signature of the Bank]  [date]

___________________________  ______________________________
[witness]  [seal]
VI. PERFORMANCE BANK GUARANTEE

To: _________________________ (Name of Employer) __________ (Date) __________ (Address of Employer)

Dear Sir,

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

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a 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 civil or argument, any sum or sums within the limits of Kenya Shillings ________________ (amount of Guarantee in words) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR ___________________

Name of Bank ______________________________________________

Address ________________________________________________

Date ________________________________________________
VII. PERFORMANCE BOND

By this Bond, We_____________________________
of (or whose registered office is situated at]______________________________________as Principal
(hereinafter called “the Contractor”) and
______________________________of[or whose registered office is
situated at]_______________________________________as Surety (hereinafter called “the
Surety”), are held and firmly bound unto_____________________________________of [or whose
registered office is situated at]___________________________________________
as Obligee (hereinafter called “the Employer”) in the amount of
Kshs.______________________________[amount of Bond in figures]Kenya
Shillings____________________________________________________________
[amount of Bond in words], for the payment of which sum well and truly, the Contractor and the Surety
bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS the Contractor
has entered into a Contract with the Employer dated the ________________
day of ______________ 20 ________________ for the execution
of____________________________________________
[name of Contract] in accordance with the Contract documents, Specifications and amendments thereto,
which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to
as the Contract.

NOW THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and
faithfully perform the said Contract (including any amendments thereto), then this obligation shall be
null and void; otherwise it shall remain in full force and effect. Whenever the Contractor shall be, and
declared by the Employer to be, in default under the Contract, the Employer having performed the
Employer’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

(1) complete the Contract in accordance with its terms and conditions; or

(2) obtain a tender or tenders from qualified tenderers for submission to the Employer for
completing the Contract in accordance with its terms and conditions, and upon determination by
the Employer and the Surety of the lowest responsive tenderer, arrange for a Contract between
such tenderer and Employer and make available as work progresses (even though there should be
a default or a succession of defaults under the Contract or Contracts of completion arranged
under this paragraph) sufficient funds to pay the cost of completion less the balance of the
Contract Price; but not exceeding, including other costs and damages for which the Surety may
be liable hereunder, the amount set forth in the first paragraph hereof.
The term “Balance of the Contract Price”, as used in this paragraph, shall mean the total amount payable by the Employer to the Contractor under the Contract, less the amount properly paid by the Employer to the Contractor; or

(3) Pay the Employer the amount required by the Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of issuance of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this ______________________________ day of ______________________________ 20__________

SIGNED ON __________________________ SIGNED ON __________________________

On behalf of ______________________________ On behalf of ______________________________

[name of Contractor] [name of Surety]

By ______________________________ By ______________________________

In the capacity of ______________________________ In the capacity of ______________________________

In the presence of; Name __________________________ In the presence of; Name ____________

Address________________________ Address__________________________

Signature________________________ Signature__________________________

Date________________________ Date__________________________
VIII. QUALIFICATION INFORMATION

1. Individual Tenderers or Individual Members of Joint Ventures

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

Place of registration: ______________________________
Principal place of business ______________________________
Power of attorney of signatory of tender ____________________

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

<table>
<thead>
<tr>
<th>Year</th>
<th>Volume</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Currency</th>
<th>Value</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Project name</th>
<th>Name of client and contact person</th>
<th>Type of work performed and year of Completion</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### 1.4 Major items of Contractor’s Equipment proposed for carrying out the Works. List all information requested below.

<table>
<thead>
<tr>
<th>Item of Equipment</th>
<th>Description, Make and age (years)</th>
<th>Condition(new, good, poor) and number available</th>
<th>Owned, leased (from whom?), or to be purchased (from whom?)</th>
</tr>
</thead>
<tbody>
<tr>
<td>__________________</td>
<td>__________________</td>
<td>____________________</td>
<td>________________________________</td>
</tr>
<tr>
<td>__________________</td>
<td>__________________</td>
<td>____________________</td>
<td>________________________________</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
<th>Years of experience (general)</th>
<th>Years of experience in proposed position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>__________________</td>
<td>__________________</td>
<td>__________________</td>
</tr>
<tr>
<td>__________________</td>
<td>__________________</td>
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<tr>
<td>__________________</td>
<td>__________________</td>
<td>__________________</td>
<td>__________________</td>
</tr>
</tbody>
</table>

(etc.)

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

________________________________________________________________________

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

____________________________________________________________

____________________________________________________________

_____________________________________________

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

__________________________________________________________________

__________________________________________________________________

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

____________________________________________________________

____________________________________________________________

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

2 Joint Ventures

2.0 The information listed in 1.1 – 2.0 above shall be provided for each partner of the joint venture.

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

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

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

  a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

  b) one of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; and

  c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge
IX. TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of tenderer…………………………………………………………………………………………

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

3. Telephone number (s) of tenderer…………………………………………………………………………

4. Telex address of tenderer……………………………………………………………………………………

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

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

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

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

______________________________________________

Signature of Tenderer

Make copy and deliver to:______________________(Name of Employer)
X. CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 – General

Business Name .............................................................................................................

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

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

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

Nature of Business...................................................................................................

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

Maximum value of business which you can handle at any time: K. pound.....................

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

Branch....................................................................................................................

Part 2 (a) – Sole Proprietor

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

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

*Citizenship details .................................................................................................
Part 2 (b) – Partnership

Give details of partners as follows:

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

Part 2(c) – Registered Company:

Private or public…………………………………………………………………….

State the nominal and issued capital of the Company:

Nominal Kshs……………………………………………………………………

Issued Kshs……………………………………………………………………

Give details of all directors as follows:

<table>
<thead>
<tr>
<th>Name in full</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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Part 2(d) – Interest in the Firm:

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

I certify that the information given above is correct.

………………………………………………………………………………………………

(Title) (Signature) (Date)

• Attach proof of citizenship
FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO…………….OF…………..20………

BETWEEN
…………………………………………….APPLICANT
AND
…………………………………………….RESPONDENT
(Procuring Entity)

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

REQUEST FOR REVIEW
I/We……………………………,the above named Applicant(s),
of address: Physical
dress; Physical
address…………….Fax
No…..Tel. No……Email ………….., hereby request the
Pubic Procurement Administrative Review
Board to review the whole/part of the above mentioned decision on the following grounds ,
namely:-
1.
2.
etc.
By this memorandum, the Applicant requests the Board for an order/orders that: -
1.
2.
etc
SIGNED …………….(Applicant)
Dated on…………..day of …………../…20…

FOR OFFICIAL USE ONLY
Administrative Review Board on …………. day
Lodged with the Secretary Public Procurement of
…………..20………..

SIGNED
Board Secretary