



JARAMOGI OGINGA ODINGA UNIVERSITY OF SCIENCE AND TECHNOLOGY

**TENDER NUMBER: JOOUST/ONT/044/2020-2021-PROVISION
OF SUBCONTRACT WORKS FOR ELECTRICAL
INSTALLATION**

**CLOSING DATE: TUESDAY, 10TH FEBRUARY 2021
AT 11:00 A.M**

ITEM**PAGE NO.**

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SECTION ONE

STANDARD FORMS

STANDARD FORMS

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i) FORM OF INVITATION FOR TENDERS

TENDER NUMBER: JOOUST/ON/044/2020-2021

TENDER NAME: PROPOSED JOOUST LIBRARY- SUBCONTRACT ELECTRICAL WORKS

Jaramogi Oginga Odinga University of Science and Technology wishes to invite bids from eligible Building Construction Companies registered by National Construction Authority in Class NCA 1 for the Proposed Electrical Works at JOOUST;

Item Description	TENDER NO.	Tender Closing Date	Bid Bond
The Proposed Library at JOOUST: Subcontract for Electrical Works	JOOUST/ONT/044/2020-2021	10TH FEBRUARY 2021	2% of the bid price

Soft copy of the tender documents can be downloaded for free from the University website www.jooust.ac.ke and on the Public Procurement Information Portal www.tenders.go.ke.

Bidders who choose to download the tender documents from the website should immediately email their name and contact details (cell phone number, e-mail and company name) to proc@jooust.ac.ke for further communication of any addendum thereafter.

Duly completed Tender Documents (**Original and Copy**) in plain sealed envelope with Tender Reference No. and clearly marked with Tender Name and Number and bearing no identification of the bidder's details **MUST** be placed inside the tender box in the administration block and should be addressed to:

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

so as to be received on or before 11.00 am of closing dates.

Opening will be on dates indicated above at a designated place which will allow for social distancing as guided by the Ministry of Health due to COVID-19 (at least 1.5m apart) in the presence of tenderers or their representatives who choose to attend. Late submissions will be rejected and returned unopened immediately at the tenderer's cost.

***The University reserves the right to reject any tender application in whole or part.
Canvassing will lead to automatic disqualification.***

ii) FORM OF TENDER

**TO: JARAMOGI OGINGA ODINGA UNIVERSITY OF SCIENCE
AND TECHNOLOGY
P.O. BOX 210-40601,
BONDO, KENYA**

PROVISION OF SUBCONTRACT WORKS FOR ELECTRICAL INSTALLATION

Dear Madam/Sir,

In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of Kshs.....*[Amount in figures]*

Kenya shillings.....
..... *[Amount in words]*

We undertake, if our tender is accepted, to commence the works as soon as is reasonably possible after the signing of the contract's notice, and to complete the whole of the works comprised in the Contract within**Weeks** as stated in the Appendix to Conditions of Contract.

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.

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.

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

Dated this _____ day of _____ 2021

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 ACCEPTANCE

**JARAMOGI OGINGA ODINGA UNIVERSITY OF SCIENCE AND TECHNOLOGY
P.O. BOX 210-40601,
BONDO, KENYA**

_____ (date)

To: _____
(Name of the Contractor)

P.O BOX
(Address of the Contractor)

Dear Sir,

This is to notify you that your Tender dated _____ for the
execution of **ELECTRICAL WORKS FOR JOOUST** for the Contract Price of Kshs.

_____ (amount in figures)

(Kenya Shillings) _____

_____ (amount in words)

in accordance with the Instructions to Tenderers is hereby accepted.

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

Authorized Signature

Name and Title of Signatory

VICE CHANCELLOR,
JOOUST
P.O BOX 210-40601
BONDO

iv) FORM OF SUB-CONTRACT AGREEMENT

THIS AGREEMENT made on the day
of.....2020.....
.....

BETWEEN.....
.....of P. O. Box
.....
.....

(hereinafter called the Main Contractor) on one part
and.....
.....

... of P. O. Box
.....

.....(Sub-Contractor on the other part) WHEREAS the employer is desirous that
certain works should be constructed.

Viz: Electrical Works in accordance with drawings and schedules for The Proposed JOOUST
Library, and has accepted a Tender by the Sub-Contractor for the Construction, completion and
maintenance of the Electrical Work Installations.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement word and expression shall have the same meaning as are respectively
assigned to them in the Conditions of Contract hereinafter referred to
2. The following documents shall be deemed to form and be read and constructed as part
of this Agreement, Viz:
 - (a) The Form of Tender
 - (b) The Drawings
 - (c) The Conditions of Contract
 - (d) The Specifications
 - (e) The Letter of acceptance
 - (f) Priced Bills of Quantities

All the aforesaid documents are hereinafter referred to as “The Contract Documents”.

3. In consideration of the payments to be made by the employer to the sub-Contractor
through the Main Contractor as hereinafter mentioned, the sub-contractor HEREBY

COVENANTS with the Main Contractor to construct, complete and maintain THE SUB-CONTRACT WORKS in conformity in all respects with the provisions of the contract.

4. The Main Contractor HEREBY COVENANTS to pay the sub-contractor in consideration of the execution, completion and maintenance of the works, the contract price at the times and in the manner prescribed by the contract.

IN WITNESS WHERE OF the parties have hereunto set their hands the day and year above written.

Signed for the on behalf of the said

MAIN
CONTRACTOR.....
.....

.....
.....

.....
.....

Signed for and on behalf of the said

SUB-CONTRACTOR
.....
.....

.....
.....

.....
.....

Name.....
.....
.....

In the presence of

Signature

.....
.....

Signature.....

.....

Name.....

.....

Name.....

.....

For.....

.....

For.....

.....

Datedday of

.....20.....

v) FORM OF TENDER SECURITY

WHEREAS (Hereinafter called “the Tenderer”) has submitted his tender dated for the construction of
..... (*Name of Contract*)

KNOW ALL PEOPLE by these presents that WE having our registered office at (Hereinafter called “the Bank or a reputable insurance company”), are bound unto (Hereinafter called “the Employer”) in the sum of Kshs (**to be 2.0% of bid sum**) for which payment well and truly to be made to the said Employer, the Bank or insurance company binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this Day of2021

THE CONDITIONS of this obligation are:

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

Or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

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

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

[date]

[signature of the Bank or insurance company]

[Witness]

[Seal]

vi) PERFORMANCE GUARANTEE

To: _____ (*Name of Main Contractor*) _____ (*Date*)

_____ (*Address of Main Contractor*)

Dear Sir,

WHEREAS _____ (hereinafter called "the Sub- Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute

_____ (hereinafter called "the Works");

AND WHEREAS it has been stipulated by the said Contract that the Sub Contractor shall furnish you with a Bank Guarantee by a recognized bank or a reputable insurance company 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 Sub Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Sub- Contractor, up to a total of Kshs. _____ (*amount of Guarantee in figures*)

Kenya Shillings _____ (*amount of Guarantee in words*), and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Kenya Shillings _____ (*amount of Guarantee in words*) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Sub 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 Sub 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) BANK GUARANTEE FOR ADVANCE PAYMENT

To: _____ (name of Main Contractor) _____
(Date) _____
_____ (address of Main Contractor)

Gentlemen,

Ref: **PROPOSED ELECTRICAL WORKS FOR JOOUST LIBRARY**

In accordance with the provisions of the Conditions of Contract of the above mentioned Contract, We, _____ (name and address of Sub Contractor) (hereinafter called "the Sub Contractor) shall deposit with _____ (name of Main Contractor) a bank guarantee to guarantee his proper and faithful performance under the said Contract in an amount of Kshs. _____ (amount of Guarantee in figures) Kenya Shillings _____ (amount of Guarantee in words).

We, _____ (bank), as instructed by the Sub Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ (name of Main Contractor) on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding Kshs. _____ (amount of Guarantee in figures) Kenya Shillings

(amount of Guarantee in words), such amount to be reduced periodically by the amounts recovered by you from the proceeds of the Contract.

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

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

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

Yours faithfully,
Signature and Seal _____

Name of the bank _____

Address _____

Date _____

Witness: Name: _____

Address: _____

Signature _____

Date _____

NOTE: ADVANCE PAYMENT IS NOT APPLICABLE

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

Year	Volume	
	Currency	Value

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.

Project name	Name of client and contact person	Type of work performed and year of completion	Value of Contract

- 1.4 Major items of Contractor's Equipment proposed for carrying out the Works. List all information requested below. Refer also to Clause 1.7 (c) of the Instructions to Tenderers.

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

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

Position	Name	Years of experience (general)	Years of experience in proposed position
Site Manager			

(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

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: Kenya shillings.
.....

Name of your bankers:.....

Branch:.....

Part 2 (a) – Sole Proprietor

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

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

Citizenship details:

Part 2 (b) – Partnership

Give details of partners as follows:

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

Part 2(c) – Registered Company:

Private or Public.....

State the nominal and issued capital of the company-

Nominal Kshs.....

Issued Kshs.....

Give details of all the directors as follows:

<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details*</i>	<i>Shares</i>
---------------------	--------------------	-----------------------------	---------------

1.		
2.		
3.		
4.		

Part 2 (d) – Interest in the Firm:

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

I certify that the above information is correct.

..... (<i>Title</i>)
(<i>Signature</i>)	(<i>Date</i>)	

INSTRUCTIONS TO TENDERERS

INSTRUCTIONS TO TENDERERS.

1. 1. General

- 1.1 The Employer as defined in the Appendix to Conditions of Contract invites tenders for The Works as described in the tender documents. The successful tenderer will be expected to complete the Works by the Intended Completion Date specified in the tender documents.
- 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 prequalification 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 1.4 above for each joint venture partner;
- (b) the tender shall be signed so as to be legally binding on all partners;
- (c) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- (d) one of the partners will be nominated as being in charge, authorized 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 1.5 times the estimated annual cash flow 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);

- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed as required for the Works;
 - (d) 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
 - (e) 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 1.6 (a) and (e); however, for a joint venture to qualify, each of its partners must meet at least 25 percent of minimum criteria 1.6 (a), (b) and (e) for an individual tenderer, and the partner in charge at least 40 percent of those minimum criteria. Failure to comply with this requirement will result in rejection of the joint venture's tender. Subcontractors' experience and resources will not be taken into account in determining the tenderer's compliance with the qualifying criteria, unless otherwise stated.
- 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 charged for the tender document shall not exceed Kshs. 1,000 (One Thousand).
- 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 below and any addenda issued in accordance with Clause 2.4.

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

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

2.3 A prospective tenderer requiring any clarification of the tendering documents may notify the Employer in writing or by cable, telex or facsimile at the address indicated in the letter of invitation to tender. The Employer will only respond to requests for clarification received earlier than seven days prior to the deadline for submission of tenders. Copies of the Employer's 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, the Employer may modify the tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing or by cable, telex or facsimile to all tenderers. Prospective tenderers shall acknowledge receipt of each addendum in writing to the Employer.

2.5 To give prospective tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer 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) These Instructions to Tenderers, Form of Tender, Conditions of Contract, Appendix to Conditions of Contract and Specifications;
 - (b) Tender Security;
 - (c) Priced Bill of Quantities ;
 - (d) Qualification Information Form and Documents;
 - (e) Alternative offers where invited; and
 - (f) Any other materials required to be completed and submitted by the tenderers.
- 3.3 The tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause relevant to the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the tenderer.
- 3.4 The rates and prices quoted by the tenderer shall only be subject to adjustment during the performance of the Contract if provided for in the Appendix to Conditions of Contract and provisions made in the Conditions of Contract.
- 3.5 The unit rates and prices shall be in Kenya Shillings.
- 3.6 Tenders shall remain valid for a period of 120 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 for the amount specified in the invitation to tender. This shall be in the form of a bank draft or a bank guarantee from an established and reputable bank approved by the Employer.
- 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 “.....”.

- 3.10 The Tender Securities of unsuccessful tenderers will be returned within 30 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.

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 “**COPIES**” as appropriate. The inner and outer envelopes shall:

- (a) be addressed to the Employer 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 the specified time and date for tender opening.

4.2 Tenders shall be delivered to the Employer at the address specified above not later than the time and date specified in the invitation to tender. 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 not 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, **ARITHMETIC ERRORS SHALL NOT BE CORRECTED.**
 - (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 not 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 not 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 not 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) Excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including Day works where priced competitively.

- 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, email, 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.
The notification of award will constitute the formation of the Contract, subject to the tenderer furnishing the Performance Security in accordance with Clause 6.6 and signing the Agreement in accordance with Clause 6.4.
- 6.4 The Agreement will incorporate all agreements between the Employer and the successful tenderer. It will be signed by the Procuring Entity and sent to the successful tenderer, within 30 days following the notification of award. Within 21 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 form of a Bank Guarantee, and shall be issued at the tenderer's option, by a reputable bank located in Kenya and acceptable to the Employer.
- 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 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 14 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 contracts price variations is allowed(upon approval), the variation shall not exceed 25% of the original contract price.**
- 6.13 Price variations 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 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 The procuring entity requires that tenderers observe the highest standards of ethics during procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt and fraudulent practices.

SECTION TWO: PRELIMINARIES

ITEM	DESCRIPTION	AMOUNT(Kshs)
	GENERAL CONDITIONS OF CONTRACT AND PRELIMINARIES	
	Definition of Terms	
	Throughout this document the following terms shall be interpreted	
1	EMPLOYER shall mean Jaramogi Oginga Odinga University of Science and Technology P.O BOX 210-40601 Bondo	
2	PROJECT MANAGERS/ shall mean AXONOMETRIC SYSTEMS ARCHITECTS P.O BOX 2358-40100, KISUMU	
4	QUANTITY SURVEYORS shall mean SONGA OGODA & ASSOCIATES P. O. Box 54584 - 00200, NAIROBI.	
5	SERVICES ENGINEERS shall mean PROFESSIONAL CONSULTANTS P.O.BOX 45972-00100, NAIROBI	
6	MAIN CONTRACTOR Shall mean the person or persons, partnership firm or company responsible for executing the works under the main contract.	
7	SUB-CONTRACTOR Shall mean the person or persons, partnership, firm or company whose tender for this work has been accepted with the Main Contractor of which this document is forming part, and shall include his or their legal personal representatives or successors.	
	Carried to Collection	

ITEM	DESCRIPTION	AMOUNT(Kshs)
8	WORKS AND SUB-CONTRACT WORKS Shall mean all or any portion of the work, materials and articles, whether the same are being manufactured or prepared which are to be used in the execution of this sub-contract and whether the same may be on site or not.	
9	TENDER DRAWINGS shall mean those drawings listed or referred to in and forming part of the sub-Contract documents	
10	CONTRACT DRAWINGS shall mean those drawings forming part of the subcontract works	
11	WORKSHOP DRAWINGS shall mean those drawings to be prepared by the sub-contractor as herein specified	
12	RECORD DRAWINGS Shall mean those drawings required to be prepared by the sub-contractor showing the "as installed" works	
13	APPROVED Shall mean approved in writing including subsequent written confirmation of previous verbal approval	
14	Words imparting the singular only shall also include the plural and vice-versa.	
	Carried to Collection	

ITEM	DESCRIPTION	AMOUNT(Kshs)
15	<p>SITE</p> <p>The site of the works is situated at Bondo, along Kisumu- Usenge Road. The Contractor is recommended to visit the site and he shall be deemed to have acquainted himself therewith as to the nature and position, means of access etc., and no claims will be allowed for travelling or other expenses which may be incurred by the Contractor in visiting the site and/or preparing the tender for the works.</p>	
16	<p>DESCRIPTION OF THE WORKS AND SCOPE OF CONTRACT.</p> <p>The works to be carried out involves supplying and fixing all electrical works to 16.1 the library and all that is necessary for the completion of the works as herein specified and delivering up clean and satisfactory in every sense of the complete works</p> <p>16.2 The sub contractor shall supply all labour, materials, tools instruments and all that is necessary to execute the works successfully and in satisfactory manner</p> <p>16.3 The sub contractor shall be responsible for carrying out the works to the reasonable satisfaction of the Architect as regards quality of materials and workmanship. The sub contract works must be carried out strictly in accordance with the specifications and drawings</p> <p>16.4 The subcontractor shall be responsible for and shall pay for all tests in order to comply with specifications and drawings.</p> <p>16.5 The site is strict in Terms of working space and time and as such the contractor should allow for any extra costs associated with working in such sites if applicable. No claims whatsoever will be allowed for with regards to this item.</p> <p>16.6 The premises will be partially occupied as the works progresses. The tenderer must in his pricing allow for the cost of transporting his resources and materials through mechanical hoist and or such means as will not inconvenience operations in the area</p>	
	Carried to Collection	

ITEM	DESCRIPTION	AMOUNT(Kshs)
17	SUBMISSION OF TENDERS	
17.1	Tenders shall be on a fixed priced basis for labour and materials. Fluctuations will only be allowed for changes in "duties" in accordance with Clause 35(1) of the Main Contract, Clause 35(2) to Clause 35(8) shall be deleted	
17.2	No payment will be allowed to the tenderers in respect of preparation of this tender	
17.3	Tenderers shall, before submitting their tenders, fully inform themselves of the nature and extent of the work by thorough examination of the sub contract documents. Negligence of the above will in no way relieve the sub-contractor from his obligations in respect of full execution of the contract	
17.4	Tenderers must satisfy themselves as to the source of supply, sufficiency of, and means of obtaining and delivering all materials, fuel power, labour and any other matters or things required for execution of the sub-contract works, and must examine and consider all other matters and all possible and probable contingencies including access to the site, and generally must obtain their own information on all matters affecting the construction, completion and maintenance of the sub contract works and of all matters which may influence them in preparing their tender.	
17.5	Tenderers may, should they so desire, submit a proposal employing alternative equipment. Any such alternative tender should be submitted in addition to the tender conforming to this specification	
17.6	Alternative equipment shall be capable of fulfilling the performance requirements of this specification and shall conform to the material and workmanship requirements herein	
17.7	An alternative tender shall set out clearly the manner in which it differs from the requirements of this specification. Should the tenderer propose to use a layout different from that shown on the contract drawings, he shall include all important clearance dimensions etc	
	Carried to Collection	

ITEM	DESCRIPTION	AMOUNT(Kshs)
17.8	No qualifying terms or conditions of sale by the tenderer will be accepted as part of the sub contract unless specifically allowed in writing as an amendment prior to signing of the sub contract Agreement	
20	FORM OF CONTRACT	
20.1	The successful tenderer will be required to enter into a sub-contract Agreement with the Main Contractor which shall be the current Agreement and Schedule of Conditions of Building sub-contracts published by the Kenya Associations of Building and Civil Engineering Contractors	
18	INFORMATION TO ACCOMPANY TENDERS	
	In addition to any information called for in this specification, each tender shall be accompanied by detailed description, preferably with illustrations, of the major item of equipment offered.	
19	QUESTION AND ADDENDA	
19.1	Tenderers shall consult the Quantity Surveyor in regard to any item in the tender which is not clearly understood.	
19.2	Request for clarification and notice of discrepancies or omission shall be brought to the Quantity Surveyors attention as quickly as possible and confirmed in writing	
19.3	The Quantity Surveyor will then issue written instructions in the form of Addenda. Neither the employer nor the Quantity Surveyor will be responsible for verbal instructions. The tenderers shall not contact the employer with respect to any questions concerning the tender	
	Carried to Collection	

ITEM	DESCRIPTION	AMOUNT(Kshs)
20	SUB CONTRACT DOCUMENTS	
20.1	The specification, the contract drawings the form of tender sand any such addenda issued during tendering are the documents upon which the sub contract will be based	
20.2	The drawings and specifications are to be read as a whole and are to explain each other. Work shown on the drawings and not described in the specification and vice versa is to be duly executed under the sub contract.	
21	INSURANCE	
21.1	Refer to form of contract but the subcontractor shall pay particular attention to the following	
21.2	The Main Contractor is responsible for insurance against fire and earthquake and fire following earthquake for the full value of the buildings, but the sub-contractor shall effect and maintain the following insurances as required by clauses 11, 12 & 13 of the main contract and shall allow for all costs thereof (i) Employers Liability (workman's compensation) (ii) Third party (Public Liability) for an indemnity of not less than Kshs. 1,000,000 for any one accident arising from the same event, and unlimited in aggregate	
21.3	The sub-contractor shall be bound to the Main Contractor in accordance with the provisions of the subcontract to the value of 10% of the sub contract sum, and shall allow for payment of all stamp charges in connection with the surety bond and Contract Agreement	
22	PROGRAMME Immediately after acceptance of his tender the subcontractor shall arrange a programme for the carrying out of his work with the Main Contractor and shall be ready to commence and continue with his work as required.	
	Carried to Collection	

ITEM	DESCRIPTION	AMOUNT(Kshs)
23	<p>DAMAGES FOR NON COMPLETION</p> <p>Under the Main Contract, the Main Contractor will be liable to the Employer for Liquidated and ascertained damages for delay beyond the contract period</p> <p>For the purpose of this subcontract, the sub-contractor will be held responsible to the main contractor for that portion of the aforesaid damages which are deemed to be directly attributed to the sub-contractor.</p>	
24	<p><u>ORDERING OF MATERIALS</u></p> <p>The sub-contractor shall order all materials immediately on being awarded the sub contract. No claim for increases caused by exchange rate fluctuations or supply of alternative materials will be entertained when resulting from delays in ordering</p>	
25	<p>QUALITY OF MATERIALS</p> <p>The quality of materials shall be as described in the specification</p>	
26	<p>ATTENDANCE BY THE MAIN CONTRACTOR</p>	
26.1	The main contractor will provide free of charge the following facilities to the sub-contractor:-	
26.2	Allowing use of mess rooms, sanitary accommodation and welfare facilities, providing space for office accommodation and storage of plant and materials, providing light, power and water and cleaning away rubbish	
26.3	The sub-contractor must include for any additional facilities which are required for the satisfactory completion of the work	
27	<p>CASING UP AND PROTECTION</p>	
27.1	The sub-contractor shall be responsible for casing up or otherwise protecting to the satisfaction of the Architect all parts of the sub contract works liable to injury and for removing such protection and making good at completion	
	Carried to Collection	

ITEM	DESCRIPTION	AMOUNT(Kshs)
28	SUPERVISION	
28.1	During the construction period the sub-contractor shall keep on site an efficient English proficient foreman, who shall be empowered to receive and carry out instructions from the Architect. He shall also be well-versed in the working of the bonding system to be utilized.	
28.2	The Architect shall have full rights to inspect the work in progress and all materials and equipment for use in the installation prior to its erection whether these are on site or in the sub-contractors workshop. The sub-contractor shall allow for all reasonable access to the works for this purpose.	
29	SITE MEETINGS	
29.1	Regular site meetings attended by the Main contractor, the sub-contractor the architect and others involved in the construction will be arranged during the construction period	
29.2	The sub-contractor shall arrange for a named representative to attend these meeting as and when required.	
30	PAYMENTS	
30.1	Refer to form of contract but the sub-contractor shall pay particular attention to the following:-	
30.2	Payment will be made from the time through the Main Contractor upon a certificate of the Architect on the value of work executed and of the materials and goods delivered on site for use in the works less 10% retention One half of the retention will be released upon the practical completion of the sub contract work and the balance upon the expiration of the Defects Liability Period.	
30.3	Interim Valuation of the Main Contract shall be made at intervals of four weeks	
30.4	No Certificate of payment issued by the Architect shall be considered conclusive evidence as to the sufficiency of any work or materials to which it relates so as to relieve the sub-contractor from his liability to execute the works in all respects in accordance with the terms of and upon and subject to the conditions of the contract or from his liability to make good all defects as provided in the contract.	
	Carried to Collection	

ITEM	DESCRIPTION	AMOUNT(Kshs)
	<p>COLLECTION</p> <p>PAGE NO. 1/1</p> <p>PAGE NO. 1/2</p> <p>PAGE NO. 1/3</p> <p>PAGE NO. 1/4</p> <p>PAGE NO. 1/5</p> <p>PAGE NO. 1/6</p> <p>PAGE NO. 1/7</p> <p>PAGE NO. 1/8</p>	
	CARRIED TO MAIN SUMMARY	KSHS

PROPOSED MODERN LIBRARY FOR
BONDO UNIVERSITY COLLEGE
BILL OF QUANTITIES
ELECTRICAL INSTALLATION

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
	<u>Supply and Install the following:-</u> (I) POWER RETICULATION				
1.01 a)	150A TP MCCB, (adjustable in 125-150 A range) main breaker for the block complete with metal enclosure. This is to be fitted in the switch room.	No	1		
1.01 b)	carry out solid bonding of the metallic enclosure of the MCCB above to the main switchboard in 6mm ² green pvc insulated		item		
1.02	wall mounted purpose made MCCB type sub switch board manufactured in 14SWG galvanised mid steel sheet and finished in cream powder coating.		item		
a)	1. no. 150A TP MLCB main incomer.				
b)	5no. 200A TPN TPN. Insulated copper busbars of 40x10mm cross section.				
c)	8no. 100A TPN MCCBs as shown, but adjustable in the range 80-100A.				
d)	1no. 63A TPN MCCBs adjustable in the range 40-63A				
e)	4no. Spare capacity for future development all fitted with 100A MCCBs.				
f)	sealable studs for all cover plate screws and all necessary accessories				
g)	carry out comprehensive labelling of all bus bars, circuit breakers of the board indicating the areas served, outgoing				
h)	comprehensive protective multiple earthing of the above board in 1200mm long diameter pure electrolytic copper earth rod deep driven to permanent moisture level, copper clamp. 50mm ² green earth lead complete with all accessories.	1	No		
	Total for Bill No 1: Mains intake C/F to summary page				

PROPOSED MODERN LIBRARY FOR BONDO UNIVERSITY COLLEGE
BILL NO 2: GROUND FLOOR ELECTRICAL INSTALLATIONS

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
	Supply and Install, test and commission the following				
	supply, install, test and commission the following:-				
2.01 a)	4 core 35mm ² pvc/swa cables from the main board to the new distribution board.	m	20		
2.01 b)	Cable glands for the cable	No.	8		
2.01 c)	Cable lugs for the above cable complete with crimping	No.	8		
2.03 a)	SP MCBs for the above board	No.	22		
2.03 b)	SP blanking plates for the above board	No.	4		
2.03 c)	Carry out complete permanent labeling for all the sub-circuits in the above board		item		
2.03 d)	Earth the above distribution board		item		
2.04	Diameter 32mm HG conduits in floor slab.	No.	0		
2.05	300x50mm cream-powder coated factory made corner bends for the trunking.	No.	10		
2.06	Carry out bonding throughout the entire length of the above trunking in 6mm ² green PVC insulated copper cables	Item	130		
2.07	Punch outlet plates on the trunking for twin socket outlets	No.	35		
	<u>Install Only the following:-</u>				
2.08	9 way TP/N distribution board complete with 100A TPN integral isolator and all accessories as MK, CRABTREE or MERLIN GERIN or approved equivalent	No.	4		
2.09	300x50mm cream-powder coated angular clip-on 3 compartment clip-on trunking in 18SWG steel sheets as per details shown complete with cover, screws etc	m	180		
Total C/F to page G3					

PROPOSED MODERN LIBRARY FOR BONDO UNIVERSITY COLLEGE
BILL NO 2: GROUND FLOOR ELECTRICAL INSTALLATIONS

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
	Total B/F from page G2				
	<u>Supply and install the following:-</u>				
2.1	Punched outlet plates on the trunking for data/telephone outlets	No.	35		
2.11	Twin 13A socket complete with ring wiring in 6x2.5mm2 PVC-SC-CU cables inside trunking	No.	35		
2.12	As above but in conduits	No.	3		
2.13 a)	Lighting point 1 way switched.	No.	94		
2.13 b)	Lighting point 2 way switched.	No.	220		
	<u>Install only the following:-</u>				
2.14	Floor box complete with 1no. Twin normal socket outlets wiring in 6x2.5 mm2 PVC-SC-PVC cables, 1 no. twin non standard socket outlets for computer points with neon lights wiring in adial 3x2.5 mm2PVC-SC-PVC cables and 1no. Telephone/data outlet plates.	No.	30		
2.14 a)	600x600mm, 4x18w HPF fully recessed fluorescent batten fitting with mirror-brite, highly polished aluminium louvers and reflectors	No.	148		
2.14 b)	1x18w HPF surface fluorescent batten fitting complete with plastic diffuser	No.	16		
2.14 c)	16w 2D shallow plastic light fitting complete with lamp	No.	16		
2.14 d)	8w maintained EXIT emergency light	No.	6		
2.14 e)	2D 28w thorn super Novello shallow opal fitting	No.	32		
2.14 f)	100w surface mounted Tungsten bulkhead fitting as thorn c or approved equivalent complete with PL 26 white lamp	No.	31		
2.15	the following 5A SP plate switches as MK or Crabtree				
	a) One gang One way	No.	8		
	b) Two gang one way	No.	2		
	c) one gang Two way	No.	3		
	d) Two gang Two way	No.	4		
	e) Six gang grid Two way	No.	4		
	<u>Supply and install the following:-</u>				
2.16 a)	10W LED tubes for the already supplied 600x600mm fittings	No.	592		
2.16 b)	10W LED tubes for the already supplied 1x18w fittings	No.	16		
2.16 c)	7w LED B22 bulbs for the bulkhead fittings	No.	31		
2.16 d)	600x600mm, 4x18w HPF fully recessed fluorescent batten fitting with mirror-brite, highly polished aluminum louvers and reflectors but full emergency version	No.	60		
2.16 e)	70w metal halide flood light	No.	6		
2.17	supply and install permanent red lettered DANGER 415V plates where groups of switches carry more than 1-phase.	No.	4		
2.18	Outlet for RJ45 complete with box, draw wire and square blanking cover in trunking	No.	8		
2.19	outlet for access control, security alarm point comprising box, concealed PVC conduit, draw wire and squire blanking cover.	No.	10		
	Total C/F to page G4				

PROPOSED MODERN LIBRARY FOR BONDO UNIVERSITY COLLEGE
BILL NO 2: GROUND FLOOR ELECTRICAL INSTALLATIONS

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
Total B/F from Page G3					
	Supply and Install the following:-				
2.20	outlet for television co-axial cable comprising concealed HG PVC conduit squire PVC box draw wire and Tv outlet plate as MK.	No	1		
2.21 a)	TV aerial system comprising aerals for KBC, KTN, Nation, Citizen, Family and al other local stations and complete with 2 way signal splitter switch, and 150m co-axial cable for coloured TV. Allow for tuning to receive al local stations .(TV-cleiant supplied)	No	1		
2.21 b)	5A "Hi-volt" guard for TV as sollatek		1		
2.22 a)	1x36w fluorescent lights, wired with tubes	No.	4		
2.22 b)	70 w tungsten flood lights	No	2		
2.22 c)	1.5mm² twin with earth cables	roll	2		
2.22 d)	allow for disconnection, assembly, handing over to landlord of all disused fixtures and generally making good.	item	1		
2.23	carry out bonding throughout the entire length of the above trunking in 6mm² green PVC insulated copper cables	item			
2.24	13A twin sockets with patres boxes, wired in 2.5mm² win +earth cables	No.	4		
2.25	2.5mm² win with earth cables	roll	2		
2.26	outlet for RJ45 telephone points, complete with box drawing wire and squire blanking cover in trunking.	No	8		
2.27	outlet for access control, security alarm point comprising box, concealed PVC conduit, draw wire and squire blanking cover.	No	10		
Total C/F to page G5					

PROPOSED MODERN LIBRARY FOR BONDO UNIVERSITY COLLEGE
BILL NO 2: GROUND FLOOR ELECTRICAL INSTALLATIONS

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
Total B/F from Page G4					
2.28	outlet for television co-axial cable comprising concealed HG PVC conduit squire PVC box draw wire and Tv outlet plate as MK.	No.	1		
2.29	TV aerial system comprising aerals for KBC, KTN, Nation, Citizen, Family and al other local stations and complete with 2 way signal splitter switch, and 150m co-axial cable for coloured TV. Allow for tuning to receive al local stations .(TV-client supplied)	No	1		
2.30	5A "Hi-volt" guard for TV as sollatek	No	1		
2.31	outlet for hand drier and toilet extract fans, comprising box, concealed 20mmHG PVC conduit, wiring in 3x4.0mm2 SC-PVC-CU cables and all accessories including 20A DP switch with neon light.	No	6		
2.32	provision sum for attendance on specialists 1. communications services 2. security alarm 3. CCTV installation	item			
Allow for the following temporary works to be executed during construction					
2.33 a)	1x36w fluorescent lights wired with tubes	No	4		
2.33 b)	13A twin sockets with pattress boxes wired in 2.5mm ² twin + earth cables	No	4		
2.33 c)	70W Tungsten floodlights	No	2		
2.33 d)	2.5mm ² twin + earth cables	Rolls	2		
2.33 e)	1.5mm ² twin + earth cables	Rolls	2		
2.34	Allow for disconnection, assembly, handing over to landlord of all disused fixtures and generally making good	Item			
Total for Bill No 2: Ground floor Electrical installations C/F to summary page					

PROPOSED MODERN LIBRARY FOR BONDO UNIVERSITY COLLEGE
BILL NO 3: TYPICAL FLOORS ELECTRICAL INSTALLATIONS

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
	<u>supply, install, test and commission the following:-</u>				
3.01 a)	4 core 35mm ² pvc/swa cables from main board to the new distribution board.	m	40		
3.01 b)	Cable glands for the cable	No.	8		
3.01 c)	Cable lugs for the above cable complete with crimping	No.	8		
3.02 a)	SP MCBs for the distribution board	No.	22		
3.02 b)	SP blanking plates for the above board	No.	2		
3.02 c)	Carry out complete permanent labeling for al the sub-circuits in the board above	item	1		
3.02 d)	Earth the DB	item	1		
3.03	Diameter 32mm HG conduits in the floor slab.	m	40		
3.04	300x50mm cream powder coating angular clip-on 3-compartment clip-on trunking in 18SWG steel sheets.	m	264		
3.05	300x50mm cream-powder coated factory made corner bends for the trunking.	No.	20		
3.06	Punched outlet plates on the trunking for twin socket outlets	No.	39		
3.07	carry out bonding throughout the entire length of the above trunking in 6mm ² green PVC insulated copper cables	item			
	Total C/F to page G7				

PROPOSED MODERN LIBRARY FOR BONDO UNIVERSITY COLLEGE
BILL NO 3: TYPICAL FLOORS ELECTRICAL INSTALLATIONS

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
	Total B/F from page G7				
3.08	Punched outlet plates on the trunking for data/telephone outlets	No.	39		
3.09	Twin 13A socket complete with ring wiring in 6x2.5mm ² PVC-SC-CU cables inside trunking	No.	39		
3.11	as above but in conduits	No.	3		
3.12	floor box complete with 1no. Twin normal socket outlets wiring in 6x2.5 mm ² PVC-SC-PVC cables, 1 no. twin non standard socket outlets for computer points with neon lights wiring in adial 3x2.5 mm ² PVC-SC-PVC cables and 1no. Telephone/data outlet plates.	No.	30		
3.13 a)	lighting point 1 way switched. (costs exclude conduiting)	No.	36		
3.13 b)	lighting point 2 way switched. (Costs exclude conduiting)	No.	144		
3.14 a)	600x600mm, 4x18w HPF fully recessed fluorescent batten fitting with mirror-brite, highly polished aluminium louvers and reflectors	No.	135		
3.14 b)	600x600mm, 4x18w HPF fully recessed fluorescent batten fitting with mirror-brite, highly polished aluminium louvers and reflectors but full emergency version	No.	60		
3.14 c)	1X36W bare batten HPF surface mounted fluorescent fittings As THORN Cat No PPD118	No.	0		
3.14 d)	1x18w HPF surface fluorescent batten fitting complete with plastic diffuser	No.	4		
3.14 e)	16w 2D shallow plastic light fitting complete with lamp	No.	16		
3.14 f)	8w maintained EXIT emergency light	No.	4		
3.14 g)	10W LED tubes for the already supplied 600x600mm fittings	No	152		
3.14 h)	10W LED tubes for the already supplied 1x18w fittings fittings	No	38		
	Total C/F to page G8				

PROPOSED MODERN LIBRARY FOR BONDO UNIVERSITY COLLEGE
BILL NO 3: TYPICAL FLOORS ELECTRICAL INSTALLATIONS

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
	Total B/F from page G7				
3.14 i)	2D 28w Thorn super Novello shallow opal fitting	No	15		
3.15	The following 5A SP plate switches as MK or Crabtree				
	a) 1 gang 2 way	No.	8		
	b) 2 gang 1 way	No.	2		
	c) 1 gang 2 way	No.	4		
	d) 2 gang 2 way	No.	3		
	e) 6 gang grid 2 way	No.	3		
3.16	Supply and install permanent red lettered DANGER 415V plates where groups of switches carry more than 1-phase.	No.	4		
3.17	Outlet for RJ45 telephone points, complete with box drawing wire and squire blanking cover in trunking.	No	9		
3.18	Outlet for acces control, security alarm point comprising box, concealed PVC conduit, draw wire and squire blanking cover.	No	0		
3.19	Outlet for television co-axial cable comprising concealed HG PVC conduit squire PVC box draw wire and Tv outlet plate as MK.	No.	0		
3.20 a)	TV aerial system comprising aerals for KBC, KTN, Nation, Citizen, Family and al other local stations and complete with 2 way signal splitter switch, and 150m co-axial cable for coloured TV. Allow for tuning to receive al local stations .(TV-clieant supplied)	No	1		
3.20 b)	5A "Hi-volt" guard for TV as sollatek	No	1		
	Total C/F to page G9				

PROPOSED MODERN LIBRARY FOR BONDO UNIVERSITY COLLEGE
BILL NO 3: TYPICAL FLOORS ELECTRICAL INSTALLATIONS

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
	Total B/F from Page G8				
3.21	Outlet for hand drier and toilet extract fans, comprising box, concealed 20mmHG PVC conduit, wiring in 3x4.0mm2 SC-PVC-CU cables and all accessories including 20A DP switch with neon light.	No	6		
3.22	Provision sum for attendance on specialists 1. communications services 2. security alarm 3. CCTV installation Allow for the following temporary works to be executed during construction	item			
3.23 a)	1x36w fluorescent lights, wired with tubes		4		
3.23 b)	13A twin sockets with patres boxes, wired in 2.5mm2 win +earth cables	No.	4		
3.23 c)	70 w tungsten flood lghts	No	2		
3.23 d)	2.5mm2 twin with earth cables	roll	4		
3.23 e)	1.5mm2 twin with earth cables	roll	6		
3.24	allow for disconnection, assembly, handing over to landlord of all disused fixtures and generally making good.	item			
	Total for 1No Typical floor				
	No of Typical floors				3.00
	Total for Bill No 3: 3No Typical floors Electrical installation (=1No Typical floor *3) C/F to summary page				

PROPOSED MODERN LIBRARY FOR BONDO UNIVERSITY COLLEGE
BILL NO 3: TYPICAL FLOORS ELECTRICAL INSTALLATIONS

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
	Install only, test and commission the following				
3.25 a)	lighting point 1 way switched. (costs include conduiting)	No.	54		
3.25 b)	lighting point 2 way switched. (Costs include conduiting)	No.	214		
3.26	9 way TP/N distribution board complete with integral isolator and all accessories as MK.	No.	4		
3.27	300x50mm cream powder coating angular clip-on 3-compartment clip-on trunking in 18SWG steel sheets.	m	170		
3.28 a)	600x600mm, 4x18w HPF fully recessed fluorescent batten fitting with mirror-brite, highly polished aluminium louvers and reflectors	No.	38		
3.28 b)	1x18w HPF surface fluorescent batten fitting complete with plastic diffuser	No.	38		
3.28 c)	16w 2D shallow plastic light fitting complete with lamp	No.	48		
3.28 d)	8w maintained EXIT emergency light	No.	3		
3.28 e)	2D 28w Thorn super Novello shallow opal fitting	No	28		
3.29	The following 5A SP plate switches as MK or Crabtree				
	a) 1 gang 2 way	No.	8		
	b) 2 gang 1 way	No.	2		
	c) 1 gang 2 way	No.	4		
	d) 2 gang 2 way	No.	3		
	e) 6 gang grid 2 way	No.	1		
Total C/F to Summary page					

PROPOSED MODERN LIBRARY FOR BONDO UNIVERSITY COLLEGE
BILL NO 4: FIRE DETECTION AND ALARM SYSTEM

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
	supply, install, test, commission and set to work the following:- all fire alarm equipment to be as per relevant KS and BS standards.				
4.00	12V 2.8AH batteries for the fire alarm panel	No.	2		
4.01	Outlet for fire alarm manual call-point/smoke detector comprising box, concealed PVC conduit, wiring in 3x1.5mm ² fire-tuff cables and all accessories.	No.	131		
4.02	Outlet for fire alarm control panels comprising box, concealed HG 20mm PVC conduit, wiring in 3X2.5MM ² SC-PVC-CU cables and all accessories including 5A fused unswitched connection unit with neon light.	No.	1		
4.03	Carry out testing, commissioning and handing over of the entire fire alarm system, including conducting extensive one-month training of the users on the various aspects and operation of the fire alarm system. All the maintenance and operations manual to be handed over.	item	1		
	<u>Install only, test and commission the following:-</u>				
4.04	8-zone fire alarm panel	No.	1		
4.05	Fire alarm break glass	No.	22		
4.06	Fire alarm bell	No.	22		
4.07	Point ionization smoke detector	No.	83		
4.08	Point ionization heat detector	No.	4		
	Total for Bill No 4: Fire detection and alarm system C/F to summary page				

PROPOSED MODERN LIBRARY FOR BONDO UNIVERSITY COLLEGE
BILL No.5: LIGHTING PROTECTION

Item	Description	Qty	Unit	Rate	Amount Kshs.Cts
	Install only the following:-				
5.01	25mm x 3mm tinned annealed copper tape as Furse Cat. Ni. TC 230 for roof conductors	LM	270		
5.02	25mm x 3mm tinned annealed copper tape as Furse Cat. Ni. TC 230 for down conductors	LM	80		
	Supply and install the following:-				
5.03	Oblong test/Junction as Furse	No	4		
5.04	Concrete inspection earth pit as Furse	No	4		
5.05	Earth rod-tape clamp type A as Furse	No	4		
5.06	Saddles, fasteners, clips and clamps etc required for securing the various installations	Item	1		
5.07	15mm multiple point copper air terminal complete with base as Furse	No	6		
5.08	Equipotential bonding of the lightning protection system to the main earthing system present in the proposed system	Item	1		
Total for Bill No.5: Lighting Protection C/F to Main Summary Page					

PROPOSED MODERN LIBRARY FOR BONDO UNIVERSITY COLLEGE
BILL No.6: GENERAL ITEMS

Item	Description	Qty	Unit	Rate	Amount Kshs.Cts
6.00	Carry out comprehensive 24-hr power analysis, after upgrading of switchgear, with a digital power meter (with printer) to: i) Record and print all the power system parameters ii) Submit 3 copies of the printouts (Note: parameters must be satisfactory before the office is switched on.)	1	Item		
6.01	Acquire and submit a bank guarantee for 10% of the contract sum, as a performance guarantee.	1	Item		
6.02	Acquire and submit insurance for the sub-contract work	1	Item		
6.03	Allow for presentation of all the required samples as per the specifications, bill of quantities and drawings	1	Item		
6.04	Prepare and submit working drawings as follows i) Draft and soft copy in ArchiCad and AutoCad ii) Ammended soft copy in ArchiCad and AutoCad iii) 5 final soft copies in ArchiCad and AutoCad to Architect, Client, Quantity Surveyor and Engineer iv) 3 draft hard copies of working drawings in A0 (Scales 1:50, 1:25) to Engineer, Architect and Main contractor v) 2 Ammended hard copies of working drawings in A0 (Scales 1:50, 1:25) to Engineer, Architect and Main contractor vi) 11 No final hard copies of working drawings in A0 (Scales 1:50, 1:25) to Engineer (3 copies), Architect (1 copy), Quantity Surveyor (1 copy) Client (3 copies) and Main contractor (3 copies). (Note: Full set of drawings to be presented as per drawing list).	1	Item		
6.05	As item No 6.04 but for record (As installed drawings comprising i) Fully dimensioned drawings of all plants and apparatus				
	Total C/F to page G13				

PROPOSED MODERN LIBRARY FOR BONDO UNIVERSITY COLLEGE
BILL No.6: GENERAL ITEMS

Item	Description	Qty	Unit	Rate	Amount Kshs.Cts
	Total B/F from Page G12				-
6.06	ii) General arrangement drawings of equipment, plants, etc				
	iii) Routes - types and sizes and arrangement of all pipework				
	iv) System Schematics and trunking diagrams showing all salient information relating to control and instrumentation				
	v) Grading charts				
	vi) Wiring and piping diagrams of plant and apparatus				
	vii) Schematic diagram of individual plants and switch and control boards				
	viii) All the required operating instructions for all panels, boards, control panels etc.	1	Item		
6.06	Prepare and submit maintenance manuals for all items installed.	1	Item		
6.07	Provide a year's (12 months) initial maintenance upon expiry of the defects liability period. The maintenance to be carried out every quarter (3 months for a period of 12 months).	1	Item		
6.08	All other items of general preliminary to cover, but not limited to:- Attendance on all other sub-contractors, such as for communication services, Mechanical Installations, Security Installations, Sound Equipment/ wiring Installations, Generator Installations, Lift Services, Solar Water Heating, V-sat services etc. • Attendance and keeping a supervisor/Foreman on site • Constant supervision of the works. • Provision of all the required spares • Testing and Inspection of Material/works • Provision of labour camps • Storage of materials. • Initial maintenance (During Defects Liability) • Providing water/electricity for the works. • Protection of the works/material • Clearing away on completion • Preparing Final Account • Providing all Tests Certificates, etc.	1	Item		
Total for Bill No.6: General Items C/F to Main Summary Page					

SUMMARY PAGE

Item No	Description	Amount Kshs. Cts
S1	Preliminaries, B/F from part D	
S2	Total for Bill No.1: Mains Intake B/F from page G1	
S3	Total for Bill No.2: Ground Floor Electrical Installations B/F from page G5	
S4	Total for Bill No.3: Typical Floors Electrical Installations B/F from page G9 (supply and install)	
S5	Total for Bill No.3: Typical Floors Electrical Installations B/F from (install only)	
S6	Total for Bill No.4: Fire Alarm Installations B/F from page G10	
S7	Total for Bill No.5: Lightning protection Installations, B/F from page G11	
S8	Total for Bill No.6: General Items, B/F from page G13	
S9	Allow for the disconnection, removal, handling over to the client/landlord against an approved inventory, all the disused items/accessories on site.(please clearly list all of them).	
S10	Sub-Total	
S11	Add 10% of the sub Total in item S10 as Contingency	
	Allow for the following PC sums	
S12	Capital contribution to KPLC	450,000.00
S13	Multi-media system installations	4,500,000.00
Total Carried to Form of Tender		

MAIN SUMMARY PAGE FOR ELECTRICAL INSTALLATIONS (Continued)

Total Amount in Words

.....

Tenderer's Name and Stamp

Signature

PIN No

Witness

Signature

APPENDIX ‘A’

EVALUATION CRITERIA

<u>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</u>	<u>RESPONSIVE/ NON RESPONSIVE YES / NO</u>
<u>Indicate Eligible Tenderers: Firms registered in Kenya</u>	
<u>Eligible Source Countries: Only firms Registered in Kenya</u>	
<u>Tender Validity Period: The tender shall be valid for 120 days from the date of opening.</u>	
Particulars of Eligibility and qualifications documents of evidence required. Copies of: <ul style="list-style-type: none"> • <u>Certified copy of Certificate of Incorporation</u> • <u>Certified copy of Registration Certificate with the National Construction Authority</u> • <u>Certified copy of Valid Tax Compliance Certificate</u> • <u>Valid PIN/VAT Certificates</u> 	
<u>Indicate day, date and time for closing:, 2021 at 11.00 Noon</u>	
<u>Tenderers are required to submit copies of the following MANDATORY DOCUMENTS which will be used during Preliminary Examination to determine responsiveness:</u> <ol style="list-style-type: none"> 1. Must attach Copy of Certificate of Incorporation 2. Must attach Copy of Valid Tax Compliance Certificate 3. Must attach a copy of PIN/VAT Certificate 4. Must have been in existence for a minimum of Five Years as a registered Company. 5. Must have carried out similar assignments for the last five years (Evidence must be attached especially Completion Certificates. 6. Must dully Fill,sign and stamp the Bills of Quantities and Price Schedule in the format provided without any alterations whatsoever. 7. Must dully Fill,sign and stamp the Form of Tender in the format provided without any alterations whatsoever. 8. Must submit a duly filled up Confidential Business Questionnaire in the format provided without any alterations whatsoever. 9. Must submit audited financial statements for the last 3 consecutive years i.e 2020,2019,2018. 10. Must be registered by National Construction Authority in Class NCA 5 and above. 11. Proven Physical location of the Company /Firm must attach a google pin. 12. Must submit at least five (5) names with full contacts as well as physical addresses of previous Clients of similar works together with reference letters from each and copies of Certificate of Completion/Contracts. 13. Must Provide Bid Bond of 2% of the Bid amount valid for 120 days from the date of Tender Opening. This bid bond should be from commercial bank. 14. Must have the capacity to provide Construction Equipment: Attach Evidence e.g. Ownership and Possession 15. Must dully sign and stamp the anticorruption declaration form. 16. Must provide registration by Energy regulation Commission class B and above license. 17. Must provide Litigation History, if any 	

<p><u>AT THIS STAGE, THE TENDERERS SUBMISSION WILL EITHER BE RESPONSIVE OR NON RESPONSIVE. THE NON RESPONSIVE WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FURTHER.</u></p>	
<p><u>Evaluation and Comparison of Tenders:</u> The following evaluation criteria shall be applied notwithstanding any other requirement in the tender documents.</p> <p><u>SELECTION PROCESS</u></p> <p><u>Below is a description of the evaluation steps that will be adopted.</u></p> <p><u>STEP 1 : MANDATORY EVALUATION</u></p> <p><u>This will be an elimination stage where each Tenderer's submission will be checked for completeness and compliance to the stated tender submission requirements as in the various paragraphs of the tender document.</u></p> <p><u>STEP 2 : TECHNICAL EVALUATION</u></p> <p><u>This will be done by comparing details of the works to be offered against the minimum requirements/technical specifications and confirming the same from the technical Literature/Specifications submitted.</u></p> <p><u>Formula for Determining the Technical score: $\text{Technical score} (\text{actual final score} / \text{highest final score} \times 100)$</u></p> <p><u>STEP 3: FINANCIAL EVALUATION</u></p> <p><u>This will include the following:</u></p> <ul style="list-style-type: none"> a) <u>Confirmation and considering Bills of Quantities duly completed and signed.</u> b) <u>Conducting a financial comparison</u> c) <u>Subject to the outcome of the above processes.</u> <p><u>Award Criteria:</u> Award will be made to the lowest evaluated bidder while taking into consideration the outcome of due diligence.</p>	

S/N	EVALUATION ATTRIBUTES	SCORE	MARKS	
T.S 1	PHYSICAL FACILITIES –Evidence of physical address - e.g. title deed/lease Agreement/utility bills. -List of appropriate Equipment related to the Building and Constructions e.g. Ownership or possession of Equipment etc. -List of Fleet Capacity & Office/Service provided e.g. wireless radio, vehicles, motorcycles etc.	5 Marks 2 Marks 2 Marks	9 marks	
T.C 2	FINANCIAL RESOURCES (SOLVENCY) -Audited books of accounts for the last three years - Bank Statements for the last twelve months Applying Altman z-score for both financial years 1.8 or less 1.8 to 2.7 2.7 to 3.0 3.0 or higher	-2 marks -2 marks -0 marks -4 marks -6 marks -14 marks	18 marks	
T.S 3	EXPERIENCE -Over ten(10) years – 5-10 year – 0-5 years	-8 marks -5 marks -3 marks	-8 marks	
T.C 4	Company's Annual Turnover - Over 100 million - Below 100 million	-5 marks -2 marks	-5 marks	
T.C 5	Provide at least 5 clients and references to which the company has offered similar services in the last 3 years. Bidders must provide reference letters with the firm's letterhead, and that are duly signed and stamped by the relevant officer. Bidders must also use the format provided in Section 5: Schedule of Requirements.	Each client@ 8 marks, maximum 40- Points	-40 points	
T.C 6	Company and Staff Profile Managerial and Key Personnel Competency Profile - Provide Details of any relevant certifications and/or accreditations by principals or members of staff and attach copies of such certification. Such certification should be relevant to the work they do and the key skills for the services required. - Membership in professional body/association	-5 marks -5 marks	10 marks	

T.C 7	Document Presentation - Sanctity of tender document, Logically arranged, numbered with a table of contents neatly bound & giving ample evidence in terms of content	-5 marks	5 marks	
T.C 8	Bid Bond -Submission of the correct calculated bid bond that is 2% of the total contract sum	-5 marks	5 marks	
	TOTAL SCORE		100 Marks	
	CUT OFF MARKS		75 Marks	
	Formula for Determining the Technical score: Technical score (actual final score/highest final score x 100)			

Only bidders who score **75 marks** and above will be subjected to financial evaluation. Those who score **below 75 marks** will not proceed for financial evaluation.

FINANCIAL EVALUATION

The bidder who qualifies in the above stage will be evaluated financially. The lowest evaluated bidder shall be awarded the tender.

Part C: Declaration (For the Tenderer only)

The Tenderer is expected to indicate whether he/she will/will not be evaluated on the above criteria

Q; Will you accept your bid to be evaluated based on the above criteria and abide by them during the entire period of the tender? (Tick appropriately below):

No:

Yes :

Official Stamp Sign.....

For Official Use Only

(The team Leader of the Evaluation Team will make comments below based on the findings about the Tenderer)

Total marks scored

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

Accept the firm

Reject the firm

Sign.....Date.....

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 of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the Public
Procurement Administrative Review Board to review the whole/part of the above
mentioned decision on the following grounds, namely:-1.

2.

etc.

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

1.

2.

etc

SIGNED (Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
day of20.....

SIGNED

Board Secretary

ANTI – CORRUPTION POLICY IN THE PROCUREMENT PROCESS

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

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

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

The following is a requirement that every Bidder wishing to do business with JOOUST must comply with:

- (1) Each bidder must submit a statement, as part of the tender documents, in the format given and which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the bidding company and, where relevant, of its subsidiary in Kenya. If a tender is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.
- (2) Bidders will also be required to submit similar No-bribery commitments from their subcontractors and consortium partners; the bidder may cover the subcontractors and consortium partners in its own statement, provided the bidder assumes full responsibility.
- (3)
 - a) Payment to agents and other third parties shall be limited to appropriate compensation for legitimate services.
 - b) Each bidder will make full disclosure in the tender documentation of the beneficiaries and amounts of all payments made, or intended to be made, to agents or other third parties (including political parties or electoral candidates) relating to the tender and, if successful, the implementation of the contract.
 - c) The successful bidder will also make full disclosure [quarterly or semi- annually] of all payments to agents and other third parties during the execution of the contract.
 - d) Within six months of the completion of the performance of the contract, the successful bidder will formally certify that no bribes or other illicit commissions have been paid. The final accounting shall include brief details of the goods and services provided that are sufficient to establish the legitimacy of the payments made.
 - e) Statements required according to subparagraphs (b) and (d) of this paragraph will have to be certified by the company's Chief Executive Officer, or other appropriate senior corporate officer.

- (4) Tenders which do not conform to these requirements shall not be considered.
- (5) If the successful bidder fails to comply with its No-bribery commitment, significant sanctions will apply. The sanctions may include all or any of the following:
 - a) Cancellation of the contract;
 - b) Liability for damages to the public authority and/or the unsuccessful competitors
in the bidding possibly in the form of a lump sum representing a pre- set
percentage
of the contract value (liquidated).
- (6) Bidders shall make available, as part of their tender, copies of their anti-Bribery Policy/Code of Conduct, if any, and of their-general or project - specific - Compliance Program.
- (7) The Government of Kenya through Ethics and Anti-Corruption Commission has made special arrangements for adequate oversight of the procurement process and the execution of the contract. Those charged with the oversight responsibility will have full access if need be to all documentation submitted by Bidders for this contract, and to which in turn all Bidders and other parties involved or affected by the project shall have full access (provided, however, that no proprietary information concerning a bidder may be disclosed to another bidder or to the public).

1. MEMORANDUM (FORMAT)

(Clause 40, 41 and 42 of Kenya Public Procurement and Disposal Act 2005)This company (*name of company*) has issued, for the purposes of this tender, a Compliance Program copy attached -which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects or contract including agents, consultants, consortium partners, subcontractors and suppliers)"

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____