



**KENYA INSTITUTE OF MASS COMMUNICATION**

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## **TENDER DOCUMENT**

**TENDER NO. KIMC/ G/13/2020-2021**

**FOR**

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

**CATEGORY A**

**FINANCIAL YEAR 2020-2021  
KENYA INSTITUTE OF MASS COMMUNICATION  
P.O BOX 42422-00100  
NAIROBI  
TEL: 254-0708262895**

**CLOSING DATE- 29<sup>TH</sup> OCTOBER 2020 AT 11.00 AM**

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## **Introduction**

- 1.1 This Standard Tender Document has been prepared for use by public entities in Kenya
- 1.2 The following general directions should be observed when using the document.
  - (a) Specific details should be furnished in the Invitation to Tender and in the special conditions of contract. The final documents to be provided to the tenderers should not have blank spaces or give options
  - (b) The Instructions to Tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and the appendix to instructions to tenderers.
- 1.3
  - (a) Information contained in the Invitation to Tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate and shall indicate any important tender requirements.
  - (b) The Invitation to Tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following the invitation for expression of interest for which the invitation is issued.

## SECTION I - INVITATION TO TENDER

TO:

DATE: 13<sup>TH</sup> October 2020

**RE: TENDER NO: KIMC/G/13/2019-2020 FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING, COMMISSIONING AND MAINTAINACE OF KITCHEN EQUIPMENT AT THE KENYA INSTITUTE OF MASS COMMUNICATION.**

The Kenya Institute of Mass Communication invites sealed tenders for eligible tenderers to tender for the Supply, Delivery, Installation, Testing, Commissioning and Servicing of Kitchen Equipment.

Interested Bidders may obtain further information and inspect the Tender Document for free from the Procurement Office or download the same from Kenya Institute of Mass Communication Website: [www.kimc.ac.ke](http://www.kimc.ac.ke) .

There shall be a mandatory Prebid meeting and a site survey thereafter on **22<sup>nd</sup> October 2020 from 10.00am** at the Boardroom at Kenya Institute of Mass Communication, Nairobi.

Prices quoted should be net inclusive of all taxes and duties applicable, must be in Kenya shillings and shall remain valid for 120 days from the closing date of the tender.

Duly completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number, name and as prescribed and deposited in the tender box provided at the Reception at the Kenya Institute of Mass Communication main building block. Nairobi or be addressed to: -

The Director  
Kenya Institute of Mass Communication  
P.O. Box 42422-00100

Nairobi

so as to be received on or before **Thursday 29<sup>th</sup> October, 2020 at 11.00am.**

Tenders must be accompanied by a tender Security of **Kshs.500, 000.00** in form of a bank guarantee from a reputable bank or guarantee from an insurance company approved by the Public Procurement Regulatory Authority (PPRA) payable to Kenya Institute of mass Communication.

Tender documents will be opened immediately thereafter in the presence of the Candidates who choose to attend or their representatives at the Boardroom at Kenya Institute of Mass Communication, Nairobi.

**Head of Supply Chain Management**

**KENYA INSTITUTE OF MASS COMMUNICATION**

## **SECTION II - INSTRUCTIONS TO TENDERERS**

- 1.1** The **Kenya Institute of Mass Communication** invites sealed bids from eligible candidates for Provision of Supply, Delivery, Installation, Testing, Commissioning and maintenance of Kitchen Equipment.
- 1.2** Interested eligible candidates may obtain further information from and inspect the tender documents at **Kenya Institute of Mass Communication Supplies Chain Management Uholo Road Off Mombasa Road P.O. Box 42422-00100 Nairobi** during normal working hours.
- 1.3** A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of **Ksh 1,000** in cash or Bankers cheque payable to Account No-1143244362 Kenya Commercial Bank -Kicc Branch -**Kenya Institute of Mass Communication** or down load at Kenya institute of mass communication website for **free**.
- 1.4** Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at **KIMC Administration Block Entrance on or before 29<sup>th</sup> October 2020 at 11.00am or be addressed to The Director KIMC P.O. Box 42422-00100-Nairobi**
- 1.5** 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.
- 1.6** Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **Kenya Institute of Mass Communication Nairobi**.

***Head of Supply Chain Management  
Kenya Institute of Mass Communication  
For: Director***

## SECTION II - INSTRUCTIONS TO TENDERERS

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## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1. Eligible Tenderers**

- 2.1.1 This Invitation for tenders is open to all tenderers eligible as described in the Instruction to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The Kenya Institute of Mass Communication employees including Members of the Council and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Kenya Institute of Mass Communication to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Eligible Equipment**

- 2.2.1 All equipment to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the equipment(s) are produced. Equipment are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 2.2.3 The origin of equipment is distinct from the nationality of the tenderer and shall be treated thus in the evaluation of the tender.

### **2.3 Cost of Tendering**

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Kenya Institute of Mass Communication, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall be Kshs.1, 000/= if the tender document is picked from procurement office and download is free.
- 2.3.3 Kenya Institute of Mass Communication shall allow the tenderer to review the tender document free of charge before purchase.



## **2.4. Contents of the Tender Document**

- 2.4.1 The tender document comprises of the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers
- a) Invitation to Tender
  - b) Instructions to tenderers
  - c) General Conditions of Contract
  - d) Special Conditions of Contract
  - e) Schedule of requirements
  - f) Technical Specifications
  - g) Tender Form and Price Schedules
  - h) Tender Security Form
  - i) Contract Form
  - j) Performance Security Form
  - k) Bank Guarantee for Advance Payment Form
  - l) Manufacturer's Authorization Form
  - m) Confidential Business Questionnaire
  - n) Declaration form
  - o) Request for review Form
- 2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

## **2.5 Clarification of Documents**

- 2.5.1 A prospective tenderer requiring any clarification of the tender Document may notify the Kenya Institute of Mass Communication in writing or by post at the Entity's address indicated in the Invitation to Tender. The Kenya Institute of Mass Communication will respond in writing to any request for clarification of the Tender documents, which it receives not later than seven (7) days Prior to the deadline for the submission of tenders, prescribed by the Kenya Institute of Mass Communication. Written copies of the Kenya Institute of Mass Communication response (Including an explanation of the query but without identifying the Source of inquiry) will be sent to all prospective tenderers that have received the tender document.
- 2.5.2 The Kenya Institute of Mass Communication 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.

## **2.6 Amendment of Documents**

- 2.6.1 At any time prior to the deadline for submission of tenders, the Kenya Institute of Mass Communication, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Kenya Institute of Mass Communication, at its discretion, may extend the deadline for the submission of tenders.

## **2.7 Language of Tender**

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Kenya Institute of Mass Communication, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.8 Documents Comprising of Tender**

2.8.1 The tender prepared by the tenderers shall comprise the following components

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14
- (e) Mandatory Confidential Business Questionnaire.

## **2.9 Form of Tender**

2.9.1 The tenderer shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

## **2.10 Tender Prices**

2.10.1 The tenderer shall indicate on the Price Schedule the unit prices where applicable and total tender price of the services it proposes to supply under the contract.

2.10.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.

- i. the price of the equipment quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:
- ii. charges for inland transportation, insurance, and other local costs incidental to delivery of the equipment to their final destination; and
- iii. installation charges shall also be indicated separately for each equipment.

- 2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22
- 2.10.4 Contract price variation shall not be allowed for contracts not exceeding one year (12 months).
- 2.10.5 The validity period of the tender shall be 120 days from the date of opening of the tender.

## **2.11 Tender Currencies**

- 2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.
- a) For equipment that the tenderer will supply from within Kenya, the prices shall be quoted in Kenya Shillings; and
  - b) For equipment that the tenderer will supply from outside Kenya, the prices may be quoted in US Dollars or in another freely convertible currency.
  - c) Cost of installation and commissioning will be in Kenya Shillings

## **2.12 Tenderers Eligibility and Qualifications**

- 2.12.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its Tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Kenya Institute of Mass Communication satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1.
- 2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Kenya Institute of Mass Communication's satisfaction;
- a. that, in the case of a tenderer offering to supply equipment under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the equipment, Manufacturer or producer to supply the equipment.
  - b. that the tenderer has the financial, technical, and production capability necessary to perform the contract;
  - c. that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

## **2.13 Goods Eligibility and Conformity to Tender Document**

- 2.13.1 Pursuant paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all equipment which the tenderer proposes to supply under the contract.

- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 2.13.3 The documentary evidence of conformity of the equipment to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
- a) a detailed description of the essential technical and performance characteristic of the equipment.
  - b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the equipment for a period of two (2) years, following commencement of the use of the equipment by the Procuring entity; and
  - c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 2.13.4 For purposes of the commentary to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Kenya Institute of Mass Communication's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **2.14 Tender Security**

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers
- 2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.
- 2.14.3 The tender security is required to protect the Kenya Institute of Mass Communication against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7
- 2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Kenya Institute of Mass Communication and valid for one twenty(120) days beyond the validity of the tender.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Kenya Institute of Mass Communication as non-responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of

the period of tender validity prescribed by the Kenya Institute of Mass Communication.

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the Kenya Institute of Mass Communication on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 2.27
  - or
  - (ii) to furnish performance security in accordance with paragraph 2.28

## **2.15 Validity of Tenders**

2.15.1 Tenders shall remain valid for 120 days or as specified in the Invitation to tender after the date of tender opening prescribed by the Kenya Institute of Mass Communication, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Kenya Institute of Mass Communication as non-responsive.

2.15.2 In exceptional circumstances, the Kenya Institute of Mass Communication may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.16 Format and Signing of Tender**

2.16.1 The Kenya Institute of Mass Communication shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamend printed literature, shall be initialed by the person or persons signing the tender.

2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

## **2.17 Sealing and Marking of Tenders**

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

(a) Be addressed to the Kenya Institute of Mass Communication at the address given in the Invitation to Tender:

(b) **BEAR**, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," **Thursday 29<sup>TH</sup> OCTOBER 2020 AT 11.00AM**

2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Kenya Institute of Mass Communication will assume no responsibility for the tender's misplacement or premature opening.

## **2.18 Deadline for Submission of Tenders**

2.18.1 Tenders must be received by the Kenya Institute of Mass Communication at the address specified under paragraph 2.17.2 no later than **29<sup>th</sup> October 2020 at 11.00am.**

2.18.2 The Kenya Institute of Mass Communication may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Kenya Institute of Mass Communication and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

2.18.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the Appendix.

## **2.19 Modification and Withdrawal of Tenders**

2.19.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Kenya Institute of Mass Communication prior to the deadline prescribed for submission of tenders.

2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

2.19.3 No tender may be modified after the deadline for submission of tenders.

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

2.19.5 The Kenya Institute of Mass Communication may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 The Kenya Institute of Mass Communication 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.

## **2.20 Opening of Tenders**

2.20.1 The Kenya Institute of Mass Communication will open all tenders in the presence of tenderers' representatives who choose to attend, **29th October 2020 11:00AM** and in **the Kenya Institute of Mass Communication Boardroom**.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Kenya Institute of Mass Communication, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 The Kenya Institute of Mass Communication will prepare minutes of the tender opening.

## **2.21 Clarification of Tenders**

2.21.1 To assist in the examination, evaluation and comparison of tenders the Kenya Institute of Mass Communication may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.21.2 Any effort by the tenderer to influence the Kenya Institute of Mass Communication in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.22 Preliminary Examination and Responsiveness**

2.22.1 The Kenya Institute of Mass Communication will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail.

2.22.3 The Kenya Institute of Mass Communication may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Kenya Institute of Mass Communication will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Kenya Institute of Mass Communication determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by the Kenya Institute of Mass Communication and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

## **2.23 Conversion to Single Currency**

2.23.1 Where other currencies are used, the Kenya Institute of Mass Communication will convert these currencies to Kenya Shillings using the selling exchange rate on the rate of tender closing provided by the Central Bank of Kenya.

## **2.24 Evaluation and Comparison of Tenders**

2.24.1 The Kenya Institute of Mass Communication will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The Procuring entity's evaluation of a tender will exclude and not take into account

- a) in the case of equipment manufactured in Kenya or equipment of foreign origin already located in Kenya, sales, and other similar taxes, which will be payable on the goods if a contract is awarded to the tenderer; and
- b) any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

2.24.3 The comparison shall be of the ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods.

2.24.4 The Kenya Institute of Mass Communication's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

- a) delivery and installation schedule offered in the tender;
- b) deviations in payment schedule from the specifications in the Special Conditions of Contract;
- c) the cost of components, mandatory spare parts and service;



- d) the availability in Kenya of spare parts and after-sales service for the equipment offered in the tender,

2.24.5 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

**(a) Delivery schedule**

- i. The Procuring entity requires that the equipment under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

**(b) Deviation in payment schedule**

Tenderers shall state their tender price for the payment of schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

**(c) Spare parts and after sales service facilities**

Tenderers must offer items with service and spare parts back-up. Documentary evidence and locations of such back-up must be given. Where a tenderer offers items without such back-up in the country, he must give a documentary evidence and assurance that he will establish adequate back-up for items supplied.

2.24.6 The Tender Evaluation Committee shall evaluate the tender within 30 days from the date of opening the tender.

2.24.7 The Preference where allowed in the evaluation of tenders shall not exceed 15%.

**2.25 Contacting the Procuring entity**

2.25.1 Subject to paragraph 2.21 no tenderer shall contact the Kenya Institute of Mass Communication on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.25.2 Any effort by a tenderer to influence the Kenya Institute of Mass Communication in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

**2.26 Award of Contract**

**(a) Post-qualification**

2.26.1 In the absence of pre-qualification, the Kenya Institute of Mass Communication will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.26.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Kenya Institute of Mass Communication deems necessary and appropriate.

2.26.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the tenderer's tender, in which event the Kenya Institute of Mass Communication will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) **Award Criteria**

2.26.4 the Kenya Institute of Mass Communication will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.26.5 To qualify for contract awards, the tenderer shall have the following:

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

(c) **Procuring Entity's Right to Accept or Reject Any or All Tenders**

2.26.6 The Kenya Institute of Mass Communication reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderer of the grounds for the procuring entity's action.

2.26.7 The Kenya Institute of Mass Communication may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.26.8 The Kenya Institute of Mass Communication 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.

2.26.9 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.

## **2.27 Notification of Award**

- 2.27.1 Prior to the expiration of the period of tender validity, the Kenya Institute of Mass Communication will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will signify the formation of the Contract but will have to wait until the contract is finally signed by both parties. Simultaneous other tenderers shall be notified that their tenders have not been successful.
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29, the Kenya Institute of Mass Communication will simultaneously inform the other tenderers that this tenders have not been successful.

## **2.28 Signing of Contract**

- 2.28.1 At the same time as the Kenya Institute of Mass Communication notifies the successful tenderer that its tender has been accepted, the procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.28.3 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.

## **2.29 Performance Security**

- 2.29.1 Within Thirty (30) days of the receipt of notification of award from the Kenya Institute of Mass Communication, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Kenya Institute of Mass Communication.
- 2.29.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.28 or paragraph 2.29 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Kenya Institute of Mass Communication may make the award to the next lowest evaluated Candidate or call for new tenders.

## **2.30 Corrupt or Fraudulent Practices**

- 2.30.1 The Kenya Institute of Mass Communication requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;
- (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the

detriment of the Kenya Institute of Mass Communication, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Kenya Institute of Mass Communication of the benefits of free and open competition;

2.30.2 The Kenya Institute of Mass Communication will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

## **Appendix to Instructions to Tenderers**

### **Notes on the Appendix to the Instruction to Tenderers**

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to the corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the goods to be procured and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
  - a. The information that specifies and complements provisions of Section II to be incorporated
  - b. Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the goods to be procured to be also incorporated
4. Section II should remain unchanged and can only be amended through the Appendix.
5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

## Appendix to Instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	Tender is open to suppliers dealing in Supply and Installation of Kitchen Equipment
2.14.1	Tenders must be accompanied by a Tender Security of <b>Kshs. 500,000.00, valid for 120 days</b> from a reputable bank or insurance company approved by Public Procurement Regulatory Authority (PPRA) valid from the date of tender closing in form a Bank guarantee in the attached prescribed format
2.15.1	Tender shall remain valid for 120 days after date of tender opening.
2.16	Two copies "ORIGINAL TENDER" and 'COPY OF TENDER' document will be submitted
2.18.1	Tenders to be received not later than 29 <sup>th</sup> October 2020.
	Bulky tenders which will not fit in the tender box shall be delivered and received at the Procurement Office on 1 <sup>st</sup> floor, Main Administration Block, Nairobi.
2.20.1	The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on 29 <sup>th</sup> October 2020 at 11.00 am. The place of opening will be <b>preview theatre hall.</b>
2.22.1	No correction of errors. The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way.
2.29.1	The amount of performance security is 10% of the Contract amount in form of a bank guarantee
Clarification	For any clarification on this tender, please write to: <b>Director,</b> <b>Kenya Institute of Mass Communication</b> <b>P.O. Box 42422-00100</b> <b>NAIROBI</b> At least seven (7) days before the tender closing date

## SECTION III: GENERAL CONDITIONS OF CONTRACT

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## **SECTION III - GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

- 3.1.1 In this Contract, the following terms shall be interpreted as indicated: -
- i) "The Contract" means the agreement entered into between the Kenya Institute of Mass Communication and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - ii) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
  - iii) "The Services" means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Kenya Institute of Mass Communication under the Contract.
  - iv) "The Kenya Institute of Mass Communication" means the organization sourcing for the services under this contract.
  - v) "The Contractor" means the individual or firm providing the service under this Contract.
  - vi) "GCC" means general conditions of contract contained in this section
  - vii) "SCC" means the special conditions of contract.
  - viii) "Day" means calendar year.

### **3.2 Application**

- 3.2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other part of contract.

### **3.3 Standards**

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements.

### **3.4 Patent Rights**

- 3.4.1 The tenderer shall indemnify the Kenya Institute of Mass Communication against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the service under the contract or any part thereof.

### **3.5 Performance Security**

- 3.5.1 Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Kenya Institute of Mass



Communication the performance security in the amount specified in Special Conditions of Contract.

3.5.2 The proceeds of the performance security shall be payable to the Kenya Institute of Mass Communication as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Kenya Institute of Mass Communication and shall be in the form of:

- (a) Cash
- (b) A bank guarantee
- (c) Such insurance guarantee approved by the Authority
- (d) Letter of credit.

3.5.4 The performance security will be discharged by the Kenya Institute of Mass Communication and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract.

### **3.6 Inspection and Tests**

3.6.1 The Kenya Institute of Mass Communication or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Kenya Institute of Mass Communication shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

3.6.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Kenya Institute of Mass Communication.

3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Kenya Institute of Mass Communication may reject the service, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Kenya Institute of Mass Communication.

3.6.4 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.7 Payment**

3.7.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC.

### **3.8 Prices**

3.8.1. Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary

from the prices by the tenderer in its tender or in the Kenya Institute of Mass Communication's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

### **3.9. Assignment**

3.9.1. The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Kenya Institute of Mass Communication's prior written consent.

### **3.10 Termination for default**

3.10.1 The Kenya Institute of Mass Communication may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part

- (a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Kenya Institute of Mass Communication.
- (b) if the tenderer fails to perform any other obligation(s) under the Contract.
- (c) if the tenderer, in the judgment of the Kenya Institute of Mass Communication has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.10.2 In the event the Kenya Institute of Mass Communication terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Kenya Institute of Mass Communication for any excess costs for such similar services.

### **3.11 Termination of Insolvency**

The Kenya Institute of Mass Communication may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the Kenya Institute of Mass Communication.

### **3.12 Termination for Convenience**

3.12.1 The Kenya Institute of Mass Communication by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the Kenya Institute of Mass Communication convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.12.2 For the remaining part of the contract after termination the Kenya Institute of Mass Communication may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.13 Resolution of Disputes**

3.13.1 The Kenya Institute of Mass Communication's and the contractor shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.13.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.14 Governing Language**

3.14.1 The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

### **3.15 Force Majeure**

3.15.1 The contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

### **3.16 Applicable Law**

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC.

### **3.17 Notices**

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC.

A notice shall be effective when delivered or on the notices effective date, whichever is later.

## **SECTION IV - SPECIAL CONDITIONS OF CONTRACT**

### **Notes on Special Conditions of Contract**

The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.

- (a) Information that complement provisions of Section III must be incorporated and
- (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

**SECTION IV - SPECIAL CONDITIONS OF CONTRACT**

- 4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
- 4.2. Special conditions of contract as relates to the GCC

<b>REFERENCE OF GCC</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>
	Specify performance security if applicable: <b>N/A</b>
	Specify method Payments. <b>Payment shall be after the services have been satisfactorily offered and on submission of certified invoices</b>
	Specify price adjustments allowed. <b>None</b>
	Specify resolution of disputes. <b>Disputes to be settled as per the Arbitration Laws of Kenya</b>
	Specify applicable law. <b>Laws of Kenya</b>
	Indicate addresses of both parties. <b>Client:</b> <b>The Director</b> <b>Kenya Institute of Mass Communication</b> <b>P.O. Box 42422-00100</b> <b>Nairobi</b>
Other's as necessary	Complete as necessary

## EVALUATION PROCESS AND CRITERIA

Evaluation of the Bids shall undergo 4 main stages.

- i. Preliminary Evaluation (Mandatory Requirements)
- ii. Technical Evaluation
- iii. Financial Evaluation
- iv. Recommendation for award

### i. PRELIMINARY EVALUATION (MANDATORY REQUIREMENTS)

NO	REQUIREMENTS	Responsive or Non responsive
1.	Provide copy of Company's Certificate of incorporation or Certificate of Registration.	
2.	Provide certified copy of Form CR12 from the Registrar of Companies. The company must be owned, registered in Kenya and fully owned by Kenyans.	
3.	Provide copy of the company's current Certificate of Tax Compliance including PIN Certificate issued by Kenya Revenue Authority (KRA) Valid up to the date of tender opening.	
4.	Submit a completed company's profile using the Confidential Business questionnaire format attached	
5.	Provide original bid bond (Tender Security) of KShs. 500,000.00 with validity period of at least 120 days from the date of tender opening.	
6.	Provide a valid manufacturer's letter of authorization confirming support by the equipment makers to sell/service the Kitchen Equipment's quoted in Kenya. The letter should indicate the make and country of manufacture for each equipment.	
7.	Duly Filled signed and stamped Form of Tender	
8.	Provide copy of valid business permit from county government	
9.	Dully filled, signed and stamped Confidential Business Questionnaire.	
10.	Submit separate and sealed envelopes of Technical and financial bids.	
11.	Submission of two Tender documents securely bound (Spiral or book) and clearly marked (original and (copy) by the tenderer. No loose documents will be accepted.	
12.	Provide evidence of having attended the mandatory site visit.	
13.	Submission of Declaration Form(s) duly completed and signed.	
14.	Must complete, sign & Stamp the Self declaration that the bidder/person is not debarred in the matter of public procurement.	
15.	Bid document MUST be in original and copy and MUST be sequentially serialized (paginated) on every page.	
	<b>Bidders complying with all the above Mandatory Requirements will proceed to the second stage of technical evaluation on equipment specification. Bidder not meeting any of the above mandatory requirements will NOT be evaluated further.</b>	

## Detailed Technical Requirements

This section will be marked out of 100 marks and will the technical score

NO	Description	Max. Point	Points scored
1.	<p>Compliance with Technical Specifications</p> <ul style="list-style-type: none"> <li>Compliant ----- 40 (marks)</li> <li>Non-compliant----- 0(marks)</li> </ul> <p>(Note: Tender Evaluation Committee to carryout analysis showing how decision on this requirement has been arrived at. Attach analysis on this as an Appendix)</p>	40	
2.	<p>Project delivery schedule</p> <ul style="list-style-type: none"> <li>Project delivery schedule and implementation plan ----- 3 (marks)</li> <li>Not Provided ----- 0(marks)</li> </ul>	3	
3.	<p>Spare parts and after sales service facilities</p> <ul style="list-style-type: none"> <li>Documentary evidence and locations of local service centre(s) and spares provided-----5(marks)</li> <li>Not Provided----- 0 (marks)</li> </ul>	5	
4.	<p>References from three clients where similar supply and installation has been carried out. (attach letters of award, Contracts or LPO/LSO).</p> <ul style="list-style-type: none"> <li>Bidders must provide names of at least three (3) sites where similar items have been successfully installed, and maintained-----6 (marks)</li> <li>Bidders must further attach supply and maintenance work order copies and recommendation letters from the reference sites given above.-----6(marks)</li> </ul>	12	
5.	<p>Warrant Period for Products Supplied.</p> <ul style="list-style-type: none"> <li>12 Months and above-----10 (marks)</li> <li>Below 12 Months-----5(marks)</li> <li>No Warrant Attached-----0(marks)</li> </ul>	10	
6.	<p>Technical Schedule</p> <ul style="list-style-type: none"> <li>Attach a schedule of technical specifications for each equipment to be supplied similar or equal to the one provided-----20(marks)</li> <li>Attached specifications not similar to or equal to the ones provided--0</li> </ul>	20	
7.	<p>Disclosure of Litigation History</p> <ul style="list-style-type: none"> <li>Duly Filled ----- 2(marks)</li> <li>Not filled -----0</li> </ul>	2	
8.	<p>Financial Capability</p> <ul style="list-style-type: none"> <li>Provide certified audited accounts for the last two consecutive financial years (2018 and 2019)-----5(marks)</li> <li>Submission of detailed bank account information including a reference letter from your bank indicating the lines of credit that can be extended to the bidder including bank overdrafts facilities-----5(marks)</li> </ul>	10	
9.	<p>Technical Capability:</p> <ul style="list-style-type: none"> <li>Provide a list of at least 4 qualified technicians for installation &amp; commissioning; Attach support documents i.e. CVs, copies of</li> </ul>	2	

NO	Description	Max. Point	Points scored
	academic certificates, the technicians MUST be trained and certified by product manufacturer. -----(2marks)		
	<b>TOTAL MARKS</b>	<b>100</b>	

Any inconsistencies noted in any of the above requirements shall lead to automatic disqualification of award. You may be required to produce original Certificates for ease of verification. The Kenya Institute of Mass communication reserves the right to carryout independent investigations/physical verification to confirm the accuracy of information provided and any fraudulent information/documentation provided may lead to prosecution.

**Pass mark =70 marks and above**

Please note the following important information:

- a) The above documentation should be submitted in a separate envelope clearly marked, '**Technical Bid.**'
- b) The envelope containing qualification requirements should not contain any financial information with regard to cost of providing these services to the Institute.
- c) Any bid that does not comply with the above requirements will be disqualified from further evaluation.
- d) Only the financial bids of the firms that meet all the qualifications requirements shall be opened. The bids that are non-responsive to the requirements shall remain sealed/unopened and returned together with the bid security after procurement process is concluded.

**Evaluation Criteria**

The following will be the evaluation criteria

**STAGE 1: MANDATORY QUALIFICATIONS REQUIREMENTS**

The firm must meet all the mandatory qualification requirements as listed under A and shall be evaluated on '**Responsive**' **OR** '**Non responsive**' **BASIS** and any bid that does not meet any of the qualification requirements shall be disqualified from further evaluation.

**STAGE 2: DETAILED TECHNICAL EVALUATION**

- a) Only firms that fulfil all the mandatory requirements will be considered under this stage.
- b) The bid that scores 70 marks and above will proceed to the financial evaluation.

**STAGE 2: FINANCIAL EVALUATION**

Bidders scoring 70% and above in stage above will be subjected to financial evaluation.

Preference shall be given to firms which will quote for all the items as indicated on the table above.

**STAGE 3: RECOMMENDATION FOR AWARD**



Award of the tender will be to the lowest evaluated bidder Supply, Delivery, Testing, Installation and commissioning of Kitchen equipment's at Kenya Institute of Mass Communication.

**Note:** The Procuring entity may carry out due diligence to confirm the following information provided by the bidder:

- a) Completed project of similar nature
- b) Timely delivery.
- c) Post implementation support

## **SECTION III - GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

3.1.1 In this Contract, the following terms shall be interpreted as indicated:-

- a) "The Contract" means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- c) "The Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- d) "The Procuring entity" means the organization purchasing the Goods under this Contract.
- e) "The Tenderer" means the individual or firm supplying the Goods under this Contract.

### **3.2 Application**

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment to the extent that they are not superseded by provisions of other part of contract.

### **3.3 Country of Origin**

3.3.1 For purposes of this clause, "Origin" means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer and will be treated thus in the evaluation of the tender.

### **3.4 Standards**

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

### **3.5 Use of Contract Documents and Information**

3.5.1 The Candidate shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

### **3.6 Patent Rights**

3.6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country

### **3.7 Performance Security**

3.7.1 Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the procuring entity and shall be in the form of

a) Cash

b) Bank guarantee

c) Such insurance guarantee approved by the Authority

d) Letter of credit

3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

### **3.8 Inspection and Tests**

3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

3.8.2 The inspections and tests may be conducted in the premises of the tenderer. All reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

- 3.8.3 Should any inspected or tested equipment fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 The Procuring entity's right to inspect test and where necessary, reject the equipment after the equipment arrival and installation shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.9 Packing**

- 3.9.1 The tenderer shall provide such packing and packaging of the equipment as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

### **3.10 Delivery and Documents**

- 3.10.1 Delivery of the equipment, documents and installation of the same shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

### **3.11 Insurance**

- 3.11.1 The equipment supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery of the goods.

### **3.12 Payment**

- 3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract
- 3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

### **3.13 Prices**

- 3.13.1 Prices charged by the tenderer for equipment delivered and installation performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
- 3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

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

### **3.14. Assignment**

The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent

### **3.15. Subcontracts**

3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

### **3.16. Termination for Default**

3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part

a) if the tenderer fails to deliver any or all of the equipment within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity

b) if the tenderer fails to perform any other obligation(s) under the Contract

c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar equipment.

### **3.17. Termination for convenience**

### **3.18. Liquidated Damages**

3.18.1 If the tenderer fails to deliver and/or install any or all of the items within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

### **3.19. Resolution of Disputes**

3.19.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract

3.19.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

### **3.20. Language and Law**

3.20.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

### **3.21. Force Majeure**

3.21.1 The Tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

### **3.22 Notices**

3.22.1 Any notice given by one party to the other pursuant to this contract shall be sent to other party by post or by fax or Email and confirmed in writing to the other party's address specified.

3.22.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

### **3.23 Incidental Services**

3.23.1 The Supplier may be required to provide any or all the following services, including additional services, if any, specified in SCC:

- a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods
- c) Furnishing of a detailed operations and maintenance manual for the Institute appropriate unit of the supplied Goods;
- d) Performance maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e) Training of the Kenya Institute of Mass Communication personnel, at the Supplier's plant and/or on site, in start-up, operation, maintenance,

and/or repair of the supplied Goods. The supplier shall offer training for additional modules.

3.23.2. Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

### **3.24 Spare Parts**

3.24.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

a) Such spare parts as the Kenya Institute of Mass Communication may choose to purchase from the Supplier, provided that this choice shall not relieve the Supplier of any warranty obligations under the Contract; and

b) In the event of termination of production of the spare parts:

i. Advance notification to the Kenya Institute of Mass Communication of the pending termination, in sufficient time to permit the Kenya Institute Of Mass Communication to procure needed requirements; and

ii. Following such termination, furnishings at no cost to the Kenya Institute of Mass Communication, the specifications of the spare parts, if requested.

3.24.2 The Contractor agrees that the spare parts recommended by him for operation shall be in supply for the operation and maintenance of the Goods as per provision of subsequent paragraphs of this Clause.

3.24.3 All the spares for the equipment under the Contract will strictly conform to the Specification given herein and other relevant documents and will be identical to the corresponding main equipment/components supplied under the Contract and shall be fully interchangeable.

### **3.25 Warranty**

3.25.1 The Supplier warrants that the all Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, workmanship, or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country.

3.25.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after

the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

- 3.25.3 Kenya Institute of Mass Communication shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 3.25.4 Upon receipt of such notice, the Supplier shall, within the period specified in the Special Conditions of Contract, and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to Kenya Institute of Mass Communication.
- 3.25.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified, within a reasonable period, Kenya Institute of Mass Communication may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which Kenya Institute of Mass Communication may have against the Supplier under the Contract.
- 3.25.6 The tenderer must confirm that there is an established Maintenance Centre in Kenya for all the equipment's proposed in the tender from where service will be arranged.

### **3.26 Delays in Supplier's Performance**

- 3.26.1 Delivery of the Goods and performance of services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring entity.
- 3.26.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Kenya Institute of Mass Communication in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Kenya Institute of Mass Communication shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 3.26.3 Except as provided under the General conditions of contract (GCC) Clause 3.21, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 3.18, unless an extension of time is agreed upon pursuant to GCC Clause 3.26.2 without application of liquidated damages.



## SPECIAL IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
- 4.2 Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	Performance security shall be 10% of the contract amount in form of bank guarantee
3.12	The method and conditions of payment to the bidder under this contract shall be as follows: (i) There shall be no advance payment under this contract (ii) 95% payment shall be made upon certified delivery and installation of the kitchen equipment. (iii) 5% shall be made after the warranty period of 12 months. Note: Payments will be made by the Institute, within thirty (30) days after submission of an invoice and a statement or claim by the bidder.
3.19	If both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred to a court of law of competent jurisdiction in Kenya
3.19.2	The laws of Kenya shall apply
3.23	The incidental services to be provided are as under. The costs shall be included in the contract price: a) Tools required for maintenance of the supplied goods. b) Detailed operation and maintenance manuals for goods.
3.24	All services mentioned therein are required.
3.25	The warranty period shall be for one year (12 months) from date of acceptance of the goods, whichever occurs earlier. The Period for correction of defects in the warranty period is 15 days. The supplier should quote separately for post warranty maintenance contract. Bidders are required to attach brochures for the items quoted.

## **SECTION - V- SCHEDULE OF REQUIREMENTS AND PRICES**

- 5.1 The Contract comprise mainly of the following, Supply, Delivery, Installation, Testing, Commissioning and Maintainace of Kitchen Equipment's at Kenya Institute of Mass Communication.
- 5.2 The supplier should quote separately for post warranty maintenance contract.
- 5.3 Following the commissioning of the Kitchen equipment's, maintenance service shall be provided by the Contractor for at least 12 months free of charge. Upon expiry of this period, the Institute may enter into an agreement with the Contractor for maintenance.
- 5.4 The tenderer shall propose in this tender the annual maintenance service contract that will be applicable stating all conditions and cost for each equipment

## SECTION V - SCHEDULE OF REQUIREMENTS AND PRICES

	Equipment	Quantity	Unit Price (Kshs)	VAT Price (Kshs)	Total Price (Kshs)	Installation period
	<b>a) kitchen Island</b>					
1.	Large Boilers	3				
2.	low Pressure gas burner with oven	2				
3.	High pressure single gas burner	4				
4.	Electric Salamander Grill with Stand	1				
5.	Deep Fat Fryer (double)	1				
6.	Double Door Upright commercial chiller/freezer	1				
	<b>b) Food prep (meat preparation)</b>					
7.	Stainless working tables	2				
8.	Stainless Steel Sinks Grade (304) 2.5mm	1				
9.	Meat Slicer 250 Mm	1				
10.	Stainless Steel Chopping board stand	3				
11.	Weight Scale	1				
	<b>c) Food Prep (vegetable)</b>					
12.	Stainless working tables	2				
13.	Stainless steel Vegetable rack	1				
14.	Stainless Steel Double Bowl Double Drain Sink Unit	1				
15.	Potato Peeler	1				
16.	Weighing scale	1				
17.	Stainless Steel Chopping board stand	4				
	<b>d) Food Store</b>					
18.	General Purpose Trolley	2				
19.	Weighing scale (electronic digital weighing scale)	1				
20.	Stainless steel rack	8				
21.	Commercial Heavy-duty Trolley	1				
	<b>e) Pantry</b>					
22.	Stainless steel Microwave oven with manual controls	1				
23.	Electric food whisk	1				
24.	Commercial heavy-duty blender	1				
25.	Stainless steel Sideboard	2				
26.	Pastry scale (electronic digital)	1				
27.	Commercial Heavy-duty Trolley	1				
	<b>f) Bakery (pastry Section)</b>					
28.	Dough Mixer	1				
29.	Commercial Bread Slicer	1				
30.	Proofer electric 16 trays	1				
31.	Conveyor Toaster Waring	1				
32.	Commercial Heavy-duty Trolley	1				
33.	Baking tins Heavy Duty	700				
34.	Stainless working tables	3				
35.	Stainless steel hood (bakery) with hot air extractor	1				

			Unit	VAT	Total	
	Equipment	Quantity	Price (Kshs)	Price (Kshs)	Price (Kshs)	Installation period
36.	Commercial Oven	3				
	<b>g) Food service /Service Counter</b>					
37.	Stainless - steel bain - marie (thickness s 4mm) with inserts and sneeze screen	4				
	<b>h) Office</b>					
38.	Office Executive Desk	1				
39.	High back Chair	1				
40.	Office desk	5				
41.	Office Chairs	5				
42.	Office lockable cabinets	5				
43.	Visitors chairs	7				
44.	Line Locker Cabinet	1				
45.	Visitors bench	2				
46.	5T Storage Shelf - Black	1				
	<b>i) Assorted kitchen equipment's</b>					
47.	Chopping Board	10				
48.	Mobile Refuse Bins	10				
49.	Knife Sharpener	3				
50.	Blender	2				
51.	Water Dispenser	2				
52.	Insectocutor	3				
53.	Tea Urn	4				
54.	Platform-Trolley/bogey trolley	2				
55.	Chafers	10				
56.	Commercial Coriander	4				
57.	Commercial assorted sufurias with lid	33				
58.	Assorted serving spoons/scoops.	20				
59.	Wooden cooking stick assorted	10				
60.	Commercial non-stickpan	3				
61.	Jua kali frying pan(commercial)	2				
62.	Commercial rolling pin.	4				
63.	Assorted table linen	4				
64.	Assorted Satin sheen linen	3				
65.	Assorted kitchen knives	15				
66.	Butcher knife	4				
67.	grinder	1				
68.	Pastry brush	2				
69.	Heavy duty kitchen gloves	100				
70.	Cleavers kitchen knife	4				
	<b>j) Dining hall area</b>					
73.	Seater Dining Table	52				
74.	Knee hand wash trough	2				
	<b>Total</b>					

## SUMMARY OF REQUIREMENT PRICES

		VAT	Total
	<b>Equipment</b>	<b>Price (Kshs)</b>	<b>Price (Kshs)</b>
a)	Kitchen island		
b)	Food prep (meat preparation)		
c)	Food prep (vegetable)		
d)	Food store		
e)	Pantry		
f)	Bakery (pastry section)		
g)	Food service /service counter		
h)	Office		
i)	Assorted kitchen equipment's		
j)	Dining hall area		
	<b>Total</b>		

## **SECTION VI - TECHNICAL SPECIFICATIONS**

### **6.1 GENERAL**

- 6.1.1. These specifications describe the basic requirements for equipment. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply.
- 6.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specific requirement.
- 6.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products
- 6.1.4 The tenderers are requested to present information along with their offers as follows:-
  - i) Shortest possible delivery period of each product
  - ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses

**SECTION VI – TECHNICAL SPECIFICATIONS**

**6.2 PARTICULARS**

**Based on the knowledge of the market the following item has approximate: -**

**a) kitchen Island**

	<b>Equipment/Item</b>	<b>Specifications</b>	<b>Bidders Response</b>
1.	Large Boilers	<p><b>Features for large boilers</b></p> <ul style="list-style-type: none"> <li>• Ability to work with LPG and Ng.</li> <li>• Magnet safety thermocouple and thermostat.</li> <li>• Overpressure valve and manometer.</li> <li>• Cold, hot water filling tap.</li> <li>• Evacuation faucet.</li> <li>• Counterweight cover.</li> <li>• Double-skinned jacket.</li> <li>• Easy to clean and hygienic.</li> <li>• Stainless steel body.</li> </ul> <p><b>Specification</b>            Dimensions mm: 1000 x 900 x 850            Weight Kg: 250            Net m3: 0.92            Power kw: 25.3            Capacity l: 250</p>	
2.	low Pressure gas burner with oven	<p><b>Ranges with Oven features</b></p> <ul style="list-style-type: none"> <li>• All non-ferrous stainless-steel construction: interior, exterior, front, sides, landing ledge, valve controls and kick plate.</li> <li>• Heavy gauge welded front frame.</li> <li>• 6 "legs with adjustable steel feet.</li> <li>• Heat is radiated up guard.</li> <li>• Stainless steel high shelf with blackguard riser.</li> <li>• One stainless steel non-clog standing pilot for each burner for instant ignition.</li> <li>• Optimum heat distribution with heavy duty angled radiant.</li> <li>• Heavy duty 12"x 12" cast iron top grates, removable for easy cleaning, industry standard size.</li> <li>• Cast in grease trough allows excess fat to flow, minimizing excessive flair up</li> </ul>	

	Equipment/Item	Specifications	Bidders Response
		<b>Specifications</b> <b>No of Burners:</b> 6 open + 2 flute oven <b>Btu/Burn:</b> - 30000 <b>Btu/Oven Burn:</b> - 16000 <b>Total BTU :</b> -212000 <b>Dimensions</b> - 36 x 32 x 35 1/2"	
3.	High pressure single gas burner	<b>Features of 4 Ring Stock Pot Stoves</b> <ul style="list-style-type: none"> <li>• Lpg or Natural Gas.</li> <li>• Magnet safety valves.</li> <li>• Heavy duty top cast iron.</li> <li>• Easy to clean and hygienic.</li> <li>• Stainless steel body.</li> </ul> <b>Specifications:</b> <b>dimensions:</b> 700x915x560mm <b>weight:</b> 80kg <b>power:</b> 31.25kW	
4.	Electric Salamander Grill with Stand	<b>Features</b> <ul style="list-style-type: none"> <li>• Electric heated Salamander grill with overall dimensions of 800 x 450 x 500mm and of capacity 5.6KW.</li> </ul> The unit shall be constructed as follows: <ul style="list-style-type: none"> <li>• Heavy-duty stainless-steel body with reversible cat aluminium branding plates.</li> <li>• The grill shelf wires should be chrome plated</li> <li>• The interior and top/front exterior should be enamelled.</li> <li>• Control knobs should be two in number for different the compartments and should have the ability for high/low setting.</li> <li>• The unit shall have integral fat collection channel</li> <li>• It should incorporate robust, reliable and powerful ceramic plaque burners with special grids to protect against damage.</li> <li>• It should have a versatile dual zone operation, enabling each half of the grill to be set to different temperatures.</li> <li>• It shall be as manufactured by "Chieftain" as CSSE-800 Model or equal and approved.</li> </ul>	
5.	Deep Fat Fryer (double)	<b>Features</b>	



	Equipment/Item	Specifications	Bidders Response
		<p>L.P. gas heated double well deep fat fryer with oil capacity of 20 litres for each well-constructed as follows:</p> <ul style="list-style-type: none"> <li>• Exterior satin finish 18/10 stainless steel, 1.6mm thick.</li> <li>• The fryer wells shall be of 18/10 stainless steel with oil draw off tap.</li> <li>• Stainless steel 18/10 lid with athermic handle.</li> <li>• Stainless steel oil collection bin.</li> <li>• Frying steel baskets with athermic handles.</li> <li>• Stainless steel frying basket supports.</li> <li>• Cast iron burners with Automatic ignition device, flame failure protection device and oil temperature regulation thermostat ranging from 900C to 2000C.</li> <li>• Security thermostat</li> <li>• 32kw gas power rating the unit shall have external dimensions of 450 x 900 x 850mm high and shall be free standing with adjustable legs. It shall be as manufactured by MBM Model: GF 99 of Italy or equal and approved.</li> </ul>	
6.	Double Door Upright commercial chiller/freezer	<p>Dimensions: 1340x810x2000 mm  Shelves: 8 shelves  Capacity fridge: 537/ freezer 537 Litres  Net Weight: 195 Kg  Power: 0.38 kW/ 0.6 kW  Temperature Fridge: +2°C to +8 °C and freezer: -18°C to -22 °C.  Refrigerant: R134a/R404a.  Voltage 230 V/1N/50Hz</p>	

**b) Food prep (meat preparation)**

	Equipment/Item	Specifications	Bidders Response
1.	Stainless working tables	With under shelf and back splash and front trough of (45cm high -Table - 2200mm by 650mm by 900mm. -Gauge: 2.5mm thick -Finely finished edges	
2.	Stainless Steel Sinks Grade (304) 2.5mm	<p><b>Features</b></p> <ul style="list-style-type: none"> <li>• With Stainless Steel under shelf. -Constructed from Stainless Steel Material.</li> <li>• Tops made from Stainless Steel Material AISI 304 of 2.0 mm thickness Under shelf made from Stainless Steel material AISI 304 of 2.0mm thickness.</li> <li>• Legs made from Stainless Steel square tubes of 40x40mm. Size:2200X650X900MM,2.5 mm thick gauge Bowl: 45 cm Deep bowl</li> </ul>	

	Equipment/Item	Specifications	Bidders Response
3.	Meat Slicer 250 Mm	<p><b>Features</b></p> <ul style="list-style-type: none"> <li>• Plate Slicer Hygienic and stainless-steel body.</li> <li>• Manufactured by anodised aluminium.</li> <li>• Blade sharpener tool.</li> <li>• Adjustable slice thickness.</li> </ul> <p><b>Specifications</b></p> <p>Dimensions: 535x475x490 mm  Blade Diameter: 250 mm  Power:0.24 kW  Voltage: 230 V/ 50Hz  Weight: 16 Kg</p>	
4.	Stainless Steel Chopping board stand	<ul style="list-style-type: none"> <li>• Chopping block -size 500 by 500 by 200mm -The block to be made from reversible plastic material food grade (Teflon) Red colour, -Mounted on a stainless-steel stand.</li> <li>• 3 ft height</li> <li>• Stainless Steel Square tube of 40x40mm Made from Stainless Steel Channels of 1.2mm thick.</li> </ul>	
5.	Weight Scale	<ul style="list-style-type: none"> <li>• Electronic weight scale suitable for efficient utilization in weighing meat up to 200kg capacity with accuracy. As "Avery" or equal and approved.</li> </ul>	

**c) Food Prep (vegetable)**

	Equipment/Item	Specifications	Bidders Response
1.	Stainless working tables	<ul style="list-style-type: none"> <li>• With under shelf and back splash and front trough of (45cm high -Table - 2200mm by 650mm by 900mm. -Gauge: 2.5mm thick -Finely finished edges.</li> </ul>	
2.	Stainless steel Vegetable rack	<ul style="list-style-type: none"> <li>• Constructed from Stainless Steel Material.</li> <li>• 3 tier Stainless Steel Rack Mounted Frame made from Stainless Steel Square tube of 40x40mm Made from Stainless Steel Channels of 2.0mm thick.</li> <li>• AISI 304 material.</li> <li>• Dimensions: 1500x600mmx1600mm -Finely finished edges. 2.5mm thick gauge.</li> </ul>	
3.	Stainless Steel Double Bowl Double Drain Sink Unit	<ul style="list-style-type: none"> <li>• With Stainless Steel under shelf. -Constructed from Stainless Steel Material.</li> <li>• Tops made from Stainless Steel Material AISI 304 of 2.0 mm thickness Under shelf made from Stainless Steel material AISI 304 of 2.0mm thickness.</li> <li>• Legs made from Stainless Steel square tubes of 40x40mm. Size:2200X650X900MM,2.5 mm thick gauge Bowl: 45 cm Deep bowl</li> </ul>	

	<b>Equipment/Item</b>	<b>Specifications</b>	<b>Bidders Response</b>
4.	Potato Peeler	<ul style="list-style-type: none"> <li>Stainless steel Potato peeler of capacity 50kg/charge with a digital control panel shall be supplied.</li> <li>Complete with a stand, isolating switch, replaceable disc and hopper lid (Metallic), suitable water inlet and drainage hose connections, waste dilution unit.</li> <li>fine cutting edges to ensure perfect peeling.</li> <li>The door shall have a positive cam latch door with a safety switch to isolate power when the door opens.</li> <li>Electrically run, it shall have a motor rating of 1.1kw with overload protection and suitable for use with 240V, 50Hz, 1 phase power supply with proper earthing. All electrical components shall be adequately insulated and shall be splash proof.</li> <li>The unit shall be as Sheffield's "EMPERO PS.09 D/DK-220v" or equal and approved.</li> </ul>	
5.	Weighing scale	<ul style="list-style-type: none"> <li>Electronic weight scale suitable for efficient utilization in weighing vegetables up to 200kg capacity with accuracy. As "Avery" or equal and approved.</li> </ul>	
6.	Stainless Steel Chopping board stand	<ul style="list-style-type: none"> <li>Chopping block -size 500 by 500 by 200mm -The block to be made from reversible plastic material food grade (Teflon) green/white colour, - Mounted on a stainless-steel stand.</li> <li>3 ft height.</li> <li>Stainless Steel Square tube of 40x40mm Made from Stainless Steel Channels of 1.2mm thick.</li> </ul>	

#### d) Food Store

	<b>Equipment/Item</b>	<b>Specifications</b>	<b>Bidders Response</b>
1.	General Purpose Trolley	<ul style="list-style-type: none"> <li>2 shelved general-purpose transporters fabricated in matt or mirror finish stainless steel with four 100mm rubber.</li> <li>coated swivel castors and of size 900x560x900.</li> <li>Each shelf to be constructed in sound proof polished stainless-steel sheet with a 50mm up stand all round.</li> <li>The frame work shall be in chrome plated/galvanized stainless-steel square tubes.</li> </ul>	

	<b>Equipment/Item</b>	<b>Specifications</b>	<b>Bidders Response</b>
2.	Weighing scale (electronic digital weighing scale)	Electronic weight scale suitable for efficient utilization in weighing up to 200kg capacity with accuracy. As "Avery" or equal and approved. With precision accuracy, the scale measures to the nearest 0.1kg.can plug into socket (free AC adaptor included)	
3.	Stainless steel rack	<ul style="list-style-type: none"> <li>Constructed from Stainless Steel Material.</li> <li>3 tier Stainless Steel Rack Mounted Frame made from Stainless Steel Square tube of 40x40mm Made from Stainless Steel Channels of 2.0mm thick.</li> <li>AISI 304 material.</li> </ul> Dimensions: 1500x600mmx1600mm Finely finished edges. 2.5mm thick gauge.	
4.	Commercial Heavy-duty Trolley	<ul style="list-style-type: none"> <li>Dimensions: 900x560x900mm Frame work made of Stainless-Steel tubular pipe of 31 mm dia mounted on four heavy duty10 cms dia castors</li> <li>Stainless Steel heavy gauged shelves. 4 No's 100mm heavy duty castors (2 fixed and 2 Swivel).</li> <li>Designed for carrying Bulk foodstuffs and internal transportation of other items in service area. Gauge 2.5mm thick.</li> <li>Finely finished edges, 1 1/2 ft in between the upper and under surface</li> </ul>	

#### e) Pantry

	<b>Equipment/Item</b>	<b>Specifications</b>	<b>Bidders Response</b>
1.	Stainless steel Microwave oven with manual controls	Dial Controls Fits Platters	
2.	Electric food whisk	500 Watt 9-Speed Immersion Multi-Purpose Hand Blender Heavy Duty Copper Motor Brushed 304 Stainless Steel With Whisk	
3.	Commercial heavy-duty blender	Capacity: 5 litres Power: 950 watts Voltage: AC220V~240V, / 50~60Hz	
4.	Stainless steel Sideboard	Stainless steel double sliding door which is lockable Stainless steel body construction Adjustable feet (304 x2mm) 4 tier racks /shelves.	

	Equipment/Item	Specifications	Bidders Response
5.	Pastry scale(electronic digital)	Can weigh 20kgs ,With precision accuracy, the scale measures to the nearest 0.1gm.can plug into socket(free AC adaptor included)	
6.	Commercial Heavy-duty Trolley	<ul style="list-style-type: none"> <li>• Dimensions: 900x560x900mm Frame work made of Stainless-Steel tubular pipe of 31 mm dia mounted on four heavy duty10 cms dia castors</li> <li>• Stainless Steel heavy gauged shelves. 4 No's 100mm heavy duty castors (2 fixed and 2 Swivel).</li> <li>• Designed for carrying Bulk foodstuffs and internal transportation of other items in service area. Gauge 2.5mm thick</li> <li>• Finely finished edges, 1 1/2 ft in between the upper and under surface</li> </ul>	

#### f) Bakery (pastry Section)

	Equipment/Item	Specifications	Bidders Response
1.	Dough Mixer	50 litres capacity electrically driven mixing and general-purpose machine complete with 50-liter stainless steel bowl, beater, whisk and spiral dough hook. Optional extras to include a splash rim, pastry knife, bowl guard, stand, receiving tray, 10-minute timer, vegetable slicer and shredder, mincer, colander and sieve attachments. The motor power to be 1 hp (746w) and suitable for 240V, single phase, 50H2 power supply shall have speed control knob. The construction to be one-piece Aluminium alloy casting and of dimensions 810 x 450 x 650mm (h x w x d). The unit to be as 'crypto peerless' or equal and approved.	
2.	Commercial Bread Slicer	Dimensions: 700x700x1100 mm Number of Blades: 30 Slice Thickness: 10, 13 & 16 mm Voltage: 220-240V/ 1N/ 50Hz Weight:132 Kg Power: 0.37 kW	
3.	Proofer electric 16 trays	Proofer Single Jacket -- Thermostatic electronic heating control setting. - Humidity sensor. - Manuel Steamer. - Stainless steel body."	
4.	Conveyor Toaster Waring	Dimensions: 483x406x420 mm Power: 2.7 kW Output: 1000 Slices/Hr Weight: 12.9kg Voltage: 240V/1N/50Hz	

	Equipment/Item	Specifications	Bidders Response
5.	Commercial Heavy-duty Trolley	<ul style="list-style-type: none"> <li>• Dimensions: 900x560x900mm Frame work made of Stainless-Steel tubular pipe of 31 mm dia mounted on four heavy duty 10 cms dia castors</li> <li>• Stainless Steel heavy gauged shelves. 4 No's 100mm heavy duty castors (2 fixed and 2 Swivel).</li> <li>• Designed for carrying Bulk foodstuffs and internal transportation of other items in service area. Gauge 2.5mm thick</li> </ul> Finely finished edges, 1 1/2 ft in between the upper and under surface	
6.	Baking tins Heavy Duty	Reinforced rings at the top giving it extra strength and durability Tapered on the sides for easy release. Loaf heavy duty tin ideal to make the perfect loaves of bread dimensions (300 mm by 165 x 115mm)	
7.	Stainless working tables	With under shelf and back splash of (45cm high -Table -2200mm by 650mm by 900mm. -Gauge: 2.5mm thick -Finely finished edges.	
8.	Stainless steel hood (bakery) with hot air extractor	complete with the following: a) Stainless steel hood: 1,800 x 1,200 – 1 number b) Grease filters: 500 x 500 – 3 number c) Axial fan complete with silica 8000cfm: 20 dia" – 1 number	
9.	Commercial oven(120 pcs )	<ul style="list-style-type: none"> <li>• Natural gas</li> <li>• Compact, triple-deck design with stainless steel front, top, sides, and back</li> <li>• Counterbalanced doors for easy access</li> <li>• Burner doors that open with ease for ignition, cleaning, or adjustment</li> <li>• Thick aluminized steel oven decks for quick and efficient heating</li> <li>• Draft diverter included for safe ventilation</li> <li>• Easily accessible gas, temperature control, and safety pilot valves</li> <li>• With standard timer</li> <li>• Baking Capacity 36 Trays 800 x 1000 mm, 30 x BO5 Bread Pans(1500gm bread)</li> </ul>	

**g) Food service /Service Counter**

	Equipment/Item	Specifications	Bidders Response
1.	Stainless - steel bain - marie (thickness s 4mm)	<ul style="list-style-type: none"> <li>• Electrically heated water well types complete with food serving pots, - Underneath hot cupboard.</li> <li>• Lockable double door utensils board,</li> </ul>	•

	<b>Equipment/Item</b>	<b>Specifications</b>	<b>Bidders Response</b>
	with inserts and sneeze screen	<ul style="list-style-type: none"> <li>• Insert dimensions (550 mm by 350 mm depth 250 mm), lids with stainless handle. 4 inserts per chaffing</li> <li>• With a well -supported over hang on the sides for placing utensils and tray slides.</li> <li>• Integral water -Well with a 20mm swivel drain,</li> <li>• Adjustable mobile wheels and all electrical energy regulators of heavy-duty quality with an element of an equal threshold.</li> <li>• Dimensions (1800mm by 750mm by 900) and the door handles to be strong and of heat resisting plastic.</li> <li>• The whole unit to be constructed in stainless steel on a strong angular framework with adjustable feet. Burners shall be constructed as those of the cooking range, complete with safety devices.</li> </ul>	

**h) Office**

	<b>Equipment/Item</b>	<b>Specifications</b>	<b>Bidders Response</b>
1.	Office Executive Desk	Desk with Leatherette Writing Pad and three drawers lockable Colour: Red-Brown. Desk size: 1.6M & 1.8 M	
2.	High back Chair	Medium Back Durable High grade Leather upholstery Tilt locking Height Adjustable Arm rest	
3.	Office desk	Office L-shaped desk with three drawers lockable	
4.	Office Chairs	Medium Back Durable High grade Leather upholstery Tilt locking Height Adjustable Arm rest	
5.	Office lockable cabinets	Colour: GREY. Material: Cold-rolled steel plate. Size: 5 Drawers.	

6.	Visitors chairs	High grade leather Medium back Chrome cantilever base	
7.	Line Locker Cabinet	20 number lockers Lockable with padlock Colour: GREY.	
8.	Visitors bench	Heavy duty 3-seater waiting bench. Heavy gauge Steel frame Seats with padding high grade leather.	
9.	5T Storage Shelf - Black	5-Shelf Adjustable, Heavy Duty Storage Shelving Unit (160kgs loading capacity per shelf), Steel Organizer Wire Rack, Black,(36L x 14W x 72H)	

**i) Assorted kitchen equipment's**

	<b>Equipment/Item</b>	<b>Specifications</b>	<b>Bidders Response</b>
1.	Chopping Board	Chopping block -size 500 by 500 by 200mm The block to be made from reversible plastic material (Teflon) assorted colours.	
2.	Mobile Refuse Bins	1200 x 600 x 600mm depth mobile refuse bins mounted on a stainless steel frame work and 4No. 100mm diameter flexcelo castor wheels. The bin to be fabricated out of heavy gauge galvanized mild steel sheets of 2mm thickness. The bin shall be peddle operated.	
3.	Knife Sharpener	It shall be professional style electric knife sharpener of dimension 230x102x115mm high as of H&M P51/8 model or approved equivalent.	
4.	Blender	Kitchen Blender Cup Capacity 25 liters Tilting container to ease discharging of processed product. Stainless steel body container and blade. Seamless container with four pressed internal ribs ensure proper mixing. Stainless steel body and lid. Blades in hardened stainless steel.	
5.	Water Dispenser	20Litres water dispenser with both hot and cold-water dispensing outlets. It shall be complete with cooling and heating elements controlled with a thermostat, 18.9 litres bottle with water and 50No.disposable cups. It shall be standing at 900mm above ground	
6.	Insectocutor	<ul style="list-style-type: none"> <li>Insectocutor of stainless-steel housing with powder coated safety grille, removable plastic tray, fully protected high-tension grid operating at a</li> </ul>	<ul style="list-style-type: none"> <li></li> </ul>



	Equipment/Item	Specifications	Bidders Response
		voltage of about 16000 volts and wall mounting brackets. It shall also have a facility to emit ultra - violet light and shall be operational on 240V, 50Hz supply.	
7.	Tea Urn	<ul style="list-style-type: none"> <li>Electrically heated tea urn of capacity 50 litres with an infuser. It shall be of stainless-steel casing with lift off cover.</li> <li>The urn shall be complete with non-drip draw off tap and drain plug, and water supply arm with control valve and drain plug.</li> <li>It shall have an immersion electric element of loading 3Kw single phase with selector switch and automatic safety cut out.</li> </ul>	
8.	Platform-Trolley/bogey trolley	<p>15mm thick platform stainless sheet.  Castors wheel  Tube handle (50mm diameter)  Tube frame (40 x 40)  Size 900mmx600 x860)</p>	
9.	Chafers	Automatic open chafers, Stainless steel legs Show window Touch the "open" and "close", the cover will be open or close automatic. The inductor under the control panel, when you leave it 2-5 seconds, the cover will close automatic.	
10.	Commercial Coriander	Excellante 13" stainless steel colanders with 2.0 millimetre holes. Made of durable corrosion resistant shiny finished stainless steel material. Material is dent resistant and offers hands free draining. Ideal for rinsing of vegetables or pasta. Dishwasher safe and easy to clean. Commercial grade quality made to endure the toughest condition in any kitchen. Inner size 13.5" diameter x 4.5" deep. Available in 3 sizes: 11", 13", 15".	
11.	Commercial assorted sufurias with lid	<p>Ultra-Heavy duty with Lid.  <b>Categories of sizes and price.</b></p> <p>19 Size -45 Litres= ( Qty 2)</p> <p>20 Size – 50 Litres = (Qty 2)</p> <p>21 Size – 60 Litres = (Qty2)</p>	

	Equipment/Item	Specifications	Bidders Response
		22 Size – 75 Litres = (Qty 4) 23 Size – 80 Litres = (Qty 2) 24 Size – 100 Litres =(Qty 1) 25 Size – 110 Litres = (Qty 2) 26 Size – 130 Litres = (Qty 4) 27 -Size 140 Litres = (Qty 3) 28 Size – 170 Litres = (Qty 4) 30 Size – 250 Litres -(Qty 4)	
12.	Assorted serving spoons/scoops.	Stainless steel (perforated and non-perforated) -long handles - heat resistance handles	
13.	Wooden cooking stick assorted	Hardwood (Commercial)	
14.	Commercial non-stickpan	Features. <ul style="list-style-type: none"> <li>• 10-inch non-stick griddle cooks crepes, omelettes, tortillas, and more</li> <li>• Three-layer construction: hard-anodized exterior, aluminium core, non-stick surface</li> <li>• Three-ply non-stick finish for low-fat cooking</li> <li>• Oven-safe to 450 degrees F</li> <li>• Lifetime warranty.</li> </ul>	
15.	Jua kali frying pan(commercial)	<ul style="list-style-type: none"> <li>• Heavy duty.</li> <li>• diameter of 45 cm</li> </ul>	
16.	Commercial rolling pin.	<ul style="list-style-type: none"> <li>• Smooth</li> <li>• Well done finishing.</li> </ul>	
17.	Assorted table linen	<ul style="list-style-type: none"> <li>• Damask two white and two blue 100M per roll.</li> <li>• Labour cost</li> </ul>	
18.	Assorted Satin sheen linen	<ul style="list-style-type: none"> <li>• Satin sheen, two white and two blue 100M per roll.</li> <li>• Labour cost</li> </ul>	

	Equipment/Item	Specifications	Bidders Response
19.	Assorted kitchen knives	<ul style="list-style-type: none"> <li>Stainless steel</li> <li>Plastic handle (heavy gauge)</li> </ul>	
20.	Butcher knife	<ul style="list-style-type: none"> <li>9" x 4" (full length-15") @ksh. 1115/- 8" x 4" (full length-14") @ksh. 1080/- 7.5" x 3" (full length-12")</li> </ul>	
21.	Grinder	<p>Tool grinder with Buffing Wheel</p> <ul style="list-style-type: none"> <li>Comes with 3 inch grinding stone, 80 grit</li> <li>inch cotton buffing wheel, wrench</li> <li>Adjustable tool rests</li> <li>Eye shields, spark guides</li> <li>Nonslip rubber foot pads</li> <li>Work bench mounting holes</li> <li>Heavy duty aluminium base</li> </ul>	
22.	Pastry brush	Silicone Basting Pastry Brush with Heat Resistant Long Handle. Size 1.7 inches	
23.	Heavy duty kitchen gloves	100-percent genuine top-grain cowhide gloves heavy-duty reinforced padded palm	
24.	Cleavers kitchen knife	<ul style="list-style-type: none"> <li>multi-use: this cleaver can hack through bones easily, it is designed for chopping chicken, beef, vegetable cleaving also convenience for cutting, mincing, slicing, and dicing.</li> <li>easy cutting: you can handle the most difficult cutting jobs in kitchen.</li> <li>premium material: designed and built exclusively for the tough day-to-day demands of the commercial kitchen. Heavy duty cleaver is made from 100% stainless steel and the handle is comprised of 100% all-natural wood.</li> </ul>	

**j) Dining hall area**

	Equipment/Item	Specifications	Bidders Response
1.	Seater Dining Table	<ul style="list-style-type: none"> <li>Specifications: Material: SS 304 Grade. 40mm x 16 Gauge SS Round Pipe Legs and 32mm x 16 Gauge Round Pipe Leg Supports and Seating Legs. Table Top Material: 18 Gauge SS Sheet. Seating Tops: 12" Round x 18 Gauge SS Plate. Seating Under Folding Type. Finish: Mirror Finishing. Size: 36" Width x 90" Length x 30" Height.</li> <li>frame Material- Stainless Steel</li> </ul>	

	Equipment/Item	Specifications	Bidders Response
		<ul style="list-style-type: none"> <li>• Surface Finish- Mirror Finish</li> <li>• Usage/Application- Restaurant</li> <li>• Size36" Width x 90"- Length x 30" Height</li> <li>• Shape- Rectangular</li> <li>• Colour- Silver</li> </ul> <p><b>N/B</b> <b>12-SEATER TABLE</b></p>	
2.	Knee hand wash trough	<ul style="list-style-type: none"> <li>• Stainless steel wash troughs complete with knee operated time flow valves and chrome plated deck spouts.</li> <li>• Chrome plated knee valves with 15mm compression fittings. Time flow set for approx. 15 seconds at 3 bar water pressure.</li> <li>• Chrome plated fixed basin spouts</li> <li>• Stainless steel front support legs.</li> <li>• Chrome plated brass bottle trap with chrome waste pipe and flange.</li> <li>• Stainless steel deck mounted soap dispensers.</li> </ul> <p><b>Dimensions</b> 1200mm, 1500mm, 1800mm or 2400mm long for 4 users 400mm front to back 150mm deep with 75mm splashback Support legs 38mm chrome trap 4 push taps 2 deck mounted soap dispensers</p>	

### 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).

Item	Description	Manufacturer	Country of origin	Remarks (catalogue No. etc)

Signature of Tenderer .....

## SECTION VI - STANDARD FORMS

### Notes on the sample Forms

1. **Form of Tender** - The form of Tender must be completed by the tenderer and submitted with the tender documents and enclosed in the financial envelope. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender and enclosed in the financial submission envelope. It must also be duly signed by duly authorized representatives of the tenderer.
3. **Tender security form** -The tender declaration form must similarly be completed as prescribed and enclosed in the Technical submission envelope. It must also be duly signed by duly authorized representatives of the tenderer.
4. **Mandatory Confidential Business Questionnaire Form** - This form must be completed as prescribed by the tenderer and submitted with the tender documents and enclosed in the technical submission envelope.
5. **Contract Form** -The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
6. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the Kenya Institute of Mass Communication.
7. **Attachments**
  - a) Appendix A: Sample letter of offer.
  - b) Appendix B: Certificate of mandatory tenderer's site visit

8.1 **FORM OF TENDER (To be submitted in the financial Envelope)**

Date \_\_\_\_\_

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

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

\_\_\_\_\_  
*[name and address of Kenya Institute of Mass Communication]*

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. .... *[Insert numbers]* the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Security and Guard Services in conformity with the said tender documents for the sum of ..... *(total tender amount in words and figures on an annual basis)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements and details of service.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to \_\_\_\_\_ percent of the contract Price for the due performance of the Contract, in the form prescribed by (Kenya Institute of Mass Communication).
4. We agree to abide by this Tender for a period of *[.....number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

Duly authorized to sign tender for an on behalf of \_\_\_\_\_

8.2 **CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business. You are advised that it is a serious offence to give false information on this form

<i>Part 1 – General:</i>			
Business			Name
Location	of	business	premises.
Plot	No.....		Street/Road
Postal Address	.....	Tel No. ....	Fax ..... E mail
Nature		of	Business
Registration		Certificate	No.
Maximum value of business which you can handle at any one time – Kshs.			
Name	of	your bankers	Branch

	<b>Part 2 (a) – Sole Proprietor</b>		
	Your name in full	.....	Age
	Nationality	.....	Country of origin
	•	Citizenship	details
	•		
	<b>Part 2 (b) Partnership</b>		
	Given details of partners as follows:		
	Name	Nationality	Citizenship
Details	Shares		
1.	.....	.....	.....
2.	.....	.....	.....
3.	.....	.....	.....
4.	.....	.....	.....
	<b>Part 2 (c) – Registered Company</b>		
Private	or	Public	



	State the nominal and issued capital of company- Nominal Kshs. .... Issued Kshs. .... Given details of all directors as follows		
	Name	Nationality	Citizenship Details
Shares			
1.	.....	.....	.....
2.	.....	.....	.....
3.	.....	.....	.....
4.	.....	.....	.....
5.	.....	.....	.....
Date	.....	Signature	of Candidate
	.....		

If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.

### 8.3 TENDER SECURITY FORM

Whereas ..... [name of the tenderer]  
(hereinafter called "the tenderer") has submitted its tender dated  
..... [date of submission of tender] for the supply, installation and  
commissioning of ..... [name and/or description of  
the equipment] (hereinafter called "the Tender")  
..... KNOW ALL PEOPLE by these  
presents that WE ..... of ..... having our  
registered office at ..... (hereinafter called "the Bank"), are  
bound unto ..... [name of Procuring entity] (hereinafter called  
"the Procuring entity") in the sum of ..... for which  
payment well and truly to be made to the said Procuring entity, the  
Bank binds itself, its successors, and assigns by these presents. Sealed  
with the Common Seal of the said Bank this \_\_\_\_\_  
day of \_\_\_\_\_ 20 \_\_\_\_\_.

THE CONDITIONS of this obligation are: -

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
  - (a) fails or refuses to execute the Contract Form, 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 Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

[Signature of the bank] \_\_\_\_\_  
(Amend accordingly if provided by Insurance Company)

## 8.4 CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_  
between ..... [name of Procurement entity] of ..... [country of  
Procurement entity] (hereinafter called "the Procuring entity) of the one part  
and ..... [name of tenderer] of ..... [city and country of  
tenderer] (hereinafter called "the tenderer") of the other part;

WHEREAS the Procuring entity invited tenders for certain goods] and has  
accepted a tender by the tenderer for the supply of those goods in the sum of  
..... [contract price in words and figures] (hereinafter called  
"the Contract Price).

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 referred to:
2. The following documents shall be deemed to form and be read and  
construed as part of this Agreement viz:
  - (a) The Tender Form and the Price Schedule submitted by the tenderer
  - (b) The Schedule of Requirements
  - (c) The Technical Specifications
  - (d) The General Conditions of Contract
  - (e) The Special Conditions of contract; and
  - (f) The Procuring entity's Notification of Award
3. In consideration of the payments to be made by the Procuring entity to  
the tenderer as hereinafter mentioned, the tender hereby covenants with the  
Procuring entity to provide the goods and to remedy defects therein in  
conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in  
consideration of the provisions of the goods 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 hereto have caused this Agreement to be  
executed in accordance with their respective laws the day and year first  
above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for \_\_\_\_\_ the  
Procuring entity

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer  
in the presence of \_\_\_\_\_

*(Amend accordingly if provided by Insurance Company)*

**8.5 PERFORMANCE SECURITY FORM**

To .....  
[name of Procuring entity]

WHEREAS ..... [name of tenderer] (hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ 20 \_\_\_\_ to supply ..... [description of goods] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of ..... [amount of the guarantee in words and figure] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of ..... [amount of guarantee] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signed and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

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

**8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

To .....  
[name of Procuring entity]

[name of tender] .....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment,

..... [name and address of tenderer]  
(hereinafter called "the tenderer") shall deposit with the Kenya Institute of Mass Communication a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of .....  
..... [amount of guarantee in figures and words].

We, the ..... [bank or financial institutions], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Kenya Institute of Mass Communication on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding ..... [amount of guarantee in figures and words]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Kenya Institute of Mass Communication and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until ..... [date].

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

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

**8.7 MANUFACTURER'S AUTHORIZATION FORM**

To [name of the Procuring entity] .....

WHEREAS .....[ name

of the manufacturer] who are established and reputable manufacturers of  
..... [ name and/or description of  
the goods] having factories

at ..... [ address of factory]do

hereby authorize

..... [ name and address of Agent] to submit  
a tender, and subsequently negotiate and sign the Contract with you against  
tender

No. .... [ reference of the Tender] for the above goods  
manufactured by us.

We hereby extend our full guarantee and warranty as per the General  
Conditions of Contract for the goods offered for supply by the above firm  
against this Invitation for Tenders.

\_\_\_\_\_  
[signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer  
and should be signed by an authorized person.

**8.8 LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

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

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

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

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

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

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

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

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

SIGNED FOR ACCOUNTING OFFICER

**G. Tender-Securing Declaration (Mandatory)**

Date: .....[insert **date** (as day, month and year)] Tender  
No.:.....[insert **number of Tendering process**] Alternative No.:  
/.....[insert **identification No if this is a Tender for an alternative**] To:  
.....[insert **complete name of Procuring  
Entity**] We, the undersigned, declare that: We understand that, according to  
your conditions, Tenders must be supported by a Tender-Securing Declaration.  
We accept that we will automatically be suspended from being eligible for  
Tendering in any contract with the Procuring Entity for the period of time of  
.....[insert **number of months or years**]  
starting on .....[insert **date**], if we are in  
breach of our obligation(s) under the Tender conditions, because we;



**ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE**

**(Sections 39, 40, 41, 42, 43 & of the PPD Act, 2005)**

I/We/Messrs.....

of Street, Building, P O Box.....

.....

Contact/Phone/E mail.....

declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We .....

declare that I/We will 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.....

**8.9 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.
- etc.

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

- 1.
- 2.
- etc.

SIGNED ..... (Applicant)

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

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**FOR OFFICIAL USE ONLY**

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

SIGNED  
Board Secretary

**APPENDIX B- CERTIFICATE OF MANDATORY TENDERER'S VISIT**

**SITE VISIT**

This is to certify that,  
.....

(name of Tenderer or his representative) of the firm of,  
.....  
(Name of Firm Tendering)

In the company of,  
.....  
(Name of Clients representative conducting the visit)

Visited the site in connection with Tender for

**PROVISION OF SUPPLY, DELIVERY, INSTALLATION, TESTING, COMMISSIONING AND MAINTAINANCE OF KITCHEN EQUIPMENT**

Having previously studied the Contract documents, I carefully examined the site.

1. I have made myself familiar with all the local conditions likely to influence the works and cost thereof.
2. I further certify that I am satisfied with the description of the work and the explanations given by the client's representative and that I understand perfectly the work to be done as specified and implied in the execution of the contract.

Signed.....  
(Tenderer or his representative)

Witnessed.....  
(Signature of Client's representative)

Date.....

**NB:**

The Institution shall not be held liable for supplier's failure to verify details of service to be provided with respect to their final tender sum.

.....End.....

