COUNTY GOVERNMENT OF WEST POKOT
P.O. BOX 222-30600
KAPENGURIA

TENDER NO. CGWP/ T/036/2020-2021
FOR
SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LOMUT MULTI-FRUIT PROCESSING LINE

NEGOTIATION NO: 864352

TENDER SUBMISSION DEADLINE: 4TH MAY, 2021, AT 12:00 NOON

APRIL, 2021
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SECTION I: INVITATION TO TENDER

RE: TENDER NO: CGWP/T/036/2020-2021

TENDER NAME: SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LOMUT MULTI-FRUIT PROCESSING LINE.

The County Government of West Pokot, here and in the subsequent sections referred to as the procuring entity now invites sealed Tenders from eligible candidates for the PROPOSED SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LOMUT MULTI-FRUIT PROCESSING LINE.

1. The tender is National Open Tender;

2. Interested eligible candidates may obtain further information and inspect Tender Documents and the Design Drawings from the Supply Chain Management offices, Located at the County Government of West Pokot, County Treasury building during normal working hours or they may download the same from the county website www.westpokot.go.ke, and the national government tenders web-portal https://tenders.go.ke free of charge.

3. Interested eligible bidders MUST meet all the conditions as indicated in the tender document and can view and download the documents free of charge from the county website (www.westpokotcounty.go.ke) or at National Government tenders portal http://tenders.go.ke or at the IFMIS tender portal: www.supplier.treasury.go.ke using the unique IFMIS negotiation number indicated above.

4. Completed tender documents MUST be submitted through the IFMIS SUPPLIER PORTAL: www.supplier.treasury.go.ke so as to be received on or before the date and time indicated in the IFMIS PORTAL.

5. Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.

6. 1.6 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at Treasury Main Boardroom on Ground Floor.

HEAD, SUPPLY CHAIN MANAGEMENT SERVICE
FORM OF TENDER

TO: .................................................................................................................................[Name of Employer]
.................................................................................................................................[Date]
.................................................................................................................................[Name of Contract]

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to Supply, deliver, install, test and commission such Works and remedy any defects therein for the Sum of Kshs.........................................................[Amount in figures]

Kenya Shillings ........................................................................................................................... [Amount in words]

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

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

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

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

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

Signature .............................................. in the capacity of..............................

Duly authorized to sign tenders for and on behalf of

.................................................................................................................................[Name of Tenderer]
of.............................................................................................................................[Address of Tenderer]

Witness Name..............................................................................................................

Address..........................................................................................................................

Signature......................................................................................................................

Date.............................................................................................................................
FORM OF TENDER SECURITY FROM BANK

WHEREAS……………………………………………………………………..(Hereinafter called “the Tenderer”) has submitted his tender dated ………………………………For the Design, Supply, Delivery, Installation, Testing and Commissioning of Lomut Multi-Fruit Processing Line, West Pokot.

KNOW ALL PEOPLE by these presents that WE………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………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FORM OF TENDER SECURITY FROM INSURANCE

WHEREAS……………………………………………………………………(Hereinafter called “the Tenderer”) has submitted his tender dated ……………………. For the Supply, Delivery, Installation, Testing and Commissioning of Lomut Multi-Fruit Processing Line

KNOW ALL PEOPLE by these presents that WE

………………………………………………………………………………

Having our registered office at

………………………………………………………………………………

(Hereinafter called “the Insurance’), are bound unto …………………………………………………

(Hereinafter called “the Employer”) in the sum of Kshs……………………………….………

for which payment well and truly to be made to the said Employer, the Insurance binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Insurance this………………Day of …………………………………….20………

THE CONDITIONS of this obligation are:

3. If after tender opening the Tenderer withdraws his tender during the period of tender validity specified in the instructions to Tenderers or

4. 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 shall note that the amount claimed by his is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force for a period of 150 days from the date of tender opening, and any demand in respect thereof should reach the Insurance not later than the said date.

…………………………………..

(Date) 

…………………………………..

(Signature of the Insurance)

…………………………………..

(Witness) 

…………………………………..

(Seal)
SECTION II: INSTRUCTIONS TO TENDERERS

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

1.1 The Employer as defined in the Appendix to Conditions of Contract invites tenderers for Contract works as described in the tender documents. The successful tenderer shall 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 shall 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 works done for the last five years.

(c) Experience in works of similar nature and size for the last five years, details of work underway or contractually committed, 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 shall 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 last three 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.

(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 shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and behalf of all partners of the joint venture.

(e) The execution of the entire Sub- 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 cash flow for the Contract.

(b) Experience as a Contractor in the construction of at least two works of similar nature and complexity equivalent to the proposed works over the last 5 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 not 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 not 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 shall result in rejection of the joint venture’s tender. Subcontractors’ experience and resources shall 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) shall 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 shall 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.5,000/=.

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 below and any addenda issued in accordance with Clause 2.4.
   a) Invitation to tender
   b) Form of tender
   c) Form of tender security
   d) Instructions to tenderer.
   e) Tender evaluation criteria.
   f) Conditions of subcontract.
   g) Bill of quantities
   h) Drawings
   i) Standard Forms

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

2.3 A prospective tenderer making an inquiry relating to the tender 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 shall 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 shall 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 shall 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 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 shall not be required or permitted to otherwise modify the tender, but shall 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 “…………”.

3.10 The Tender Securities of unsuccessful tenderers shall 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 shall 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 shall 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 OF THE ORIGINAL”. 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 initialled 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 0.5 – 2 per cent 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 “COPIES OF THE ORIGINAL” 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 shall then be subject to the new deadline.

4.3 Any tender received after the deadline prescribed in clause 4.2 shall 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 shall 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, shall be announced by the Employer at the opening. Minutes of the tender opening, including the information disclosed to those present shall 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 shall 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 shall 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 shall be checked for any arithmetic errors. Errors shall be corrected as follows:

(a) Where there is a discrepancy between the amount in figures and the amount in words, the amount in words shall 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 shall prevail, unless in the opinion of the Employer, there is an obvious typographical error, in which case the adjustment shall 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 shall 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 shall 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 shall 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 shall 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 Contract work valued at more than 50% of the Contract Price excluding Provisional Sums to an non-indigenous Contractor.

6. Award of Contract

6.1 Subject to Clause 6.2, the award of the Contract shall 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 shall 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”) shall state the sum (hereinafter and in all Contract
documents called the “Contract Price”) that the Employer shall 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 shall incorporate all agreements between the Employer and the successful tenderer. Within 14 days of receipt the successful tenderer shall 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 shall 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 The procuring entity requires that tenderers to observe the highest standards of ethics during procurement process and execution of Contracts. A tenderer shall sign a declaration that he has not and shall not be involved in corrupt and fraudulent practices.
<table>
<thead>
<tr>
<th>INSTRUCTIONS TO TENDERERS REFERENCE</th>
<th>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>The employer is COUNTY GOVERNMENT OF WEST POKOT</td>
</tr>
<tr>
<td>1.7</td>
<td>Qualification criteria as set out in the tender evaluation criteria</td>
</tr>
<tr>
<td>1.8</td>
<td>N/A</td>
</tr>
<tr>
<td>1.9</td>
<td>Joint venture or individual tenderers only.</td>
</tr>
<tr>
<td>1.13</td>
<td>N/A</td>
</tr>
<tr>
<td>2.3</td>
<td>or through email address: <a href="mailto:procurement@westpokot.go.ke">procurement@westpokot.go.ke</a></td>
</tr>
<tr>
<td>3.2(e)</td>
<td>N/A</td>
</tr>
<tr>
<td>3.4</td>
<td>N/A</td>
</tr>
<tr>
<td>3.6</td>
<td>Validity period of 120 days</td>
</tr>
<tr>
<td>3.8</td>
<td>Tender surety shall be valid for 150 days from the date of tender opening.</td>
</tr>
<tr>
<td>3.12 (b)</td>
<td>N/A</td>
</tr>
<tr>
<td>3.14</td>
<td>Scan and upload the bid document in entirety to the IFMIS portal</td>
</tr>
<tr>
<td>3.18</td>
<td>Tender security of Kshs 600,000.00 from a reputable bank recognized by the Central Bank of Kenya or an approved insurance company by PPRA.</td>
</tr>
<tr>
<td>5.2</td>
<td>Alternative tenders not allowed</td>
</tr>
<tr>
<td>5.7</td>
<td>N/A: PPADA 2015 Applies</td>
</tr>
<tr>
<td>5.9</td>
<td>N/A</td>
</tr>
<tr>
<td>5.12</td>
<td>N/A</td>
</tr>
<tr>
<td>6.5</td>
<td>Successful tenderer to provide performance security of 5% of the Contract sum from reputable bank recognized by Central Bank of Kenya prior to Contract signing</td>
</tr>
<tr>
<td>6.8</td>
<td>N/A</td>
</tr>
<tr>
<td>6.12</td>
<td>-Variation shall apply as prescribed by the Public Procurement and Asset Disposal Act, 2015.</td>
</tr>
<tr>
<td>6.13</td>
<td>Shall be 60 days from the date of receipt of the request</td>
</tr>
<tr>
<td>8.0</td>
<td>Due diligence shall be conducted before award in accordance with the Public Procurement and Asset Disposal Act, 2015</td>
</tr>
<tr>
<td>9.0</td>
<td>Tenderers shall be required to provide litigation history which may be subjected to due diligence to ascertain the possibility of negatively affecting performance.</td>
</tr>
</tbody>
</table>
SECTION IV: TENDER EVALUATION CRITERIA

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

i. Preliminary evaluation,

ii. Technical Evaluation; and

iii. Financial Evaluation,

iv. Due diligence

STAGE 1 - PRELIMINARY EVALUATION

<table>
<thead>
<tr>
<th>S/No</th>
<th>MANDATORY REQUIREMENTS(MR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>MR1</td>
<td>Valid Copy of certificate of incorporation/ Registration.</td>
</tr>
<tr>
<td>MR2</td>
<td>Valid Current Tax Compliance Certificate and PIN certificate - If Joint Venture, from each member of the Joint Venture.</td>
</tr>
<tr>
<td>MR3</td>
<td>Valid National Construction Authority (NCA 5 and above) registration Certificate and Annual Practicing License for Mechanical works</td>
</tr>
<tr>
<td></td>
<td>In the event of a joint venture one of the partners should submit NCA 6 and above for the Mechanical Works</td>
</tr>
<tr>
<td>MR4</td>
<td>Duly filled, signed and stamped tender questionnaire</td>
</tr>
<tr>
<td>MR5</td>
<td>Duly filled and signed Confidential business questionnaire</td>
</tr>
<tr>
<td>MR6</td>
<td>Duly filled and signed Anticorruption declaration</td>
</tr>
<tr>
<td>MR7</td>
<td>Scanned and uploaded bid document in entirety</td>
</tr>
<tr>
<td>MR8</td>
<td>Valid Copy of Single Business permit – for the year 2021</td>
</tr>
<tr>
<td>MR9</td>
<td>The Tender Security of Kshs 600,000.00 valid for 150 days in form of Bank Guarantee from a reputable bank recognized by the Central Bank of Kenya or from an insurance company approved by PPRA.</td>
</tr>
<tr>
<td>MR10</td>
<td>Submission of valid CR12 form showing the list directors /shareholding (issued within the last 1 year), National Identity Card for Sole Proprietor and All IDs for directors</td>
</tr>
<tr>
<td>MR11</td>
<td>Duly filled and signed form of tender.</td>
</tr>
<tr>
<td>MR12</td>
<td>Provide proof of Power of attorney (of Tender Signatory)</td>
</tr>
<tr>
<td>MR13</td>
<td>Letter of authority to seek references from the Tenderer’s bankers.</td>
</tr>
<tr>
<td>MR14</td>
<td>Submit a copy of certified Audited accounts for the last three (3) years (2018, 2019 and 2020).</td>
</tr>
<tr>
<td>MR15</td>
<td>Non debarment form duly filled and signed.</td>
</tr>
<tr>
<td>MR16</td>
<td>Submit technical schedule for all materials and comprehensive descriptive and performance details for plant apparatus</td>
</tr>
<tr>
<td>MR17</td>
<td>Duly filled Bill of Quantities</td>
</tr>
</tbody>
</table>

Tender Document submitted without ANY of the above-mentioned Mandatory documents shall be rejected by the COUNTY GOVERNMENT OF WEST POKOT’s Evaluation Committee and shall therefore not proceed to the technical and financial evaluation.

N.B

The employer may seek further clarification/confirmation if necessary, to confirm authenticity/compliance of any condition of the tender.
STAGE 2 - TECHNICAL EVALUATION

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

Table 1: Scores for the Technical Evaluation

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>POINT SCORE SCALE</th>
<th>Evaluation Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>EXPERIENCE</td>
<td></td>
<td>Max 40</td>
</tr>
<tr>
<td></td>
<td>Attach reference letters/contracts/purchase orders for different firms as evidences.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>Value of related works handled in Kshs.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a.</td>
<td>Four projects of equal or higher value in the last five years. OR</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td>Any four (4No) projects of value between 50% and 100% of value. OR</td>
<td>12</td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td>Any four projects less than 50% value of the tendered works.</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>d.</td>
<td>No submission of project record</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>Nature, scope and specificity of related works handled in the last five years</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a.</td>
<td>Four projects of similar nature as per this scope of works OR</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td>Any four (4No) projects of related nature but not same complexity e.g. water piping, hoisted water works, installation of rails and railing systems OR</td>
<td>12</td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td>Any four unrelated works e.g. buildings etc.</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>d.</td>
<td>No submission in details works undertaken</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>KEY PERSONNEL</td>
<td>Max 20</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Technical skill in terms of human resource. Attach CVs and certified copies of academic certificates detailing qualifications of at least (3) key personnel who shall be involved in this assignment. The persons must be working with the organization or sign an undertaking to work with the firm by the time of submitting this tender. Each of the 5 personnel will be evaluated on the following parameters:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a.</td>
<td>Site Agent (Max 10 marks) Technical qualification (4) Experience in years (4) Registration with relevant professional body (2)</td>
<td>10</td>
<td></td>
</tr>
</tbody>
</table>
### Tender for Lomut Multi-Fruit Processing Line

#### April, 2021

---

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>POINT SCORE SCALE</th>
<th>Evaluation Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>b.</td>
<td>Mechanical engineer (Max 5 marks)</td>
<td>Technical qualification (2) Experience in years (2) Registration with relevant professional body (1)</td>
<td>5</td>
</tr>
<tr>
<td>C</td>
<td>Electrical engineer (Max 5 marks)</td>
<td>Technical qualification (2) Experience in years (2) Registration with relevant professional body (1)</td>
<td>5</td>
</tr>
</tbody>
</table>

#### 3 PLANT AND EQUIPMENT

Max 10

<table>
<thead>
<tr>
<th>Relevant Equipment</th>
<th>Showing evidence of ownership Owned/Leased (Max 5 marks) each 0.5 Marks</th>
<th>Listing the required equipment (0.5 point for each equipment, maximum of five)</th>
<th>0-10</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Lorry</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Pick Up</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Fabrication equipment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. calibrated leak test tools</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>e. PPE Equipment’s</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### 4 WORK METHODOLOGY

Max 10

<table>
<thead>
<tr>
<th>Program of the project</th>
<th>0-2.5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Detailed Methodology</td>
<td>0-2.5</td>
</tr>
<tr>
<td>Proposed Equipment</td>
<td>0-2.5</td>
</tr>
<tr>
<td>Scheduling/Work statement</td>
<td></td>
</tr>
<tr>
<td>Methodology on safety</td>
<td>0-2.5</td>
</tr>
<tr>
<td>during the installation period</td>
<td></td>
</tr>
</tbody>
</table>

#### 5 FINANCIAL CAPACITY

Max 20

<table>
<thead>
<tr>
<th>Audited financial statements for the last three years (2018, 2019 &amp; 2020)</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Line of credit or indication of self-financing</td>
<td>5</td>
</tr>
<tr>
<td>Positive current (Assets/Liability) ratio</td>
<td>5</td>
</tr>
<tr>
<td>Average annual Turnover of the last 3 years, which must be above this contract amount.</td>
<td>5</td>
</tr>
</tbody>
</table>

TOTAL                       MAX 100

---

Any bidder who scores 70 points and above in this Technical Evaluation shall be considered for further evaluation.
STAGE 3 - FINANCIAL EVALUATION

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

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

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

STAGE 4 – DUE DILIGENCE & RECOMMENDATION FOR AWARD

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

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

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

Particulars of performance security 5% of Contract sum.
SECTION V: CONDITIONS OF CONTRACT

1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“A Variation” is an instruction given by the Project Manager which varies the Works.
“The Works” are what the Contract requires the Contractor to supply, install, test and handover to the Employer, as defined in the Appendix to Conditions of Contract.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning in English Language unless specifically defined. The Project Manager shall provide instructions clarifying queries about these Conditions of Contract.

2.2 If sectional completion is specified in the Appendix to Conditions of Contract, reference in the Conditions of Contract to the Works, the Completion Date and the Intended Completion Date apply to any section of the Works (other than references to the Intended Completion Date for the whole of the Works).

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

(1) Agreement,

(2) Letter of Acceptance,

(3) Contractor’s Tender,

(4) Appendix to Conditions of Contract,

(5) Conditions of Contract,

(6) Specifications,

(7) Drawings,

(8) Bill of Quantities,

(9) Any other documents listed in the Appendix to Conditions Of Contract as forming part of the Contract.

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

3. Language and Law

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

4. Project Manager’s Decisions

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

5. Delegation

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

6. Communications

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

7. Subcontracting

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

8. Other Contractors

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

9. Personnel

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

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

11. Safety and Temporary Works

11.1 The Contractor shall be responsible for the design of temporary works. However before erecting the same, he shall submit his designs including specifications and drawings to the Project Manager and to any other relevant third parties for their approval. No erection of temporary works shall be done until such approvals are obtained.

11.2 The Project Manager’s approval shall not alter the Contractor’s responsibility for design of the Temporary works and all drawings prepared by the Contractor for the execution of the temporary or permanent Works, shall be subject to prior approval by the Project Manager before they can be used.

11.3 The Contractor shall be responsible for the safety of all activities on the Site.

12. Discoveries

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

13. Work Program

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

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

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

15. **Access to Site**

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

16. **Instructions**

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

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

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

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

18. **Management Meetings**

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

19. **Early Warning**

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

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

20. **Defects**

20.1 The Project Manager shall inspect the Contractor’s work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor’s responsibilities. The Project Manager may instruct the Contractor to search for a defect and to uncover and test any Work that the Project Manager considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor. However, if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.

20.2 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract. The Defects Liability Period shall be extended for as long as defects remain to be corrected.

20.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Project Manager’s notice. If the Contractor has not corrected a defect within the time specified in the Project Manager’s notice, the Project Manager shall assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

21. **Bills of Quantities**

21.1 The Bills of Quantities shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor shall be paid for the quantity of the Work done at the rate in the Bills of Quantities for each item.

21.2 If the final quantity of the Work done differs from the quantity in the Bills of Quantities for the particular item by more than 25 percent and provided the change exceeds 1 percent of the Initial Contract price, the Project Manager shall adjust the rate to allow for the change.

21.3 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bills of Quantities.

22. **Variations**

22.1 All variations shall be included in updated programs produced by the Contractor.

22.2 The Contractor shall provide the Project Manager with a quotation for carrying out the variations when requested to do so. The Project Manager shall assess the quotation,
which shall be given within seven days of the request or within any longer period as may be stated by the Project Manager and before the Variation is ordered.

22.3 If the work in the variation corresponds with an item description in the Bills of Quantities and if in the opinion of the Project Manager, the quantity of work is not above the limit stated in Clause 21.2 or the timing of its execution does not cause the cost per unit of quantity to change, the rate in the Bills of Quantities shall be used to calculate the value of the variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the variation does not correspond with items in the Bills of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.

22.4 If the Contractor’s quotation is unreasonable, the Project Manager may order the variation and make a change to the Contract price, which shall be based on the Project Manager’s own forecast of the effects of the variation on the Contractor’s costs.

22.5 If the Project Manager decides that the urgency of varying the Work would prevent a quotation being given and considered without delaying the Work, no quotation shall be given and the variation shall be treated as a Compensation Event.

22.6 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

22.7 When the Program is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast.

23. Payment Certificates, Currency of Payments and Advance payments

23.1 The Contractor shall submit to the Project Manager monthly applications for payment giving sufficient details of the Work done and materials on Site and the amounts which the Contractor considers himself to be entitled to. The Project Manager shall check the monthly application and certify the amount to be paid to the Contractor within 14 days. The value of Work executed and payable shall be determined by the Project Manager.

23.2 The value of Work executed shall comprise the value of the quantities of the items in the Bills of Quantities completed, materials delivered on Site, variations and compensation events. Such materials shall become the property of the Employer once the Employer has paid the Contractor for their value. Thereafter, they shall not be removed from Site without the Project Manager’s instructions except for use upon the Works.

23.3 Payments shall be adjusted for deductions for retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of issue of each certificate. If the Employer makes a late payment, the Contractor shall be paid simple interest on the late payment in the next payment. Interest shall be calculated on the basis of number of days delayed at a rate three percentage points above the Central Bank of Kenya’s average rate for base lending prevailing as of the first day the payment becomes overdue.
23.4 If an amount certified is increased in a later certificate or as a result of an award by an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

23.5 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

23.6 The Contract Price shall be stated in Kenya Shillings. All payments to the Contractor shall be made in Kenya Shillings and foreign currency in the proportion indicated in the tender, or agreed prior to the execution of the Contract Agreement and indicated therein. The rate of exchange for the calculation of the amount of foreign currency payment shall be the rate of exchange indicated in the Appendix to Conditions of Contract. If the Contractor indicated foreign currencies for payment other than the currencies of the countries of origin of related goods and services the Employer reserves the right to pay the equivalent at the time of payment in the currencies of the countries of such goods and services. The Employer and the Project Manager shall be notified promptly by the Contractor of an changes in the expected foreign currency requirements of the Contractor during the execution of the Works as indicated in the Schedule of Foreign Currency Requirements and the foreign and local currency portions of the balance of the Contract Price shall then be amended by agreement between Employer and the Contractor in order to reflect appropriately such changes.

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

a) On signature of the Contract, the Contractor shall at his request, and without furnishing proof of expenditure, be entitled to an advance of 10% (ten percent) of the original amount of the Contract. The advance shall not be subject to retention money.

b) No advance payment may be made before the Contractor has submitted proof of the establishment of deposit or a directly liable guarantee satisfactory to the Employer in the amount of the advance payment. The guarantee shall be in the same currency as the advance.

c) Reimbursement of the lump sum advance shall be made by deductions from the Interim payments and where applicable from the balance owing to the Contractor. Reimbursement shall begin when the amount of the sums due under the Contract reaches 20% of the original amount of the Contract. It shall have been completed by the time 80% of this amount is reached.
The amount to be repaid by way of successive deductions shall be calculated by means of the formula:

\[ R = \frac{A(x_1 - x_{11})}{80-20} \]

Where

\( R = \) the amount to be reimbursed

\( A = \) the amount of the advance which has been granted

\( X_1 = \) the amount of proposed cumulative payments as a percentage of the original amount of the Contract. This figure shall exceed 20% but not exceed 80%.

\( X_{11} = \) the amount of the previous cumulative payments as a percentage of the original amount of the Contract. This figure shall be below 80% but not less than 20%.

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

24. Compensation Events

24.1 The following issues shall constitute Compensation Events:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Appendix to Conditions of Contract.

(b) The Employer modifies the List of Other Contractors, etc., in a way that affects the Work of the Contractor under the Contract.

(c) The Project Manager orders a delay or does not issue drawings, specifications or instructions required for execution of the Works on time.

(d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon the Work, which is then found to have no defects.

(e) The Project Manager unreasonably does not approve a Contract to be let.

(f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to tenderers (including the Site investigation reports), from information available publicly and from a visual inspection of the Site.
(g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer or additional work required for safety or other reasons.

(h) Other Contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.

(i) The effects on the Contractor of any of the Employer’s risks

(j) The Project Manager unreasonably delays issuing a Certificate of Completion.

(k) Other compensation events described in the Contract or determined by the Project Manager shall apply.

24.2 If a compensation event would cause additional cost or would prevent the Work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

24.3 As soon as information demonstrating the effect of each compensation event upon the Contractor’s forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor’s forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager’s own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

24.4 The Contractor shall not be entitled to compensation to the extent that the Employer’s interests are adversely affected by the Contractor not having given early warning or not having co-operated with the Project Manager.

24.5 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the Appendix to Conditions of Contract.

24.6 The Contractor shall give written notice to the Project Manager of his intention to make a claim within thirty days after the event giving rise to the claim has first arisen. The claim shall be submitted within thirty days thereafter. Provided always that should the event giving rise to the claim of continuing effect, the Contractor shall submit an interim claim within the said thirty days and a final claim within thirty days of the end of the event giving rise to the claim.
25. **Price Adjustment**

25.1 The Project Manager shall adjust the Contract Price if taxes, duties and other levies are changed between the date 30 days before the submission of tenders for the Contract and the date of Completion. The adjustment shall be the change in the amount of tax payable by the Contractor.

25.2 The Contract Price shall be deemed to be based on exchange rates current at the date of tender submission in calculating the cost to the Contractor of materials to be specifically imported (by express provisions in the Contract Bills of Quantities or Specifications) for permanent incorporation in the Works. Unless otherwise stated in the Contract, if at any time during the period of the Contract exchange rates shall be varied and this shall affect the cost to the Contractor of such materials, then the Project Manager shall assess the net difference in the cost of such materials. Any amount from time to time so assessed shall be added to or deducted from the Contract Price, as the case may be.

25.3 Unless otherwise stated in the Contract, the Contract Price shall be deemed to have been calculated in the manner set out below and in sub-clauses 25.4 and 25.5 and shall be subject to adjustment in the events specified thereunder;

(i) The prices contained in the Contract Bills of Quantities shall be deemed to be based upon the rates of wages and other emoluments and expenses as determined by the Joint Building Council of Kenya (J.B.C.) and set out in the schedule of basic rates issued 30 days before the date for submission of tenders. A copy of the schedule used by the Contractor in his pricing shall be attached in the Appendix to Conditions of Contract.

(ii) Upon J.B.C. determining that any of the said rates of wages or other emoluments and expenses are increased or decreased, then the Contract Price shall be increased or decreased by the amount assessed by the Project Manager based upon the difference, expressed as a percentage, between the rate set out in the schedule of basic rates issued 30 days before the date for submission of tenders and the rate published by the J.B.C. and applied to the quantum of labour incorporated within the amount of Work remaining to be executed at the date of publication of such increase or decrease.

(iii) No adjustment shall be made in respect of changes in the rates of wages and other emoluments and expenses which occur after the date of Completion except during such other period as may be granted as an extension of time under clause 17.0 of these Conditions.

25.4 The prices contained in the Contract Bills of Quantities shall be deemed to be based upon the basic prices of materials to be permanently incorporated in the Works as determined by the J.B.C. and set out
in the schedule of basic rates issued 30 days before the date for submission of
tenders. A copy of the schedule used by the Contractor in his pricing shall be
attached in the Appendix to Conditions of Contract.

25.5 Upon the J.B.C. determining that any of the said basic prices are increased or
decreased then the Contract Price shall be increased or decreased by the
amount to be assessed by the Project Manager based upon the difference
between the price set out in the schedule of basic rates issued 30 days before
the date for submission of tenders and the rate published by the J.B.C. and
applied to the quantum of the relevant materials which have not been taken
into account in arriving at the amount of any interim certificate under clause
23 of these Conditions issued before the date of publication of such increase or
decrease

25.6 No adjustment shall be made in respect of changes in basic prices of materials
which occur after the date for Completion except during such other period as
may be granted as an extension of time under clause 17.0 of these Conditions.

25.7 The provisions of sub-clause 25.1 to 25.2 herein shall not apply in respect of
any materials included in the schedule of basic rates.

26. Retention

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

27. Liquidated Damages

27.1 The Contractor shall pay liquidated damages to the Employer at the rate stated
in the Appendix to Conditions of Contract for each day that the actual
Completion Date is later than the Intended Completion Date. The Employer
may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not alter the Contractor’s liabilities.

27.2 If the Intended Completion Date is extended after liquidated damages have been
paid, the Project Manager shall correct any overpayment of liquidated
damages by the Contractor by adjusting the next payment certificate. The
Contractor shall be paid interest on the overpayment, calculated from the date
of payment to the date of repayment, at the rate specified in Clause
23.30

28. Securities

28.1 The Performance Security shall be provided to the Employer no
later than the date specified in the Letter of Acceptance and shall be issued in
an amount and form and by a reputable bank acceptable to the Employer, and
denominated in Kenya Shillings. The Performance Security shall be valid until a date 30 days beyond the date of issue of the Certificate of completion.
29.1 If applicable, the Dayworks rates in the Contractor’s tender shall be used for small additional amounts of Work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

29.2 All work to be paid for as Dayworks shall be recorded by the Sub-contractor on Forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the Work being done.

29.3 The Contractor shall be paid for Dayworks subject to obtaining Signed Dayworks forms.

30. Liability and Insurance

30.1 From the Start Date until the Defects Correction Certificate has been issued, the following are the Employer’s risks:

(a) The risk of personal injury, death or loss of or damage to property (excluding the Works, Plant, Materials and Equipment), which are due to;

(i) Use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works, or

(ii) Negligence, breach of statutory duty or interference with any legal right by the Employer or by any person employed by or Contracted to him except the Contractor.

(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in Employer’s design, or due to war or radioactive contamination directly affecting the place where the Works are being executed.

30.2 From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is the Employer’s risk except loss or damage due to:

(a) A defect which existed on or before the Completion Date.

(b) An event occurring before the Completion Date, which was not itself the Employer’s risk

(c) The activities of the Contractor on the Site after the Completion date.

30.3 From the Start Date until the Defects Correction Certificate has been issued, the risks of personal injury, death and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer’s risk are Contractor’s risks.
The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts stated in the Appendix to Conditions of Contract for the following events;

(a) Loss of or damage to the Works, Plant, and Materials;
(b) Loss of or damage to Equipment;
(c) Loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract, and
(d) Personal injury or death.

30.4 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager’s approval before the Start Date. All such insurance shall provide for compensation required to rectify the loss or damage incurred.

30.5 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

30.6 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager. Both parties shall comply with any conditions of insurance policies.

31. Completion and taking over

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

32. Final Account

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

33.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to, the following:

(a) The Contractor stops work for 30 days when no stoppage of work is shown on the current program and the stoppage has not been authorised by the Project Manager;

(b) The Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;

(c) The Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) A payment certified by the Project Manager is not paid by The Employer to the Contractor within 30 days (for Interim Certificate) or 60 days (for Final Certificate) of issue.

(e) The Project Manager gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;

(f) The Contractor does not maintain a security, which is required.

33.2 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under Clause 33.1 above, the Project Manager shall decide whether the breach is fundamental or not.

33.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.

33.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible. The Project Manager shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site.

34. Payment upon Termination

34.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the Work done and materials ordered and delivered to Site up to the date of the issue of the certificate. Additional liquidated damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable by the Contractor.
34.2 If the Contract is terminated for the Employer’s convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the Work done, materials ordered, the reasonable cost of removal of equipment, repatriation of the Contractor’s personnel employed solely on the Works, and the Contractor’s costs of protecting and securing the works.

34.3 The Employer may employ and pay other persons to carry out and complete the Works and to rectify any defects and may enter upon the Works and use all materials on the Site, plant, equipment and temporary works.

34.4 The Contractor shall, during the execution or after the completion of the Works under this clause remove from the Site as and when required, within such reasonable time as the Project Manager may in writing specify, any temporary buildings, plant, machinery, appliances, goods or materials belonging to or hired by him, and in default the Employer may (without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor. Until after completion of the Works under this clause the Employer shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefore the Project Manager shall certify the amount of expenses properly incurred by the Employer and, if such amount added to the money paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract the difference shall be a debt payable to the Employer by the Contractor; and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

35. **Release from Performance**

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

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

The Contractor shall not;

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

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

37. Settlement of Disputes

37.1 In case any dispute or difference shall arise between the Employer or the Project Manager on his behalf and the Contractor, either during the progress or after the completion or termination of the Works, such dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman or Vice Chairman of any of the following professional institutions;

(i) Architectural Association of Kenya

(ii) Institute of Quantity Surveyors of Kenya

(iii) Association of Consulting Engineers of Kenya

(iv) Chartered Institute of Arbitrators (Kenya Branch)

(v) Institution of Engineers of Kenya

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

37.2 The arbitration may be on the construction of this Contract or on any matter or thing of whatsoever nature arising thereunder or in connection therewith, including any matter or thing left by this Contract to the discretion of the Project Manager, or the withholding by the Project Manager of any certificate to which the Contractor may claim to be entitled to or the measurement and valuation referred to in clause 23.0 of these conditions, or the rights and liabilities of the parties subsequent to the termination of Contract.

37.3 Provided that no arbitration proceedings shall be commenced on any dispute or difference where notice of a dispute or difference has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.
37.4 Notwithstanding the issue of a notice as stated above, the arbitration of such a dispute or difference shall not commence unless an attempt has in the first instance been made by the parties to settle such dispute or difference amicably with or without the assistance of third parties. Proof of such attempt shall be required.

37.5 Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Works or abandonment of the Works or termination of the Contract by either party:

37.5.1 The appointment of a replacement Project Manager upon the said person ceasing to act.
37.5.2 Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions.
37.5.3 Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
37.5.4 Any dispute or difference arising in respect of war risks or war damage.

37.6 All other matters shall only be referred to arbitration after the completion or alleged completion of the Works or termination or alleged termination of the Contract, unless the Employer and the Contractor agree otherwise in writing.

37.7 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.

37.8 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.

37.9 The award of such Arbitrator shall be final and binding upon the parties.

38. Alternative Dispute Resolution

38.1 Pursuant to clause 37 of these Conditions of Contract, it shall be a condition that no dispute shall be referred to arbitration unless and until the matter has been dealt with through Alternative Dispute Resolution (ADR) mechanism.

38.2 The person or persons to conduct the Alternative Resolution shall be agreed upon between the parties.

38.3 The Alternative Dispute Resolution shall involve Reconciliation, Mediation or adjudication.
### SECTION VI – APPENDIX TO CONDITIONS OF CONTRACT

**THE PROJECT MANAGER IS**

| Name:  | ……………………………………………………….. Address: ………………………………………………………... Telephone: …………………………………………………... Facsimile: …………………………………………… |
|--------|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|

The name (and identification number) of the Contract - Supply, Delivery, Installation, Testing and Commissioning of Lomut Multi-Fruit Processing Line, WEST POKOT, Tender No: CGWP/T/036/2020-2021

The Works consist of: Supply, Delivery, Installation, Testing and Commissioning of Lomut Multi-Fruit Processing Line in West Pokot

TENDER No: CGWP/ T/036/2020-2021

Other Contractors, utilities etc. to be engaged by the Employer on the site include those for the execution of:

| ……………………………………………………….. Clause 8.1 |

The Start Date shall be AGREED WITH THE CLIENT

The Intended Completion Date for the whole of the Works shall be AGREED WITH THE CLIENT

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

The period between Program updates is 14 days.

The amount to be withheld for late submission of an updated Program is THE WHOLE CERTIFICATE

The Site Possession Date shall be AGREED WITH THE CLIENT

The Site is located at ………………………………………………………..LOMUT

The Defects Liability period is 6 months.

Variations shall be in accordance with the Public Procurement and Asset Disposal Act (2015)

The payments shall be settled within 60 days from the date of receipt of the interim certificates by the Client

There shall be no payment on delayed payments

Clause 10

Clause 13

Clause 14

Clause 20

Clause 22

Clause 23.1

Clause 23.3
<table>
<thead>
<tr>
<th>Clause 23.6</th>
<th>All payments shall be made in Kenya Shillings</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clause 23.7</td>
<td>There shall be no payment in advance</td>
</tr>
<tr>
<td>Clause 25</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Clause 26</td>
<td>The proportion of payments retained is 10 percent.</td>
</tr>
<tr>
<td>Clause 27.1</td>
<td>The liquidated damages for the whole of the Works is Kshs. .......... per week or part thereof</td>
</tr>
<tr>
<td>Clause 28</td>
<td>The Performance Security shall be five percent (5%) of the Contract sum from a reputable bank recognized by the Central Bank of Kenya</td>
</tr>
<tr>
<td>Clause 30</td>
<td>The minimum insurance covers shall be;</td>
</tr>
<tr>
<td></td>
<td>1. The minimum cover for insurance of the Works and of Plant and Materials in respect of the Contractor’s liability is Contractors All Risk policy</td>
</tr>
<tr>
<td></td>
<td>2. The minimum cover for loss or damage to Equipment is NIL</td>
</tr>
<tr>
<td></td>
<td>3. Insurance to cover third party risks</td>
</tr>
<tr>
<td></td>
<td>4. The minimum for insurance of other property is KShs .................</td>
</tr>
<tr>
<td></td>
<td>5. The minimum cover for personal injury or death insurance</td>
</tr>
<tr>
<td>Clause 31</td>
<td>The Completion Period for the Works is 30 days</td>
</tr>
<tr>
<td></td>
<td>The schedule of basic rates used in pricing by the Contractor is as attached [CONTRACTOR TO ATTACH].</td>
</tr>
<tr>
<td>Clause 37.1</td>
<td>Disputes to be settled as per the Arbitration Laws of Kenya</td>
</tr>
<tr>
<td></td>
<td>Any dispute arising out of the Contract that cannot be amicably resolved between the parties shall be referred by either party to the arbitration and a final decision by a panel of a person to be agreed between the parties. Failing agreement on the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairperson of the Chartered Institute of Arbitrators – Kenya branch on the request of the applying party. The seat of arbitration shall be in Kenya.</td>
</tr>
</tbody>
</table>
SECTION VII: CONTRACT PRELIMINARIES AND GENERAL CONDITIONS

1.01 Examination of Tender Documents

The tenderer is required to check the number of pages of this document and should he find any missing or indistinct, he must inform the Engineer at once and have the same rectified.

All tenderers shall be deemed to have carefully examined the following: Work detailed in the Specification and in the Contract Drawings.

The Republic of Kenya Document “General Conditions of Contract for Electrical and Mechanical Works”.

Other documents to which reference is made.

He shall also be deemed to have included for any expenditure which may be incurred in conforming with the above items (a), (b), (c) and observe this expense as being attached to the contract placed for the whole or any part of the work.

The tenderer shall ensure that all ambiguities, doubts or obscure points of detail, are clarified with the Engineer before submission of his tender, as no claims for alleged deficiencies in the information given shall be considered after this date.

1.02 Discrepancies

The Contractor shall include all work either shown on the Contract Drawings or detailed in the specification. No claim or extra cost shall be considered for works which has been shown on the drawings or in the specification alone.

Should the drawing and the specification appear to conflict, the Contractor shall query the points at the time of tendering and satisfy himself that he has included for the work intended, as no claim for extra payment on this account shall be considered after the contract is awarded.

1.03 Conditions of Contract Agreement

The Contractor shall be required to enter into a contract with the Employer.

The Conditions of the Contract between the Main Contractor and any Contractor as hereinafter defined shall be the latest edition of the Agreement and Schedule of Conditions of Kenya Association of Building and Civil Engineering Contractors as particularly modified and amended hereinafter. For the purpose of this contract the Agreement and Schedule of Conditions and any such modifications and amendments shall read and construed together. In any event of discrepancy the modifications and amendments shall prevail.
1.04 Payment

Payment shall be made through certificates to the Main Contractor. All payments shall be less retention as specified in the Main Contract. No payment shall become due until materials are delivered to site.

1.05 Definition of Terms

Throughout these contract documents units of measurements, terms and expressions are abbreviated and wherever used hereinafter and in all other documents they shall be interpreted as follows:

i) Employer: The term “Employer” shall mean THE COUNTY GOVERNMENT OF WEST POKOT
P.O. BOX 222-30600
KAPENGURIA

ii) Architect: The term “Architect” shall mean County Architect, West Pokot County

iii) Project Manager: The term Project Manager shall mean:
CHIEF OFFICER,
INVESTMENT AND COOPERATIVE DEVELOPMENT
P.O. BOX 100- 30600
KAPENGURIA.

iv) Quantity Surveyor: The term “Quantity Surveyor” shall mean
County Quantity Surveyor, West Pokot County

v) Civil/Structural Engineers: The term “Civil/Structural Engineers” shall mean
County Civil/Structural Engineer – West Pokot County

vi) Service Engineer: This Shall mean
County Electrical / Mechanical Services Engineer – West Pokot County

vii) Main Contractor: The term “Main Contractor” shall mean the firm or company appointed to carry out the Building Works and shall include his or their heir, executors, assigns, administrators, successors, and duly appointed representatives.

Viii) Contractor: The term “Contractor” shall mean the Persons or person, firm or Company whose tender for this work has been accepted, and who has entered into a contract agreement with the Contractor for the execution of the Contract Works, and shall include his or their heirs, executors, administrators, assigns, successors and duly appointed representatives.

ix) Contract Works: The term “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 Contract and whether the same may be on site or not.
x) **Contract Drawings**: The term “Contract Drawings” shall mean those drawings required or referred to herein and forming part of the Bills of Quantities.

xi) **Working Drawings**: The term “Working Drawings” shall mean those drawings required to be prepared by the Contractor as hereinafter described.

xii) **Record Drawings**: The term “Record Drawings” shall mean those drawings required to be prepared by the Contractor showing “as installed” and other records for the Contract Works.

xiii) **Abbreviations**:
- CM shall mean Cubic Metre  
- SM shall mean Square Metre  
- LM shall mean Linear Metre  
- LS shall mean Lump Sum  
- mm shall mean Millimetres  
- No. Shall mean Number  
- Kg. shall mean Kilogramme  
- KEBS or KS shall mean Kenya Bureau of Standards  
- BS shall mean current British Standard Specification published by the British Standard Institution, 2 Park Street, London W1, England  
- “Ditto” shall mean the whole of the preceding description in which it occurs. Where it occurs in description of succeeding item it shall mean the same as in the first description of the series in which it occurs except as qualified in the description concerned. Where it occurs in brackets it shall mean the whole of the preceding description which is contained within the appropriate brackets.

1.06 **Site Location**

The site of the Contract Works is situated at Lomut, WEST POKOT.

The tenderer is recommended to visit the site and shall be deemed to have satisfied himself with regard to access, possible conditions, the risk of injury or damage to property on/or adjacent to the site, and the conditions under which the Contract Works shall have to be carried out and no claims for extras shall be considered on account of lack of knowledge in this respect.

1.07 **Duration of Contract**

The Contractor shall be required to phase his work in accordance with the Main building contractor’s programme (or its revision) but not more than six months.

1.08 **Scope of Contract Works**

The Contractor shall supply, deliver, unload, fix, test, commission and hand-over in satisfactory working order the complete installations specified hereinafter and/or as shown on the Contract Drawings attached hereto, including the provision of labour, transport and plant for unloading material and storage, and handling into position and fixing, also the supply
of ladders, scaffolding the other mechanical devices to plant, installation, painting, testing, setting to work, the removal from site from time to time of all superfluous material and rubbish caused by the works.

1.09 Extent of the Contractor’s Duties

At the commencement of the works, the contractor shall investigate and report to the Engineer if all materials and equipment to be used in the work and not specified as supplied by the others are available locally. If these materials and equipment are not available locally, the contractor shall at this stage place orders for the materials in question and copy the orders to the Engineer. Failure to do so shall in no way relieve the contractor from supplying the specified materials and equipment in time.

Materials supplied by others for installation and/or connection by the Contractor shall be carefully examined in the presence of the supplier Before installation and connection. Any defects noted shall immediately be Reported to the Engineer.

The contractor shall be responsible for verifying all dimensions relative to his work by actual measurements taken on site.

The Contractor shall mark accurately on one set of drawings and Indicate all alterations and/or modifications carried out to the designed System during the construction period. This information must be made available on site for inspection by the Engineer.

1.10 Execution of the Works

The works shall be carried out strictly in accordance with:

a) All relevant Kenya Bureau of Standards Specifications.

b) All relevant British Standard Specifications and Codes of Practice (Hereinafter referred to B.S. and C.P. respectively).

c) General specifications of materials and works Section D of this document


e) The Bye-laws of the Local Authority.

f) The Architect’s and/or Engineer’s Instructions.

The Contract Drawings and Specifications are to be read and construed together.

1.11 Validity of Tender

The tender shall remain valid for acceptance within 120 days from the final date of submission of the tender, and this has to be confirmed by signing the Tender Bond. The tenderer shall be exempted from this Bond if the tender was previously withdrawn in writing to the Employer before the official opening.

1.12 Firm – Price Contract

Unless specifically stated in the documents or the invitation to tender, this is a firm-price Contract and the Contractor must allow in his tender for the increase in the cost of labour
and/or materials during the duration of the Contract. No claims shall be allowed for increased costs arising from the fluctuations in duties and/or day to day currency fluctuations.

1.13 Variation

No alteration to the Contract Works shall be carried out until receipt by the Contractor of written instructions from the Project Manager.

Any variation from the Contract price in respect of any extra work, alteration or omission requested or sanctioned by the Engineer shall be agreed and confirmed in writing at the same time such variations are decided and shall not affect the validity of the Contract. Schedule of Unit Rates shall be used to assess the value of such variations. No allowance shall be made for loss of profit on omitted works.

Where the Architect requires additional work to be performed, the Contractor, if he considers it necessary, shall give notice within seven (7) days to the Main Contractor of the length of time he (the Contractor) requires over and above that allotted for completion of the Contract.

If the Contractor fails to give such notice he shall be deemed responsible for the claims arising from the delay occasioned by reason of such extension of time.

1.14 Prime Cost and Provisional Sums

A specialist Contractor may be nominated by the Project Manager to supply and/or install any equipment covered by the Prime Cost or Provisional Sums contained within the Contract documents.

The work covered by Prime Cost and Provisional Sums may or may not be carried out at the discretion of the Project Manager.

The whole or any part of these sums utilised by the Contractor shall be deducted from the value of the Contract price when calculating the final account.

1.15 Bond

The tenderer must submit with his tender the name of one Surety who must be an established Bank only who shall be bound to the County Government of West Pokot for an amount equal to 7½ % of the Contract amount as Clause 28 of the Conditions of Contract.

1.16 Government Legislation and Regulations

The Contractor’s attention is called to the provision of the Factory Act 1972 and subsequent amendments and revisions, and allowance must be made in his tender for compliance therewith, in so far as they are applicable.

The Contractor must also make himself acquainted with current legislation and any Government regulations regarding the movement, housing, security and control of labour, labour camps, passes for transport, etc.
The Contractor shall allow for providing holidays and transport for work people, and for complying with Legislation, Regulations and Union Agreements.

1.17 Import Duty and Value Added Tax

The Contractor shall be required to pay full Import Duty and Value Added Tax on all items of equipment, fittings and plant, whether imported or locally manufactured. The tenderer shall make full allowance in his tender for all such taxes.

1.18 Insurance Company Fees

Attention is drawn to the tenderers to allow for all necessary fees, where known, that may be payable in respect of any fees imposed by Insurance Companies or statutory authorities for testing or inspection. No allowance shall be made to the contractor with respect to fees should these have been omitted by the tenderer due to his negligence in this respect.

1.19 Provision of Services by the Main Contractor

The Main Contractor shall make the following facilities available to the Contractor:

Attendance on the Contractor and the carrying out of all work affecting the structure of the building which may be necessary, including all chasing, cutting away and making good brickwork, etc., except that all plugging for fixing, fittings, machinery, fan ducting, etc., and all drilling and tapping of steel work shall be the responsibility of the Contractor. Any purpose made fixing brackets shall not constitute Builder’s Work and shall be provided and installed by the Contractor unless stated hereinafter otherwise.

b) The provision of temporary water, lighting and power: the Contractor pay for all these services utilized.

c) Fixing of anchorage and pipe supports in the shuttering, shall be supplied by the Contractor who shall also supply the Project Manager with fully dimensioned drawings detailing the exact locations.

d) i) Provision of scaffolding, cranes, etc. It shall be the Contractor’s responsibility to liaise with the Project Manager to ensure that there is maximum co-operation with other nominated Sub-contractors in the use of scaffolding, cranes, etc.

ii) Any specialist scaffolding, cranes, etc. by the Contractor for his own exclusive use shall be paid for by the Contractor.

1.20 Suppliers

The Contractor shall submit names of any supplier for the materials to be incorporated, to the Engineer for approval. The information regarding the names of the suppliers may be submitted at different times, as may be convenient, but no sources of supply shall be changed without prior approval.

Each supplier must be willing to admit the Engineer or his representative to his premises during working hours for the purpose of examining or obtaining samples of the materials in question.
1.21 Samples and Materials Generally

The Contractor shall, when required, provide for approval at no extra cost, samples of all materials to be incorporated in the works. Such samples, when approved, shall be retained by the Engineer and shall form the standard for all such materials incorporated.

1.22 Administrative Procedure and Contractual Responsibility

Wherever within the Specification it is mentioned or implied that the Contractor shall deal direct with the Employer or Engineer, it shall mean “through the Project Manager who is responsible to the Employer for the whole of the works including the Contract works.

1.23 Bills of Quantities

The Bills of Quantities have been prepared in accordance with the standard method of measurement of Building Works for East Africa, first Edition, Metric, 1970. All the Quantities are based on the Contract Drawings and are provisional and they shall not be held to gauge or to limit the amount or description of the work to be executed by the Contractor but the value thereof shall be deducted from the Contract Sum and the value of the work ordered by the Engineer and executed thereunder shall be measured and valued by the Engineer in accordance with the conditions of the Contract.

All work liable to adjustment under this Contract shall be left uncovered for a reasonable time to allow measurements needed for such adjustment to be taken by the Quantity Surveyor or Engineer. Immediately the work is ready for measuring the Contractor shall give notice to the Quantity Surveyor or Engineer to carry out measurements before covering up. If the Contractor shall make default in these respects he shall, if the Engineer so directs, uncover the work to enable the necessary measurements to be taken and afterwards reinstate at his own expense.

1.24 Contractor’s Office in Kenya

The Contractor shall maintain (after first establishing if necessary) in Kenya an office staffed with competent Engineer Manager and such supporting technical and clerical staff as necessary to control and coordinate the execution and completion of the Contract Works.

The Engineer Manager and his staff shall be empowered by the Contractor to represent him at meetings and in discussions with the Project Manager, the Engineer and other parties who may be concerned and any liaison with the Contractor’s Head Office on matters relating to the design, execution and completion of the Contract Works shall be effected through his office in Kenya.

It shall be the Contractor’s responsibility to procure work permits, entry permits, licences, registration, etc., in respect of all expatriate staff.

The Contractor shall prepare a substantial proportion of his Working Drawings at his office in Kenya. No reasons for delays in the preparation or submission for approval or otherwise of such drawings or proposals shall be accepted on the grounds that the Contractor’s Head Office is remote from his office in Nairobi or the site of the Contract Works or otherwise.
1.25 Builder’s Work

All chasing, cutting away and making good shall be done by the Contractor. The Contractor shall mark out in advance and shall be responsible for accuracy of the size and position of all holes and chases required.

The Contractor shall drill and plug holes in floors, walls, ceiling and roof for securing services and equipment requiring screw or bolt fixings.

Any purpose made fixing brackets shall be provided and installed by the Contractor.

1.26 Structural Provision for the Works

Preliminary major structural provision has been made for the Contract Works based on outline information ascertained during the preparation of the Specification.

The preliminary major structural provision made shall be deemed as adequate unless the Contractor stated otherwise when submitting his tender.

Any major structural provision or alteration to major structural provisions required by the Contractor shall be shown on Working Drawings to be submitted to the Engineer within 30 days of being appointed.

No requests for alterations to preliminary major structural provisions shall be approved except where they are considered unavoidable by the Engineer. In no case shall they be approved if building work is so far advanced as to cause additional costs or delays in the works.

1.27 Position of Services, Plant, Equipment, Fittings and Apparatus

The Contract Drawings give a general indication of the intended layout. The position of the equipment and apparatus shall be confirmed before installation is commenced. The exact siting of appliances may vary from that indicated.

The routes of services and pipework will be by others.

1.28 Checking of Work

The Contractor shall satisfy himself to the correctness of the connections he makes to all items of equipment supplied under the Contract agreement and equipment supplied under other contracts before it is put into operation. Details of operation, working pressures, temperatures, voltages, phases, power rating, etc., shall be confirmed to others and confirmation received before the system is first operated.
1.29 Setting to Work and Regulating System

The Contractor shall carry out such tests of the Contract Works as required by British Standard Specifications, or equal and approved codes as specified hereinafter and as customary.

No testing or commissioning shall be undertaken except in the presence of and to the satisfaction of the Engineer unless otherwise stated by him (Contractor’s own preliminary and proving tests excepted).

It shall be deemed that the Contractor has included in the Contract Sum for the costs of all fuel, power, water and the like, for testing and commissioning as required as part of the Contract Works. He shall submit for approval to the Engineer a suitable programme for testing and commissioning. The Engineer and Employer shall be given ample warning in writing, as to the date on which testing and commissioning shall take place.

The Contractor shall commission the Contract Works and provide attendance during the commissioning of all services, plant and apparatus connected under the Contract Agreement or other Contract Agreements, related to the project.

Each system shall be properly balanced, graded and regulated to ensure that correct distribution is achieved and where existing installations are affected, the Contractor shall also regulate these systems to ensure that their performance is maintained.

The proving of any system of plant or equipment as to compliance with the Specification shall not be approved by the Engineer, except at his discretion, until tests have been carried out under operating conditions pertaining to the most onerous conditions specified except where the time taken to obtain such conditions is unreasonable or exceeds 12 months after practical completion of the Contract Works.

1.30 Identification of Plant Components

The Contractor shall supply and fix identification labels to all plant, starters, switches and items of control equipment including valves, with white traffolyte or equal labels engraved in red lettering, denoting its name, function and section controlled. The labels shall be mounted on equipment and in the most convenient positions. Care shall be taken to ensure the labels can be read without difficulty. This requirement shall apply also to major components of items of control equipment.
Details of the lettering of the labels and the method of mounting or supporting shall be forwarded to the Engineer for approval prior to manufacture.

1.31 Contract Drawings

The Contract Drawings when read in conjunction with the text of the Specification, have been completed in such detail as was considered necessary to enable competitive tenders to be obtained for the execution and completion of the Contract works.

The Contract Drawings are not intended to be Working Drawings and shall not be used unless exceptionally they are released for this purpose.

1.32 Working drawings

The Contractor shall prepare such Working Drawings as may be necessary. The Working Drawings shall be complete in such detail not only that the Contract Works can be executed on site but also that the Engineer can approve the Contractor’s proposals, detailed designs and intentions in the execution of the Contract Works.

If the Contractor requires any further instructions, details, Contract Drawings or information drawings to enable him to prepare his Working Drawings or proposals, the Contractor shall accept at his own cost, the risk that any work, commenced or which he intends to commence at site may be rejected.

The Engineer, in giving his approval to the Working Drawings, shall presume that any necessary action has been, or shall be taken by the Contractor to ensure that the installations shown on the Working Drawings have been cleared with the Project Manager and any other Contractors whose installations and works might be affected.

If the Contractor submits his Working Drawings to the Engineer without first liaising and obtaining clearance for his installations from the Project Manager and other Contractors whose installations and works might be affected, then he shall be liable to pay for any alterations or modification to his own, or other Contractor’s installations and works, which are incurred, notwithstanding any technical or other approval received from the Engineer.

Working Drawings to be prepared by the Contractor shall include but not be restricted to the following: Any drawings required by the Engineer to enable structural provisions to be made including Builder’s Working Drawings or Schedules and those for the detailing of holes, fixings, foundations, cables and paperwork ducting below or above ground or in or outside or below buildings.

General Arrangement Drawings of all plant, control boards, fittings and apparatus or any part thereof and of installation layout arrangement of such plant and apparatus.

Schematic Layout Drawings of services and of control equipment shall be made by others but the contractor shall indicate where the services are to be connected on his equipment.

Layout Drawings of all embedded and non-embedded pipework, ducts and electrical conduits. Complete circuit drawings of the equipment, together with associated circuit description.

Such other drawings as are called for in the text of the Specification or Schedules or as the Engineer may reasonably require.
Three copies of all Working Drawings shall be submitted to the Engineer for approval. One copy of the Working Drawings submitted to the Engineer for approval shall be returned to the Contractor indicating approval or amendment therein.

Six copies of the approved Working Drawings shall be given to the Project Manager by the Sub-contractor for information and distribution to other Contractors carrying out work associated with or in close proximity to or which might be affected by the Contract Works.

Approved Working Drawings shall not be departed from except as may be approved or directed by the Engineer.

Approval by the Engineer of Working Drawings shall neither relieve the Contractor of any of his obligations under the Contract nor relieve him from correcting any errors found subsequently in the Approved Working Drawings or other Working Drawings and in the Contract Works on site or elsewhere associated therewith.

The Contractor shall ensure that the Working Drawings are submitted to the Engineer for approval at a time not unreasonably close to the date when such approval is required. Late submission of his Working Drawings shall not relieve the Contractor of his obligation to complete the Contract Works within the agreed Contract Period and in a manner that would receive the approval of the Engineer.

1.33 Record Drawings (As Installed) and Instructions

During the execution of the Contract Works the Contractor shall, in a manner approved by the Engineer record on Working or other Drawings at site all information necessary for preparing Record Drawings of the installed Contract Works. Marked-up Working or other Drawings and other documents shall be made available to the Engineer as he may require for inspection and checking.

Record Drawings, may, subject to the approval of the Engineer, include approved Working Drawings adjusted as necessary and certified by the Contractor as a correct record of the installation of the Contract Works.

They shall include but not restricted to the following drawings or information: Working Drawings amended as necessary but titled “Record Drawings” and certified as a true record of the “As Installed” Contract Works. Subject to the approval of the Engineer such Working Drawings as may be inappropriate may be omitted.

Fully dimensioned drawings of all plant and apparatus.

General arrangement drawings of equipment, other areas containing plant forming part of the Contract Works and the like, indicating the accurate size and location of the plant and apparatus suitability cross-referenced to the drawings mentioned in (b) above and hereinafter.

Routes, types, sizes and arrangement of all pipework and ductwork including dates of installation of underground pipework.

Relay adjustment charts and manuals.

Routes, types, sizes and arrangement of all electric cables, conduits, ducts and wiring including the dates of installation of buried works.
System schematic and trunking diagrams showing all salient information relating to control and instrumentation.

**Grading Charts.**

Valve schedules and locations suitability cross-referenced. Wiring and piping diagrams of plant and apparatus.

Schematic diagrams of individual plant, apparatus and switch and control boards. These diagrams to include those peculiar to individual plant or apparatus and also those applicable to system operation as a whole.

**Operating Instruction**

Schematic and wiring diagrams shall not be manufacturer’s multipurpose general issue drawings. They shall be prepared specially for the Contract Works and shall contain no spurious or irrelevant information.

Marked-up drawings of the installation of the Contract Works shall be kept to date and completed by the date of practical or section completion. Two copies of the Record Drawings of Contract Works and two sets of the relay adjustment and grading charts and schematic diagrams on stiff backing shall be provided not later than one month later.

The Contractor shall supply for fixing in sub-stations, switch-rooms, boiler houses, plant rooms, pump houses, the office of the Maintenance Engineer and other places, suitable valve and instructions charts, schematic diagrams of instrumentation and of the electrical reticulation as may be requested by the Engineer providing that the charts, diagrams, etc., relate to installations forming part of the Contract Works. All such charts and diagrams shall be of suitable plastic material on a stiff backing and must be approved by the Engineer before final printing.

Notwithstanding the Contractor’s obligations referred to above, if the Contractor fails to produce to the Engineer’s approval, either:

- The Marked-up Drawings during the execution of the Contract Works or
- The Record Drawings, etc., within one month of the Section or Practical Completion

The Engineer shall have these drawings produced by others. The cost of obtaining the necessary information and preparing such drawings, etc., shall be recovered from the Contractor.

**1.34 Maintenance Manual**

Upon Practical Completion of the Contract Works, the Contractor shall furnish the Engineer four copies of a Maintenance Manual relating to the installation forming part of all of the Contract Works.

The manual shall be loose-leaf type, International A4 size with stiff covers and cloth bound. It may be in several volumes and shall be sub-divided into sections, each section covering one Engineering service system. It shall have a ready means of reference and a detailed index.

The manual shall contain full operating and maintenance instructions for each item of equipment, plant and apparatus set out in a form dealing systematically with each system. It shall include as may be applicable to the Contract Works the following and any other items listed in the text of the Specifications:

**System Description - Plant**

April, 2021

Schematic and Writing Diagrams of Plant and Apparatus Record Drawings, true to scale, folded to International A4 size Lists of Primary and Secondary Spares.

The manual is to be specially prepared for the Contract Works and manufacturer’s standard descriptive literature and plant operating instruction cards shall not be accepted for inclusion unless exceptionally approved by the Engineer. The Contractor shall, however, affix such cards, if suitable, adjacent to plant and apparatus. One spare set of all such cards shall be furnished to the Engineer.

1.35 Hand-over

The Contract Works shall be considered complete and the Maintenance and Defects Liability Period shall commence only when the Contract Works and supporting services have been tested, commissioned and operated to the satisfaction of the Engineer and officially approved and accepted by the Employer.

The procedure to be followed shall be as follows:

On the completion of the Contract Works to the satisfaction of the Engineer and the Employer, the Contractor shall request the Engineer, at site to arrange for handing over. The Engineer shall arrange a Hand-over Meeting or a series thereof, at site.

The Contractor shall arrange with the Engineer and Employer for a complete demonstration of each and every service to be carried out and for instruction to be given to the relevant operation staff and other representatives of the Employer.

In the presence of the Employer and the Engineer, Hand-over shall take place, subject to Agreement of the Hand-over Certificates and associated check lists.

1.36 Painting

It shall be deemed that the Contractor allowed for all protective and finish painting in the Contract Sum for the Contract Works, including colour coding of service pipework to the approval of the Engineer. Any special requirements are described in the text of the Specifications.

1.37 Spares

The Contractor shall supply and deliver such spares suitably protected and boxed to the Engineer’s approval as are called for in the Specifications or in the Price Schedules.

1.38 Testing and Inspection – Manufactured Plant

The Engineer reserves the right to inspect and test or witness of all manufactured plant equipment and materials.

The right of the Engineer relating to the inspection, examination and testing of plant during manufacture shall be applicable to Insurance companies and inspection authorities so nominated by the Engineer.

The Contractor shall give two weeks’ notice to the Engineer of his intention to carry out any inspection or tests and the Engineer or his representative shall be entitled to witness such tests and inspections.
Six copies of all test certificates and performance curves shall be submitted as soon as possible after the completion of such tests, to the Engineer for his approval.

Plant or equipment which is shipped before the relevant test certificate has been approved by the Engineer shall be shipped at the Contractor’s own risk and should the test certificate not be approved new tests may be ordered by the Engineer at the Contractor’s expense. The foregoing provisions relate to tests at manufacturer’s works and as appropriate to those carried out at site.

1.39 Testing and Inspection -Installation

Allow for testing each section of the Contract Works installation as described hereinafter to the satisfaction of the Engineer.

1.40 Labour Camps

The Contractor shall provide the necessary temporary workshop and mess-room in position to be approved by the County Architect.

The work people employed by the Contractor shall occupy or be about only that part of the site necessary for the performance of the work and the Contractor shall instruct his employees accordingly.

If practicable, W.C. accommodation shall be allocated for the sole use of the Contractor’s workmen and the Contractor shall be required to keep the same clean and disinfected, to make good any damage thereto and leave in good condition.

1.41 Storage of Materials

The Contractor shall provide storerooms and workshop where required. He shall also provide space for storage to nominated Contractors who shall be responsible for these lock-up shades or stores provided. Nominated Contractors are to be made liable for the cost of any storage accommodation provided specially for their use. No materials shall be stored or stacked on suspended slabs without the prior approval of the Project manager.

1.42 Initial Maintenance

The Contractor shall make routine maintenance once a month during the liability for the Defects Period and shall carry out all necessary adjustments and repairs, cleaning and oiling of moving parts. A monthly report of the inspection and any works done upon the installation shall be supplied to the Engineer.

The Contractor shall also provide a 24-hour break-down service to attend to faults on or malfunctioning of the installation between the routine visits of inspection.

The Contractor shall allow in the Contract Sum of the initial maintenance, inspection and break-down service and shall provide for all tools, instruments, plant and scaffolding and the transportation thereof, as required for the correct and full execution of these obligations and the provision, use or installation of all materials as oils, greases, sandpaper, etc., or parts which are periodically renewed such as brake linings etc., or parts which are faulty for any reason whatsoever excepting always Acts of God such as storm, tempest, flood, earthquake and civil revolt, acts of war and vandalism.
1.43 Maintenance and Servicing After Completion of the Initial Maintenance

The Contractor shall, if required, enter into a maintenance and service agreement with the employer for the installation for a period of up to five years from the day following the last day of the liability for Defects Period which offers the same facilities as specified in Clause 1.41 (Initial Maintenance).

The terms of any such agreement shall not be less beneficial to the employer than the terms of Agreements for either similar installation.

The Contractor shall submit with his tender for the works, where called upon a firm quotation for the maintenance and service of the installation as specified herein, which shall be based upon the present day costs and may be varied only to take into account increases in material and labour unit rate costs between the time of tendering and the signing of the formal maintenance and service agreement and which shall remain valid and open for acceptance by the Employer to and including the last day of the fifth complete calendar month following the end of the liability for Defects Period.

1.44 Trade Names

Where trade names of manufacturer’s catalogue numbers are mentioned in the Specification or the Bills of Quantities, the reference is intended as a guide to the type of article or quality of material required. Alternate brands of equal and approved quality shall be acceptable.

1.45 Water and Electricity for the Works

These shall be made available by the Contractor who shall be liable for the cost of any water or electric current used and for any installation provided especially for his own use.

1.46 Protection

The Contractor shall adequately cover up and protect his own work to prevent injury and also to cover up and protect from damage all parts of the building or premises where work is performed by him under the Contract.

1.47 Defects after Completion

The defects liability period shall be 6 months from the date of practical completion of the Works in the Contract and certified by the Engineer.

1.48 Damages for Delay

Liquidated and Ascertained damages as stated in the Contract Agreement shall be claimed against the Contract for any unauthorized delay in completion. The Contractor shall be held liable for the whole or a portion of these damages should he cause delay in completion.

1.49 Clear Away on Completion

The Contractor shall, upon completion of the works, at his own expense, remove and clear away all plant, equipment, rubbish and unused materials, and shall leave the whole of the works in a clean and tidy state, to the satisfaction of the Engineer. On completion, the whole of the works shall be delivered up clean, complete and perfect in every respect to the satisfaction of the Engineer.
1.50 Final Account

On completion of the works the Contractor shall agree with the Engineer the value of any variations outstanding and as soon as possible thereafter submit to the Engineer his final statement of account showing the total sum claimed sub-divided as follows:

Statement A - detailing the tender amounts less the Prime Cost and Provisional Sums, included therein.

Statement B - detailing all the variation orders issued on the contract.

Statement C - Summarizing statement A and B giving the net grand total due to the Contractor for the execution of the Contract.

1.51 Fair Wages

The Contractor shall in respect of all persons employed anywhere by him in the execution of the Contract, in every factory, workshop or place occupied or used by him for execution of the Contract, observe and fulfil the following conditions:

The Contractor shall pay rates of the wages and observe hours and conditions of labour not less favourable than those established for the trade or industry in the district where work is carried out.

In the absence of any rates of wages, hours or conditions of labour so established the Contractor shall pay rates and observe hours and conditions of labour are not less favourable than the general level of wages, hours and conditions observed by other employers whose general circumstances in the trade or industry in which the Contractor is engaged are similar.

1.52 Supervision

During the progress of the works, the Contractor shall provide and keep constantly available for consultation on site an experienced English-speaking Supervisor and shall provide reasonable office facilities, attendance, etc., for the Supervisor.

In addition, during the whole of the time the works are under construction, the Contractor shall maintain on site one experienced foreman or charge-hand and an adequate number of fitters, etc., for the work covered by the Specification. The number of this staff shall not be reduced without the prior written approval of the Project manager or Engineer.

Any instructions given to the Supervisor on site shall be deemed to have been given to the Contractor.

One copy of this Specification and one copy of each of the Contract Drawings (latest issue) must be retained on site at all times, and available for reference by the Engineer or Contractor.

1.53 Test Certificates

The Contractor shall provide the Engineer with three copies of all test reports or certificates that are or may be required by this Specification.

1.54 Labour

The Contractor shall provide skilled and unskilled labour as may be necessary for completion of the Contract.
1.55 Discount to the Main Contractor

No discount to any Contractor shall be included in the tender for this installation.

1.56 Guarantee

The whole of the work shall be guaranteed for a period of six months from the date of the Engineer’s certification of completion and under such guarantee the Contractor shall remedy at his expense all defects in materials and apparatus due to faulty design, construction or workmanship which may develop in that period.

1.57 Direct Contracts

Notwithstanding the foregoing conditions, the University reserves the right to place a “Direct Contract” for any goods or services required in the works which are covered by a P.C Sum in the Bills of Quantities and to pay for the same direct. In any such instance, profit relative to the P.C Sum in the priced Bills of Quantities shall be adjusted as deserved for P.C Sum allowed.

1.58 Attendance Upon the Tradesmen etc

The Contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this Contract every facility for carrying out their work and also for the use of ordinary scaffolding. The Contractor however, shall not be required to erect any special scaffolding for them.

1.59 Trade Unions

The Contractor shall recognize the freedom of his work people to be members of trade unions.

1.60 Local and other Authorities notices and fees

The Contractor shall comply with and give all notices required by any Regulations, Act or by Law of any Local Authority or of any Public Service, Company or Authority who have any jurisdiction with regard to the works or with those systems the same are or shall be connected and he shall pay and indemnify the University against any fees or charges legally demandable under any regulation or by-law in respect of the works; provided that the said fees and charges if not expressly included in the contract sum or stated by way of provisional sum shall be added to the Contract sum.

The Contractor before making any variation from the contract drawings or specification necessitated by such compliance shall give the Project Manager written notice specifying and giving the reason for such variation and applying for instructions in reference thereto.

If the Contractor within seven days of having applied for the same does not receive such instructions, he shall proceed with the works in conforming to the provision regulation or by-law in question and any variation thereby necessitated shall be deemed to be a variation in accordance to the conditions of contract.

1.61 Assignment or subletting

The Contractor shall not without the written consent of the Project Manager assign this Contract or sublet any portion of the works, provided that such consent shall not be unreasonably withheld to the prejudice of the contractor.
1.62 Partial Completion

If the Government shall take over any part or parts works, apparatus, equipment etc. then within seven days from the date on which the University shall have taken possession of the relevant part, the Project Manager shall issue a Certificate stating his estimate of the approximate total value of the works which shall be the total value of that part and practical completion of the relevant part shall be deemed to have occurred, and the Defects Liability Period in respect of the relevant part be deemed to have commenced on the date Government shall have taken possession thereof.

The Contractor shall make good any defects or other faults in the relevant part that had been deemed complete. The Contractor shall reduce the value of insurance by the full value of the relevant part. The Contractor shall be paid for the part of works taken possession by the University.

1.63 Temporary Works

Where temporal works shall be deemed necessary, such as Temporary lighting, the Contractor shall take precaution to prevent damage to such works.

The Contractor shall include for the cost of and make necessary arrangements with the Project Manager for such temporary works. For temporary lighting, electricity shall be metered and paid for by the Contract

1.64 Patent Rights

The Contractor shall fully indemnify the Government of Kenya; against any action, claim or proceeding relating to infringement of any patent or design rights, and pay any royalties which may be payable in respect of any article or any part thereof, which shall have been supplied by the Contractor to the Project Manager. In like manner the Government of Kenya shall fully indemnify the Contractor against any such action, claim or proceedings for infringement under the works, the design thereof of which shall have been supplied by the Project Manager to the Contractor, but this indemnify shall apply to the works only, and any permission or request to manufacture to the order of the Project Manager shall not relieve the Contractor from liability should he manufacture for supply to other buyers.

1.65 Mobilization and Demobilization

The Contractor shall mobilize labour plant and equipment to site according to his programme and schedule of work. He shall ensure optimum presence and utilization of labour, plant and equipment. He should not pay and maintain unnecessary labour force or maintain and service idle plant and equipment. Where necessary he shall demobilize and mobilize the labour, plant and equipment, as he deems fit to ensure optimum progress of the works and this shall be considered to be a continuous process as works progress. He shall make provision for this item in his tender. No claim shall be entertained where the contractor has not made any provision for mobilization and demobilization of labour, plant and equipment in the preliminary bills of quantities or elsewhere in this tender.

1.66 Extended Preliminaries

Where it shall be necessary to extend the contract period by the Project manager the Contractor shall still ensure availability on site, optimum labour, materials, plant and equipment. The Contractor shall make provision for extended preliminaries, should the contract period be extended and this shall be in a form of a percentage of the total Contractor works. Where called upon in the Appendix to these Preliminaries the Contractor shall insert his percentage per month for extended preliminaries that shall form basis for compensation. Lack of inserting the percentage shall mean that the Contractor has provided for this requirement elsewhere in the Bills of Quantities.
1.67 Supervision by Engineer and Site Meetings

A competent Project Engineer appointed by the Engineer as his representative shall supervise the Contract works. The Project Engineer shall be responsible for issuing all the site instructions in any variations to the works and these shall be delivered through the Contractor with the authority of the Project Manager. Any instructions given verbal shall be confirmed in writing.

The project engineer and (or) the Engineer shall attend management meetings arranged by the Project Manager and for which the Contractor or his representative shall also attend. For the purpose of supervising the project, provisional sums are provided to cover for transport and allowances. The Contractor shall in his tender allow for the provision of management meetings and site inspections, as instructed by the Engineer, and also profit and attendance on these funds. The funds shall be expended according to Project Manager’s instructions to the Contractor.

1.68 Amendment to Scope of Contract Works

No amendment to scope of Contract works is expected and in case of amendment or modification to scope of work, these shall be communicated to all tenderers in sufficient time before the deadline of the tender submission. However during the Contract period and as the works progress the Project Manager may vary the works as per conditions of Contract by issuing site instructions.

No claims shall be entertained on account of variation to scope of works either to increase the works (Pre-financing) or reduction of works (loss of profit-see clause 1.70)

1.69 Contractor Obligation and Employers Obligation

The Contractor shall finance all activities as part of his obligation to this Contract. The employer shall pay interim payment for materials and work completed on site as his obligation in this Contract, as the works progresses. No claims shall be entertained for pre-financing of the project by the Contractor, or for loss of profit (expectation loss) in case of premature termination, reduction or increase of works as the Contractor shall be deemed to have taken adequate measures in programming his works and expenditure and taken necessary financial precaution while executing the works. No interest shall be payable to the Contractor, except as relates to late payment as in the conditions of contract clause 23.3. The Contractor shall where called upon, insert his price to compensate for any of the occurrence stated here (premature termination, reduction or increase of works), as a percentage of the Contract sum in the Appendix to this section.
SECTION VIII - APPENDIX TO CONTRACT PRELIMINARIES AND GENERAL CONDITIONS

1. ADD TO CLAUSE 1.40
   There are no labour camps.

2. ADD TO CLAUSE 1.17
   Prices quoted shall include **16 % VAT**. In accordance with Government policy, 3% Withholding Tax shall be deducted from all payments made to the Contractor, and the same shall subsequently be forwarded to the Kenya Revenue Authority (KRA).

3. ADD TO CLAUSE 1.66
   The amount or percentage that may be inserted in the bills of quantities for this item should not exceed the anticipated Liquidated damages amount for the same period.
SECTION IX: SPECIFICATIONS

PART A – GENERAL MECHANICAL SPECIFICATIONS

1.01 General

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

1.02 Quality of Materials

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

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

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

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

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

1.03 Regulations and Standards

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

a) The Kenya Government Regulations.

b) Cap 356 of Meat Control Regulation, Kenya.

c) The United Kingdom Chartered Institute of Building Services Engineers (CIBSE) Guides.

d) British Standard and Codes of Practice as published by the British Standards Institution (BSI)

e) The County Government By-laws.

f) The Electricity Supply Authority By-laws.

g) KEBS – Basic Requirements for Multi-Fruit Processing Lines and specifications, edition 2017

1.04 Electrical Requirements

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

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

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

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

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

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

1.05 Transport and Storage

All plant and equipment shall, during transportation be suitably packed, crated and protected to minimize the possibility of damage and to prevent corrosion or other deterioration. On arrival at site all plant and equipment shall be examined and any damage to parts and protective priming coats made good before storage or installation.

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

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

1.06 Site Supervision

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

1.07 Installation

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

1.08.1 General

The Contractor’s attention is drawn to Part ‘C’ Clause 1.38 of the “Preliminaries and General Conditions”.

1.08.2 Material Tests

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

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

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

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

1.08.3 Manufactured Plant and Equipment – Work Tests

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

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

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

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

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

1.08.4 Pressure Testing

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

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

1.09 Colour Coding

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

1.10 Welding

1.10.1 Preparation

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

1.10.2 Method

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

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

1.10.3 Welding Code and Construction

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

**Pipe Welding**

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

**General Welding**

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

**Welders Qualifications**

Any welder employed on this Contractor shall have passed the trade tests as laid down by the Government of Kenya. The Engineer may require to see the appropriate to see the appropriate certificate obtained by any welder and should it be proved that the welder does not have the necessary qualifications the Engineer may instruct the Sub-contractor to replace him by a qualified welder.
GENERAL

1. PROCESSING LINE CAPACITIES AND DESIGN

The contractor is expected to design the multi-fruit processing line for the following daily capacities:

**Function:** To extract juice/pulp from mangoes, guava, orange (and melon) for hot fill to bottles.

**Process Capacity:**
- Up to 1000kg/hour (fruit input).
- Up to 500 litres/hour output of end product.

**Capacity basis:** Processing of uniform mangoes.

Capacities will vary depending on fruit type and condition.

*NB. Other fruits may require manual handling / preparation.*

2. RESPONSIBILITIES

The layout of the processing line and the siting of the individual items of equipment shall be the responsibility of the contractor. However, notwithstanding anything to the contrary contained in the General conditions, the contractor shall arrange the equipment to achieve smooth product and workflow. The contractor shall take full responsibility for the detailed location of the individual items of equipment, and for the correct sizing and siting thereof in relationship to the building and between one item of equipment and another including the building layout provided by others. Liaison with the main building contractor for proper location of the equipment along shall be paramount. This shall ensure that unnecessary work fatigue is eliminated, and a smooth integrated flow of production is achieved. Provide the layout design to the main contractor for incorporation.

3. TRIAL PRODUCTION

Following the satisfactory completion of the commissioning tests undertaken in terms of the General Specification, during which the Contractors shall simulate the normal operations of the processing line. This simulation shall be made in conjunction with other contractors on site and the client or his appointed representatives. The purpose of a full trial production shall be to test the processing line under full operating conditions.

The client shall provide a suitable number of a variety of fruits expected to be processed and respective technical staff for this trial production. The Processing Line Contractor shall be responsible for the co-ordination of the various other Contractors to ensure that all plant and equipment is ready and that the necessary specialist Contractor’s staff members are on standby and fully understand what is required of them during the trials. The basic procedure shall be as follows:

a. If the client is not able to supply a suitable number of fruits, the contractor shall arrange to purchase a suitable number of fruits each of the four species. These shall be delivered into the processing line twelve hours before the date set for the trial production. These fruits shall be received by the plant staff and watered for the night.

b. The following morning the first of the fruits shall be taken through each work station of the entire production process by the Client’s production staff under the guidance of the Processing Line Contractor and his staff supported by the electrical, mechanical, refrigeration and building contractors (the builder to monitor drainage and effluent lines etc).
c. During this first run, adjustments shall be made to the equipment settings where necessary and, subject to a satisfactory run, the rest of the fruits shall be processed on a continuous basis to put the full length of the line under full load test conditions.

d. The same procedure shall be adopted for the guavas, oranges and melons which shall be processed in that order following completion of the mango.

e. The various contractors shall be required to keep a careful record of any problems which arise during the trial processing so that rectification work can commence immediately after the completion of the trial processing.

f. The County Engineers shall monitor the trial processing and produce a snag list noting any problems which were recorded during the trial. This list shall be presented to the contractor within 36 hours to rectify the snags observed.

g. In the event that substantial (as opposed to minor) remedial work must be undertaken after the first trial production process all the contractors shall undertake a second trial production at a date set by the County Engineer, to prove the plant's ability to perform to specification.

h. Seven days after a satisfactory production process and the Engineer’s acceptance of any minor remedial work undertaken after the trial production, the process line shall be taken over by the client, the County Engineer shall issue a 'Taking Over Certificate' under the General Conditions of Contract. The six months liability period shall commence.

All costs and allowances required to meet the above trial production procedure must be allowed for by the Contractor at the time of tendering.

In evaluating the tenders, it shall be assumed that the Contractor shall have allowed in his price structure for all costs which he may incur during the trial production.

4. FIXINGS AND MOUNTINGS

Tenderer’s attention is drawn to the specific requirements with regard to bolting equipment to the floors or walls. All fixing bolts to be of stainless steel - chemical anchor type, any bolt projection shall be properly dressed off flush with the nut.

Before fixing plates and equipment feet are bolted into position, or during the assembly of items of equipment, the mating surfaces shall be prepared with Prestruck sealant in such a way that when the bolts are pulled down the sealant shall be squeezed out. The residue shall be cleaned off leaving a smooth small radius between the plate and the wall, floor or matching equipment face.
PART C – PARTICULAR TECHNICAL SPECIFICATION FOR CATEGORY LOMUT MULTI-FRUIT PROCESSING LINE

1. PROCESSING LINE

Items to be supplied, installed, tested and commissioned by the Process Equipment Contractor

**Function:** To extract juice/pulp from mangoes for hot fill to bottles.

**Process Capacity:**
- Up to 1000kg/hour (fruit input).
- Up to 500 litres/hour output of end product.

**Capacity basis:**
Processing of uniform mangoes.
Capacities will vary depending on fruit type and condition.
*NB. Other fruits may require manual handling / preparation.*

**Process summary:**
Inspection (manual sorting), two stage mechanical washing, fruit juice extraction, filtration, blending, de-aerating, pasteurization, bottling, cooling, labeling.

**Packaging:**
Hot filling into bottles (Packaging materials excluded), with semi-automated capping, chilling and labeling.

**Power supply:**
3 phase, 415 V, 50 Hz supply with stand-by generator set 100KVA

**Electrical Load:**
27 kW total

**Water Consumption:**
40 litres/min (intermittent)

**Design:**
Ensuring optimum efficiency and hygiene.
*TO ALLOW ADDITION OF OTHER FRUIT PROCESSING (GUAVA, ORANGES, MELON AND WATER) AT LATER STAGE.*
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>TITLE/MODEL</th>
<th>SPECIFICATION</th>
<th>FUNCTION/ QTY</th>
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</thead>
<tbody>
<tr>
<td>1.0</td>
<td>WASHING &amp; PREPARATION SYSTEM</td>
<td>Comprising:-</td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>COLLECTION BIN</td>
<td>Sturdy 200 litre glass reinforced plastic trough (food grade)</td>
<td>To handle fruit 6</td>
</tr>
<tr>
<td>1.11</td>
<td>ACCESS/FRUIT TIPPING</td>
<td>Steps and product feed guide.</td>
<td>To facilitate Tenderer to Supply crate tipping</td>
</tr>
<tr>
<td>1.2</td>
<td>ROTARY FRUIT WASHER</td>
<td>Stainless steel construction. Gentle rotary action in counter-current water flow, with cleaning process aided by fixed soft brushes. Easy access for cleaning. Variable speed. Collecting outlet for trash.</td>
<td>Removing debris from fruit following inspection 1.1 1</td>
</tr>
<tr>
<td>1.3</td>
<td>INSPECTION &amp; PREPARATION BELT</td>
<td>Stainless steel body and support legs. Food quality belt running on crowned rollers. Division panel for rejected product.</td>
<td>To facilitate manual inspection of fruit 0.75 1</td>
</tr>
<tr>
<td>1.4</td>
<td>FRUIT ELEVATOR</td>
<td>Stainless steel construction - Command box for operation. Food grade cleated belting with frequency inverter. Including outlet chute. With option for rinsing.</td>
<td>Feeding the fruit to the fruit extractors Up to 1000 kg/hr 0.37 1</td>
</tr>
<tr>
<td>1.5</td>
<td>PUMP</td>
<td>All stainless steel housing and impeller construction. Centrifugal type.</td>
<td>To recirculate water through water filter 0.37 1</td>
</tr>
<tr>
<td>1.51</td>
<td>WATER FILTER</td>
<td>Stainless steel filter housing c/w replaceable bags (nominal 250, 100, 50, 25, 10 and 1 micron size available).</td>
<td>To filter recirculating wash water _ 1</td>
</tr>
<tr>
<td>1.52</td>
<td>SET WATER PIPEWORK</td>
<td>Bends and connections made from stainless steel and plastic.</td>
<td>To connect washers _ 1</td>
</tr>
<tr>
<td>2.0</td>
<td>MANGO PROCESSING LINE</td>
<td>Comprising:-</td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>ROTARY PULPER/ SIEVER</td>
<td>Double deck arrangement. All stainless steel body. Removable stainless steel perforated steel screens:- 15mm &amp; 0.8mm</td>
<td>To extract juice and pulp from the fruit (single unit only for 8 1</td>
</tr>
</tbody>
</table>
Tender for Lomut Multi-Fruit Processing Line

Rotary paddles.
Feed hopper
Collecting tray below for juice with level switch control.
Support frame.

2.11 PULPER SCREEN
All stainless steel construction
For rotary pulper/siever
1

2.12 COLLECTION BIN
Sturdy 200 litre glass reinforced plastic trough (food grade)
To collect fruit skin/pips from pulper/siever
6

2.2 FILTER
Stainless steel construction.
Self-cleaning, with scraper and sludge outlet. Including pump.
To purify the pulp/puree
1

2.21 ADDITIONAL FILTER SCREEN
All stainless steel construction - 0.25mm + blade
For filter
1

2.3 PUMP
Impellor pump head, suitable for suspended solids, in stainless steel.
Direct drive from motor with variable speed control.
To feed juice from extractor to blending
0.55

3.0 BLENDING SYSTEM
Comprising:

3.1 BLENDING TANKS
Cylindrical type with spinning type base for ease of cleaning/drainage.
Top cover with access door. Discharge pipe and valve.
Geared motor stainless steel agitator.
Stainless steel tank construction with hygienic welds. Sample valve and sight gauge.
To collect juice after extraction and act as reserve before pasteuriser
0.37
3

500 litre

3.2 MOBILE OPEN TANK
Open tank 250L with close coupled pump, pipe fittings, food grade castor wheels and control unit. Produced in food quality stainless steel.
For mixing of sugar and water before addition into system
2

250 litre

3.3 SET JUICE PIPEWORK
Bends and connections made from stainless steel and food grade plastic.
Connecting equipment
1
## 4.0 DE-AERATION SYSTEM

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stainless steel construction</td>
</tr>
<tr>
<td>Including transfer pumps to fill and discharge juice</td>
</tr>
<tr>
<td>Level control system</td>
</tr>
<tr>
<td>Liquid ring vacuum pump and controls</td>
</tr>
<tr>
<td>Viewing windows</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>kW</th>
<th>QTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>1</td>
</tr>
</tbody>
</table>

## 4.1 DE-AERATOR

- To remove air bubbles from the pulp
- Including transfer pumps to fill and discharge juice
- Level control system
- Liquid ring vacuum pump and controls
- Viewing windows

<table>
<thead>
<tr>
<th>kW</th>
<th>QTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1000 l/hr</td>
<td></td>
</tr>
</tbody>
</table>

## 4.2 PUMP

- Impeller pump head, suitable for suspended solids, in stainless steel.
- Direct drive from motor with variable speed control.
- To feed juice from de-aerator to pasteuriser

<table>
<thead>
<tr>
<th>kW</th>
<th>QTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.55</td>
<td>1</td>
</tr>
</tbody>
</table>

## 5.0 HEAT TREATMENT/ BULK FILLING SYSTEM

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>kW</th>
<th>QTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.5</td>
<td>1</td>
</tr>
</tbody>
</table>

## 5.1 HEAT EXCHANGER/ PASTEURISER

- To pasteurize the juice (inactivate enzymes and micro-organisms) for hot filling
- Diesel fired burner, with exhaust flue

<table>
<thead>
<tr>
<th>kW</th>
<th>QTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1000 litre/hr</td>
<td></td>
</tr>
</tbody>
</table>

## 5.11 EXHAUST FLUE

- Stainless steel flexible exhaust flue liner with adaptor
- To remove hot exhaust gas from pasteuriser

<table>
<thead>
<tr>
<th>kW</th>
<th>QTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

## 5.2 SET WATER PIPEWORK

- Bends and connections made from stainless steel and plastic, with valves and wash guns.
- Water ring-main system

<table>
<thead>
<tr>
<th>kW</th>
<th>QTY</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td></td>
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</tbody>
</table>

## 6.0 FINAL PACKAGING

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Made entirely of stainless steel. Reservoir for hot juice. 6x filling nozzles. Fills bottles of different sizes. Float inside the reservoir for regulation of liquid level. Total outlet valve on reservoir. Easy cleaning and washing.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>kW</th>
<th>QTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.25, 0.5 or 1.0 litre bottles</td>
<td>1</td>
</tr>
</tbody>
</table>

## 6.1 BOTTLE FILLER 6-HEAD

- To fill bottles
- Reservoir for hot juice. 6x filling nozzles. Fills bottles of different sizes. Float inside the reservoir for regulation of liquid level. Total outlet valve on reservoir. Easy cleaning and washing.

<table>
<thead>
<tr>
<th>kW</th>
<th>QTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td></td>
</tr>
</tbody>
</table>

## 6.2 BOTTLE COOLING TABLE

- Stainless steel construction
- To store bottles

<table>
<thead>
<tr>
<th>kW</th>
<th>QTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

## 7.0 PLANT SERVICES

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Totally enclosed, dust proof cabinet.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>kW</th>
<th>QTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
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</tbody>
</table>

## 7.1 CONTROL PANEL

- To operate the

<table>
<thead>
<tr>
<th>kW</th>
<th>QTY</th>
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<tbody>
<tr>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>
Tender for Lomut Multi-Fruit Processing Line

Individual circuit breakers and plant in conjunction with machine panels
Main isolator & outgoing terminals.

7.11 ISOLATOR
Isolator wall mounted and cable from isolator to main control panel.
For incoming supply __ 1

7.12 CABLEING
Between control panels and between panel and motors.
Prewiring of the equipment __ 1

7.2 WATER TREATMENT PLANT
Progressive cascade filters: primary 316 stainless steel vessels with removable/washable filter bags and cartridge filtration system. Transfer pump with pressure and flow control UV lamp sterilisation chamber with control system. Stainless steel framework.
To treat the incoming water for use on washing fruit, cooling and wash-down of plant 2 1

7.21 WATER TANK
Heavy duty food grade plastic, with support frame.
To provide a reserve 10,000 litre 1

7.22 WATER CHILLING UNIT
Air cooled axial fan chilling machine with plate evaporator.
Alu zinc steel with epoxy powder coating.
With centrifugal pumps, compressor and storage tank.
To reduce water from 35°C to 20°C for cooling of the bottles 1

7.3 REVERSE OSMOSIS SYSTEM
Preassembled in frame, with valves, meters and control panel. Cylinder system with RO membrane.
Water softener with chemical injection system.
Removing minerals from water 1,250l/hour 1

7.4 CIP TANK
Open tank 250L with close coupled pump, pipe fittings, food grade castor wheels and control unit. Produced in food quality stainless steel.
To allow mixing of washing solution for wash down 1

7.41 CIP PUMP
Impellor pump head, suitable for suspended solids, in stainless steel.
Direct drive from motor with variable speed control.
Pumping water 1.1 for wash down of plant 1

7.5 QUALITY CONTROL ITEMS
Refractometer, PH meter and other instruments for quality control, water testing, bottles, beakers etc., gloves
To service the plant 1

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### 7.6 AIR COMPRESSOR
- High capacity/high performance screw type compressor.
- Integral refrigeration drier.
- Vertical air receiver.
- Air filter & oil/water separator.
- With fittings and ancillaries.

<table>
<thead>
<tr>
<th>QTY</th>
<th>kW</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>1</td>
</tr>
</tbody>
</table>

### 7.61 AIR LINE
- Galvanised pipe lengths and joiners, bends for site installation.
- For compressed air

### 7.7 FUEL TANK & PIPEWORK
- Plastic fuel tank. Fuel supply pipework.
- To serve the pasteuriser 500lt

### 7.8 SET OF SUNDRY ITEMS
- Tools for cleaning and maintenance of machine. (provide standard list of items)
- To service the plant

### 8.0 BOTTLE HANDLING SYSTEM
Comprising:

<table>
<thead>
<tr>
<th>Item</th>
<th>kW</th>
<th>QTY</th>
</tr>
</thead>
</table>

#### 8.1 CAPPING MACHINE
- Semi-automated machine.
- To seal bottles

#### 8.2 COOLING TANK
- Robust frame - all stainless steel construction open tank.
- Brackets with cooling spray nozzles.
- Pipework fitted for cool water.
- With level controls.
- For the cooling of the bottles after filling

#### 8.21 BOTTLE CRATES
- Plastic heavy duty crates to hold bottles underwater.
- For cooling tank

#### 8.3 LABELING MACHINE
- Semi-automated machine.
- To label bottles

### 9.0 SPARE PARTS
Comprising:

<table>
<thead>
<tr>
<th>Item</th>
<th>kW</th>
<th>QTY</th>
</tr>
</thead>
</table>

#### 9.1 STRATEGIC SPARE PARTS
- Electrical and mechanical parts. (Provide standard list of spare parts)
- For emergency standby

#### 9.2 SUNDRY ITEMS
- Water purification and filtration parts, includes bags, cartridges, carbon, UV bulb and quartz sleeve.
- Consumable parts

### 2. WHITE, YELLOW AND BROWN OVERALLS
A selection of Polyester overalls are required. Tenderer is to provide the following colours in a suitable range of sizes. Quantities shall be stated in the Bills of Quantities.

- White
- Brown
- Yellow
3. **WHITE DUST COATS/TROUSERS**

Three-quarter length Polyester dust coats (with removable buttons) and matching white trousers are to be supplied in a suitable range of sizes and quantities as per Bills of Quantities section.

4. **WHITE PLASTIC APRONS**

Supply food industry standard white reinforced plastic bib/aprons with neck string and waist tie strings. Quantities as per Bills of Quantities section.

5. **WHITE GUM BOOTS AND SAFETY BOOTS**

An approved grade of white gum boots with a suitable grip sole is required in a suitable range of sizes and quantities as per Bills of Quantities section.

6. **WHITE HARD HATS**

White hard hats with adjustable headbands are to be provided. Quantities as per Bills of Quantities section.

7. **HAND WASHING LIQUID SOAP**

20 litres of an approved Proprietary brand liquid hand washing soap is to be provided. The contractor shall fill each of the WHB soap dispensers before the trial slaughter.

8. **CLEANING CHEMICALS**

The tenderer is to recommend suitable sterilizing and cleaning chemicals for use with the hot water cleaning system provided in the design. Tenderer is to provide for the first stocking of these chemicals under this clause and supply full details of the products and the suppliers who shall be called upon the supply future requirements.

9. **SHOVELS, FORKS, RAKES, SQUEEGEES, BROOMS**

The following items are required in standard proprietary form for various areas around the plant. See Bill of Quantities.

- Shovels - large type
- Forks - large
- Rakes - large, metal Tyne
- Squeegees - rubber blade on metal
- Brooms - coarse industrial
- Broom - fine domestic

10. **FIRE SUPPRESSION SYSTEM**

Install firefighting system in the plant to include but not limited to fire extinguishers, horse reels, fire sprinkler systems etc

11. **OPERATOR TRAINING**

Provision is to be made for the full training of the Employer's operating and the maintenance staff for the period immediately prior to and during the trial production
as well as for the first 4 weeks after the date of takeover. Skilled personnel must be available on the site for the whole of this period.

Tenderers are reminded that their staff shall be fully responsible for ALL aspects of PLANT MAINTENANCE during this period.

12. OPERATING AND MAINTENANCE MANUALS

A detailed and comprehensive set of OPERATING & MAINTENANCE manuals must be provided and a firm price is to be submitted for the compilation of these manuals completed in terms of the Contract, the detailed specification and to the satisfaction of the Engineer.

The contractor is to supply 3 complete sets of Maintenance Manuals which are to be set out in such a manner that any new maintenance person, unfamiliar with that particular installation, or part thereof, shall be able to obtain the required information with the least delay. It is a prerequisite that the manuals, when compiled, are up to date and 'As Built' NOT 'as designed'.

The format for each manual should be as follows: -

- First Fly Leaf: Volume identification with contents of all volumes listed.
- Second Fly Leaf: Contents of that particular volume under sub-section A. B. C etc, including drawing numbers relative to that volume.
- Third Fly Leaf: List of suppliers with names, addresses, telephone numbers and telex numbers, and machinery which they supplied.
- Fourth Fly Leaf: A geographic guide covering the area relevant to the contents of that volume.
- Details of Plant & Machinery:

A complete list of machinery and their spare parts is to be tabulated in this section. This list must be completed in such a manner that every item of every piece of plant can be positively identified for ordering replacements. Details of all spares and supplier information is to be presented in the format shown in annexure. A.

Drawings are to be stored in plastic folders at the back of the manual.

13. WARRANTY

Tenderers to indicate warranty period for the plant (minimum of twelve months).

14. SERVICE AND MAINTENANCE

Tenderer shall maintain the complete set and associated control equipment forming the unit for a period of twelve calendar months from the date that the unit is put into commission and regular use. During this maintenance period, the tenderers shall at his own expense.

a) Make good any defects in the unit and replace any parts that fail or show signs of weakness or undue wear in consequences of faulty design, workmanship or materials.

b) Visit the site with all diligence and attend to any such defect that arises within 48 hours of receiving notification of the defect.

c) Carry out regular examination and services of the unit at the intervals laid down by the manufacturer, or every three months, whichever is the sooner, the service examination to include all necessary adjustments, greasing, oiling, cleaning, changing of lubricating oils (where necessary) to keep the unit in sound and efficient working order.
d) Instruct the maintenance personnel in the proper operation, care and maintenance of the set and its equipment.

If during the maintenance period the unit is or is likely to be out of use for a period greater than 48 hours, due to the unit or part thereof developing a defect attributable to faulty design, workmanship or materials, or due to neglect of maintenance by the tenderer, the tenderer shall at his own expense immediately provide and install on free loan a suitable temporary unit for use until the required repair or replacement has been satisfactorily undertaken and the original set (or its replacement) put to proper working order. At the end of the twelve months period of maintenance the tenderer shall (in addition to normal servicing work) carry out a compressive examination and test of the set and its auxiliaries, to ensure that the unit is in proper working order and in satisfactory condition for handing over to the Engineer/Project Manager whose representative shall be present at such examination and test.

The tenderer may be called upon to enter into maintenance contract with the Employer for the servicing the plant sets after the expiry of the initial maintenance period. The tenderer shall indicate his willingness to carry out this service at the time of tendering and shall ensure that competent personnel are available locally to be called at short notice to attend to any faults.

15. FIRE FIGHTING/PROTECTION SYSTEMS

Tenderers to ensure that they indicate key fire protection systems that will be required in Lomut Multi-fruit processing line to contain, extinguish or prevent fires from occurring or spreading in the plant. The system should include fire sprinkler systems, gaseous agents, chemical agent systems, hose reels, fire blankets, fire exit signs and fire hydrants. Ensure that the equipment meet requisite latest version of BS standards on fire protection systems.

The tenderer is advised to study the architectural working drawing for the plant when identifying the relevant fire protection systems.

Geographical Guide

It is required that a photostatically reduced plan of the various Works areas be used to form the basis of a geographical guide to various items of equipment in the different sections as listed in the manuals when made up.

For Example:

Blending Area - A photostat of one in two hundred layout of this area, simply showing a guide to motors, various items of equipment by the index number used on the spares schedule is required to be furnished.

Language

Notes and labels on equipment and proprietary equipment drawings are to be in the official language: **ENGLISH.** All other languages, foreign brochures etc are to be translated.

Drawings

a. Reduced Size Drawings
If reduced size drawings are included in the manual, then the full size drawings is to be supplied for maintenance purposes.

b. Large Drawings In Manuals
Where large drawings are included or enclosed in the manual, the drawings (larger than A2 size) are to be enclosed in a plastic cover which shall be bound into the manual. This plastic cover is to be such that the drawing can be slipped out of the cover with ease. The drawings are NOT to be bound into the manual in such a manner that the manual has to be opened up in order to remove the drawing for reference purposes.

c. Working Drawings – A1 size
A full set of clear A1 size working drawings with manufacturing dimensions is to be supplied with each set of manuals. These are required in order that spare parts may be machined for replacements without the machine having to be stripped in order to obtain measurements.

d. Drawings of Patent Machines
Example: pumps, centrifuges, etc. The drawings of this type of machinery, with exploded views and parts numbered, is to be included in the Maintenance Manuals. They are to be sufficiently clear that any spare part for that machine may be ordered from its part number or code number and that the correct spare part shall be supplied.

e. Photographs
When the manual supplied by the manufacturer contains photographs showing how a particular machine is to be stripped or assembled, then that page is to be copied in such a manner that the photograph is clearly reproduced in detail.

Special Tools
Special tools for stripping or assembling any patent machine such as pumps, centrifuges, motors, etc, are not only to be listed but are also to be supplied with that machine.

Special Maintenance Instructions
Where special maintenance instructions have been specified by the manufacturer of any machine, then these special instructions are to be included in the manuals in the relevant sections.

Certificates
Copies of all certificates shall be included in this manual. They are to cover whichever of the following items are applicable: -

a. Pressure Vessel Certificates
b. Water Meter Certificates (hot and cold)
c. Inspection certificates
d. And others as appropriate

Pressure Reducing Valves
Where pressure reducing valves are installed it is essential that the downstream pressure of each valve is listed in the Maintenance Manuals in the relevant section on the operating of the plant.

**Lubrication**

A lubrication schedule showing daily, weekly and monthly lubrication requirements is to be prepared. A complete list of the oils or greases used in each and every item of equipment is to be listed showing make, grade and whether edible oil or grease is supplied. This is to be in tabulated form.

**Penalty for Non Performance**

Penalty for Non-Performance on the part of the Contractor by virtue of non-delivery or submission of the operating and maintenance manuals:

The Engineer shall appoint a third party to undertake the compilation and presentation of the full set of manuals which in the Engineers opinion, are required to adequately describe the Works. The costs of this third party compilation of the manuals shall be for the account of the Contractor. This sum shall be deducted from monies owing to the Contractor at that time.

Should the Tenderer be in any doubt as to the Employers requirements he is requested to clarify any queries with the County Engineer.
16. CLIENT SUPPLIED EQUIPMENT

SECTION IX – BILLS OF QUANTITIES AND SCHEDULE OF UNIT RATES

This section is comprised of:

a) Special Notes
b) Statement of Compliance
c) Technical Schedule of Items to be supplied
d) Schedule of Unit Rates
e) Preliminaries and Bills of Quantities
1.0 SPECIAL NOTES

1. The Bills of Quantities form part of the Contract documents and are to be read in conjunction with the contract drawings and general specifications of materials and works.

2. The prices quoted shall be deemed to include for all obligations under the Contract including but not limited to supply of materials, labour, delivery to site, storage on site, installation, testing, commissioning and all taxes (including 16% VAT).

In accordance with Government policy, 3% Withholding Tax shall be deducted from all payments made to the Tenderer, and the same shall be forwarded to the Kenya Revenue Authority (KRA).

3 All prices omitted from any item, section or part of the Bills of Quantities shall be deemed to have been included to another item, section or part thereof.

4. The brief description of the items given in the Bills of Quantities are for the purpose of establishing a standard to which the Contractor shall adhere. Otherwise alternative brands of equal and approved quality shall be accepted.

Should the Contractor install any material not specified here in before receiving written approval from the Project Manager, the Contractor shall remove the material in question and, at his own cost, install the proper material.

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

6. Tenderers must enclose, together with their submitted tenders, detailed manufacturer’s Brochures detailing Technical Literature and specifications on all the equipment they intend to offer.
2.0 STATEMENT OF COMPLIANCE

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

b) I confirm I have not made and shall not make any payment to any person, which can be perceived as an inducement to win this tender.

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

Date: ……………………………

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

3.0 TECHNICAL SCHEDULE OF ITEMS TO BE SUPPLIED

3.1 General Notes to the Tenderer

1.1 The tenderer shall submit technical schedules for all materials and equipment upon which he has based his tender sum.

1.2 The tenderer shall also submit separate comprehensive descriptive and Performance details for all plant apparatus and fittings described in the technical schedules. Manufacturer’s literature shall be accepted. Failure to comply with this may have his tender disqualified.

1.3 Completion of the technical schedule shall not relieve the Contractor from complying with the requirements of the specifications except as may be approved by the Engineer
4.0: TECHNICAL SCHEDULE

The tenderer must complete in full the technical schedule. Apart from the information required in the technical schedule, the tenderer MUST SUBMIT comprehensive manufacturer’s technical brochures and performance details for all items listed in this schedule (fill forms attached).

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>MANUFACTURER</th>
<th>COUNTRY OF ORIGIN</th>
<th>REMARKS (Catalogue No. etc.)</th>
</tr>
</thead>
</table>

Catalogues must be attached for all the items in the schedule of material above
## 5.0 SCHEDULE OF UNIT RATES

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>KSHS.</th>
</tr>
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<tbody>
<tr>
<td>A</td>
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<tr>
<td>B</td>
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<tr>
<td>C</td>
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<tr>
<td>D</td>
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</tr>
</tbody>
</table>
6.0 PRELIMINARIES

A) PRICING OF PRELIMINARIES ITEMS.

Prices shall be inserted against item of preliminaries in the Contractor’s Bills of Quantities and specification. These Bills are designated as Bill 1 in this Section. Where the Contractor fails to insert his price in any item he shall be deemed to have made adequate provision for this on various items in the Bills of Quantities. The preliminaries form part of this contract and together with other Bills of Quantities covers for the costs involved in complying with all the requirements for the proper execution of the whole of the works in the Contract.

The Bills of Quantities are divided generally into three sections:

a. Preliminaries – No. Bill 1
Contractors preliminaries are as per those described in section C – Contractor preliminaries and conditions of contractor. The Contractor shall study the conditions and make provision to cover their cost in this Bill. The number of preliminary items to be priced by the Tenderer has been limited to tangible items such as site office, temporary works and others. However the Tenderer is free to include and price any other items he deems necessary taking into consideration conditions he is likely to encounter on site.

b. Installation Items – Other Bills
   i. The brief description of the items in these Bills of Quantities should in no way modify or supersede the detailed descriptions in the contract Drawings, conditions of contract and specifications.
   ii. The unit of measurements and observations are as per those described in the Bills of quantities the section

c. Summary

The summary contains tabulation of the separate parts of the Bills of Quantities carried forward with provisional sum, contingencies and any prime cost sums included. The Contract 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.
### BILL NO. 1 PRELIMINARIES

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Discrepancies clause 1.02</td>
</tr>
<tr>
<td>2</td>
<td>Conditions of Contract Agreement clause 1.03</td>
</tr>
<tr>
<td>3</td>
<td>Payments clause 1.04</td>
</tr>
<tr>
<td>4</td>
<td>Site location clause 1.06</td>
</tr>
<tr>
<td>5</td>
<td>Scope of Contract Works clause 1.08</td>
</tr>
<tr>
<td>6</td>
<td>Extent of the Contractor’s Duties clause 1.09</td>
</tr>
<tr>
<td>7</td>
<td>Firm price contract clause 1.12</td>
</tr>
<tr>
<td>8</td>
<td>Variation clause 1.13</td>
</tr>
<tr>
<td>9</td>
<td>Prime cost and provisional sum clause 1.14 (insert profit and attendance which is a percentage of expended PC or provisional sum.)</td>
</tr>
<tr>
<td>10</td>
<td>Bond clause 1.15</td>
</tr>
<tr>
<td>11</td>
<td>Government Legislation and Regulations clause 1.16</td>
</tr>
<tr>
<td>12</td>
<td>Import Duty and Value Added Tax clause 1.17 (Note this clause applies for materials supplied only. VAT shall also be paid by the Contractor as allowed in the summary page)</td>
</tr>
<tr>
<td>13</td>
<td>Provision of services by the Main contractor clause 1.19</td>
</tr>
<tr>
<td>14</td>
<td>Samples and Materials Generally clause 1.21</td>
</tr>
</tbody>
</table>

**SUB-TOTAL CARRIED TO PAGE 89**
<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT</th>
<th>RATE</th>
<th>AMOUNT (KSHS)</th>
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<tbody>
<tr>
<td>16</td>
<td>Supplies clause 1.20</td>
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<td>17</td>
<td>Bills of Quantities clause 1.23</td>
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</tr>
<tr>
<td>18</td>
<td>Contractor’s Office in Kenya clause 1.24</td>
<td></td>
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</tr>
<tr>
<td>19</td>
<td>Builder’s Work clause 1.25</td>
<td></td>
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</tr>
<tr>
<td>20</td>
<td>Setting to work and Regulating system clause 1.29</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Identification of plant components clause 1.30</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Working Drawings clause 1.32</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Record Drawings (As Installed) and Instructions clause 1.33</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Maintenance Manual clause 1.34</td>
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<tr>
<td>25</td>
<td>Hand over clause 1.35</td>
<td></td>
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<tr>
<td>26</td>
<td>Painting clause 1.36</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>27</td>
<td>Testing and Inspection – manufactured plant clause 1.38</td>
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<td></td>
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<tr>
<td>28</td>
<td>Testing and Inspection – Installation clause 1.39</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>Storage of Materials clause 1.41</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>Initial Maintenance clause 1.42</td>
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</tbody>
</table>

**SUB-TOTAL CARRIED TO PAGE - 89**
### BILL NO. 1 PRELIMINARIES

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT</th>
<th>RATE</th>
<th>AMOUNT (KSHS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>31</td>
<td>Attendance Upon Tradesmen, etc. (Insert percentage only) clause 1.58</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>Local and other Authorities notices and fees clause 1.60</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>Temporary Works clause 1.63</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>Patent Rights clause 1.64</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>Mobilization and Demobilization Clause 1.65</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>Extended Preliminaries Clause 1.66</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>37</td>
<td>Supervision by Engineer and Site Meetings Clause 1.67</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>38</td>
<td>Allow for profit and Attendance for the above</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>39</td>
<td>Amendment to Scope of Contract Works Clause 1.68</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>Contractor Obligation and Employers Obligation clause 1.69(see appendix page C-24)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>41</td>
<td>Any other preliminaries;</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subtotal above

Subtotal brought forward from page 87

Subtotal brought forward from page 88

**TOTAL FOR BILL NO. 1- PRELIMINARIES CARRIED FORWARD TO PRICE MAIN SUMMARY PAGE 93**
BILL NO.2

CLIENT SUPPLIED EQUIPMENT

General Notes on client supplied items:
Tenderers shall satisfy themselves as to the condition of the client supplied items by visiting the site or other such storage locations where such items are located and obtaining all necessary relevant information to their own satisfaction.

It shall be the responsibility of the tenderer to ensure that proper allowance is made for any and all necessary accessories for the proper functioning of the client supplied items. These shall include but not limited to connectors, bolts, anchors, power cords, chains, mounting plates, screws, brackets, sealants etc.

Tenderers shall be responsible for safe handling and storage of the client supplied equipment upto and including installation time, testing and commissioning of the said items.

In the pricing, tenderers shall fully allowing for taking (from client premises), delivery, installation, testing and commissioning of the mentioned client supplied equipment.

Tenderers shall also allow for 6 months maintenance period on the client supplied equipment as well as other Process Equipment, during which the tenderer shall supply all necessary spares, lubricants, etc that is necessary for maintaining the equipment in their proper functioning state.

Where such client supplied equipment require service before, during or after installation to ensure their proper functioning, it shall be the tenderer's responsibility to do so.

Description of client supplied equipment is included in the tender documents. However, it shall be the responsibility of the tenderer to verify accuracy and sufficiency of such information and to substantiate the given description where necessary.

Builder's work associated with client supplied items shall be by others.

Reticulation of Electrical and Mechanical services upto the nearest terminal point to where the equipment is to be installed shall be provided by others.
Where such client supplied equipment require networking or integration with other IT systems, tenderers shall allow for making such equipment ready for connection to or receiving such necessary service. This shall include but not limited to supplying and installing the necessary network terminals, plugs, sockets, etc that would allow for integration of the installed equipment to the IT system.

Location of the client supplied items shall be as per the tender drawings or as determined by the Services Engineer on site.

Design, Supply, delivery, installation, testing and commissioning the multi-fruit processing line to the client including all necessary accessories and parts for their proper functioning in accordance to the specifications described in this tender document.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1</td>
<td>UNIT</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL FOR LOMUT MULTI-FRUIT PROCESSING LINE C/F TO BILL NO.3 COLLECTION PAGE 93

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>
**MISCELLANOUS ITEMS**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>A set of shovel, rake, squeegee, coarse industrial broom and fine domestic broom - Clause 10.13 Polyester overalls – Clause 10.1</td>
<td>16 Set</td>
</tr>
<tr>
<td>B</td>
<td>White Colour</td>
<td>20 No.</td>
</tr>
<tr>
<td>C</td>
<td>Yellow Colour</td>
<td>30 No.</td>
</tr>
<tr>
<td>D</td>
<td>Brown Colour</td>
<td>50 No</td>
</tr>
<tr>
<td>E</td>
<td>Boots (Sizes to be determined by the Client – White Gumboots <strong>30 pairs</strong> and Safety Boots <strong>20 pairs</strong></td>
<td>50 Item</td>
</tr>
<tr>
<td>F</td>
<td>Fruit Weighing Section/crush to be used with Load Cell</td>
<td>1 Item</td>
</tr>
<tr>
<td>G</td>
<td>OPERATOR TRAINING - Clause 10</td>
<td>1 Item</td>
</tr>
<tr>
<td>H</td>
<td>OPERATING AND MAINTENANCE MANUAL Clause 11</td>
<td>1 Item</td>
</tr>
<tr>
<td>I</td>
<td>Provide maintenance and servicing for the Lomut Multi-Fruit processing line for a period of twelve (12) months after commissioning. <strong>Clause 14</strong></td>
<td>1 Item</td>
</tr>
<tr>
<td>J</td>
<td>Provide for fire protection system for the Lomut Multi Fruit Processing plant as per the building designs to include but not limited to fire extinguishers, hose reels, fire sprinkler systems etc <strong>Clause 15</strong></td>
<td>1 Item</td>
</tr>
</tbody>
</table>

**TOTAL FOR MISCELLANOUS ITEMS C/F TO BILL NO.3 COLLECTION PAGE 93**
### SUMMARY PAGE FOR LOMUT MULTI FRUIT PROCESSING LINE

Total for Preliminaries - **Bill No.1** Brought forward from **Page 89**

Total for Client Supplied equipment (Design, Supply, Delivery, Installation, Testing and Commissioning of Lomut Multi-Fruit Processing Line) - **Bill No.2** Brought forward from **Page 92**

Total for miscellaneous items- **Bill No.3** Brought forward from **Page 93**

- **Allow for Provisional Sum of Kes. 1,000,000.00** only for contingency to be omitted or expended in whole or in part at the discretion of the project manager

- **Allow for Provisional Sum of Kes. 2,500,000.00** only for supply and installation of 100KVA generator set.

- **Allow for Provisional Sum of Kes. 500,000.00** only for project consultancy services

**SUB-TOTAL**

- **16% VAT**

**TOTAL FOR LOMUT MULTI FRUIT PROCESSING LINE C/F TO FORM OF TENDER**
SECTION X: STANDARD FORMS

(i) Letter of Acceptance
(ii) Form of Agreement
(iii) Performance Bank Guarantee
(iv) Bank Guarantee for Advance Payment
(v) Qualification Information
(vi) Tender Questionnaire
(xi) Confidential Business Questionnaire
(vii) Statement of Foreign Currency Requirement
(xi) Details of Contractors
(viii) Request for Review Form
      Statement of Compliance form
1.0 SCHEDULE OF CONTRACT DRAWINGS

(SEE ATTACHED SCHEMATIC DRAWING)
LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To:

P.O Box

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
LETTER OF ACCEPTANCE [LETTERHEAD PAPER OF THE EMPLOYER]

[Date]

To: [Name of the Contractor]

[Address of the Contractor]

Dear Sir,

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

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

Authorized Signature .................................................................

Name and Title of Signatory ...........................................................

Attachment: Agreement
FORM OF AGREEMENT

THIS AGREEMENT, made the ______________ day of ____________________________, 20__________

Between ___________________________________________of [or whose registered office is situated

at]___________________________________________hereinafter called “the Employer”)

of the one part AND

_________________________________________________________of [or whose

registered office is situated at]

(Hereinafter called “the Contractor”) of the other part.

WHEREAS THE Employer is desirous that the Contractor executes

_________________________________________________________ (Name and identification number of Contract)(Hereinafter called “the Works”) located

at _____________________________ [Place/location of the Works] and the

Employer has accepted the tender submitted by the Contractor for the execution and

completion of such Works and the remedying of any defects therein for the Contract

Price of Kshs.___________________________ (Amount in figures),

Kenya Shillings______________________________ (Amount in words)

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

   (i) Letter of Acceptance

   (ii) Form of Tender

   (iii) Conditions of Contract Part I

   (iv) Conditions of Contract Part II and Appendix to Conditions of Contract
(v) Specifications

(vi) Drawings

(vii) Priced Bills of Quantities

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

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

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

The common Seal of

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

Was hereunto affixed in the presence of

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

Signed Sealed, and Delivered by the

said..............................................................................................................................

Binding Signature of

Employer................................................................................................................

Binding Signature of Contractor.............................................................................

In the presence of

(i) Name..............................................................................................................

Address.................................................................................................................

Signature...............................................................................................................  

[ii] Name.............................................................................................................

Address.................................................................................................................
PERFORMANCE BANK GUARANTEE

To: The Chief Officer
Department of Pastoral Economy
COUNTY GOVERNMENT OF WEST POKOT
P.O Box 314-30600, Kapenguria, Kenya

Dear Sir,

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

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of: Kshs. …………….…..(Amount of Guarantee in figures)
Kenya Shillings ………………………………………………………………………….
(Amount of Guarantee in words),
and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Kenya Shillings …………………………………………………………………………
…..(Amount of Guarantee in words) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank…………………………………………………………
Address………………………………………………………………...
Date ..........................................................
BANK GUARANTEE FOR ADVANCE PAYMENT

To:..................................................................................................................
   [Name of Employer] (Date)

........................................................................................................... [Address of Employer]

Gentlemen,

Ref: [name of Contract]

In accordance with the provisions of the Conditions of Contract of the above-mentioned

Contract, We,.................................................................[name and Address of Contractor], (hereinafter called “the Contractor”) shall deposit
with.................................................................[Name of Employer] a bank guarantee to guarantee his
proper and faithful performance under the said Contract in an amount of


We, [bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to [Name of Employer] on his first
demand without whatsoever right of objection on our part and without his first claim to the
Contractor, in the amount not exceeding

Kshs [Amount of Guarantee in figures]

Kenya Shillings..................................................................................................................

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

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

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

This guarantee shall remain valid and in full effect from the date of the advance payment
under the Contract until
( Name of Employer) receives full payment of the same amount from the Contract. Yours
faithfully,

Signature and Seal.................................................................
CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 – General

Business Name ................................................................. Location of business premises:

Country/Town……………… Plot

No…………………………………… Street/Road ........................... Postal

Address………………………… Tel No………………………………. Nature of Business…………………………………………………………… Current Trade Licence

No………………. Expiring date………………

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

Kenya Shillings…………………………………………………………. Name of your bankers…………………………………………………………

Branch……………………………………………………………… Part 2 (a)

– Sole Proprietor

Your name in full…………………………………………………………. Age…. Nationality……………… Country of Origin………………

Citizenship details ………………………………………………………

Part 2 (b) – Partnership

Give details of partners as follows:

<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>
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<tr>
<td>2.</td>
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<tr>
<td>3.</td>
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</tr>
</tbody>
</table>
4. ………………………………….. ………………….. …………………………………..

Part 2(c) – Registered Company

Private or Public …………………………………………………………………………. State the

nominal and issued capita of the company:

Nominal KShs………………….. Issued KShs…………………..

Give details of all directors as follows:

<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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<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
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<td>3.</td>
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<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Part 2(d) Interest in the Firm:

Is there any person/persons in the employment of COUNTY GOVERNMENT OF WEST
POKOT WHO
has interest in this firm? Yes/No ……. (Delete as necessary)

I certify that the above information is correct.

……….. …………………….. …………………….. …………………….. ……………………..
Title Signature Date

* Attach proof of citizenship
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)
STATEMENT OF FOREIGN CURRENCY REQUIREMENTS (NOT APPLICABLE)

(See Clause 23] of the Conditions of Contract)

In the event of our Tender for the execution of………………………………………………………………………………………………………………………………………………………………………
…. (Name of Contract) being accepted, we would require in accordance with Clause 21 of the Conditions of Contract, which is attached hereto, the following percentage: (Figures)………………………. (Words)…………………………

of the Contract Sum, (Less Fluctuations) to be paid in foreign currency.

Currency in which foreign exchange element is required:

Date: The …………. day of …………………………………. 20………..

Enter 0% (zero percent) if no payment shall be made in foreign currency.

Maximum foreign currency requirement shall be………………….(Percent) of the Contract Sum, less Fluctuations.

………………………………………………………………………………

(Signature of Tenderer)
DETAILS OF CONTRACTORS

If the Tenderer wishes to sublet any portions of the Works under any heading, he must give below details of the Contractors he intends to employ for each portion.

Failure to comply with this requirement may invalidate the tender.

(1) Portion of Works to be sublet:……………………………………………………………………………………………………

[i] Full name of Contractor and address of head office:………………………………………………………………………

(ii) Contractor’s experience of similar works carried out in the last 5 years with Contract value:

…………………………………………………………………………………………………………………………………………………………

(2) Portion of Works to be sublet:……………………………………………………………………………………………………

[i] Full name of Contractor and address of head office:………………………………………………………………………

[ii] Contractor’s experience of similar works carried out in the last 5 years with Contract value:

…………………………………………………………………………………………………………………………………………………………

…………………………………………………………………………………………………………………………………………………………

[Signature of Tenderer] Date
KEY PERSONNEL

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

<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>
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I certify that the above information is correct.

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CONTRACTS COMPLETED IN THE LAST FIVE (5) YEARS

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

<table>
<thead>
<tr>
<th>PROJECT NAME</th>
<th>NAME OF CLIENT</th>
<th>TYPE OF WORK AND YEAR OF COMPLETION</th>
<th>VALUE OF CONTRACT (KSHS.)</th>
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I certify that the above works were successfully carried out and completed by ourselves.

……………………….                           …………………………..

Title          Signature          Date

April 2021
**SCHEDULE OF MAJOR ITEMS OF**

**CONTRACTOR'S EQUIPMENT PROPOSED FOR CARRYING OUT THE WORKS**

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

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

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

Title Signature Date
NAME, ADDRESS AND TELEPHONE, TELEX AND FACSIMILE OF BANKS

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

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>TELEPHONE</th>
<th>TELEX</th>
<th>FACSIMILE</th>
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I certify that the above works were successfully carried out and completed by ourselves.

……………………….                           ………………………….

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Title    Signature    Date
SCHEDULE OF ON-GOING PROJECTS

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

<table>
<thead>
<tr>
<th>PROJECT NAME</th>
<th>NAME OF CLIENT</th>
<th>CONTRACT SUM</th>
<th>% COMPLETE</th>
<th>COMPLETION DATE</th>
</tr>
</thead>
</table>

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

……………………………….   ………………………………….   …………….
Title                          Signature              Date
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
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.

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

1.

2.

SIGNED ………………………………………………………………..

(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED………………………………………………………………………..

Board Secretary
NON-DEBARMENT STATEMENT FORM

I/We/Messrs………………………………………………………………………………………………………………………………………………………………………………………………………………

of……………………………………..Street/Avenue,………………………………………………..Building,
P.O. Box……………………………Code…………………………of ……………….... (Town),

……………………………………..(Nationality), Phone:………………………………

E-mail………………………………

declare that I/We /Messrs………………………………………………………………………………………………………………………………………………………………………………………………………………are not debarred from participating in public procurement by the Public Procurement Oversight Authority pursuant to section 115 of the Public Procurement and Disposal Act, 2005.

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

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

Name and Title of Authorized Signatory………………………………………………………
DETAILS OF LITIGATION OR ARBITRATION PROCEEDINGS IN WHICH THE TENDERER IS INVOLVED AS ONE OF THE PARTIES

1. 
2. 
3. 
4. 
5. 
6. 
7. 
8. 
9. 
10.
EVIDENCE OF FINANCIAL RESOURCES TO MEET QUALIFICATION REQUIREMENTS

(Cash in Hand, Lines of credit, e.t.c. List below and attach copies of supportive documents.)

1. 
2. 
3. 
4. 
5. 
6. 
7. 
8. 
9. 
10.
FINANCIAL REPORTS FOR THE LAST FIVE YEARS

(Balance sheets, Profits and Loss Statements, Auditor’s reports, etc. List below and attach copies)

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

April 2021
ANTI-CORRUPTION DECLARATION COMMITMENT/PLEDGE

(Sections 62, 65 and 66 of the PPAD Act, 2015)

I/We/Messrs.……………………………………………………………………………………Of
Street, Building, P O Box……………………………………………………………………
Contact/Phone/E mail………………………………………………………………………
Declarer that Public Procurement is based on a free and fair competitive Tendering process
which should not be open to abuse. I/We………………………………………………
decide that I/We shall not offer or facilitate, directly or indirectly, any inducement or
reward to any public officer, their relations or business associates, in connection with
Tender/Tender No ……………………………………………………………………….... for
or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature………………………………………………………………………

Name and Title of Signatory………………………………………………………………