REPUBLIC OF KENYA

COUNTY GOVERNMENT OF MERU

TENDER DOCUMENT
FOR

CONSTRUCTION AND COMPLETION OF ECDE CLASSROOM IN MERU COUNTY

JANUARY 2017
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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. 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.

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

DATE ______________________

TENDER REF NO. ______________________

CONSTRUCTION AND COMPLETION OF ECDE CLASSROOM AT MERU COUNTY
1.1 The County Government of Meru invites sealed bids from eligible candidates for CONSTRUCTION AND COMPLETION OF ECDE CLASSROOM AT MERU COUNTY.

1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at The Sub County offices, P.O. Box 120-60200, Meru (during normal working hours).

1.3 A complete set of tender documents may be obtained by interested candidates on the Meru website.

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 Sub County offices, P.O. Box 120-60200, Meru on or before 18th January 2017 at 10:00 AM.

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 CHAMBER HALL.

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 Invitation to Tender. Successful tenderers shall complete the supply of
goods by the intended completion date specified in the Schedule of
Requirements Section VI.
2.1.2 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

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 Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

2.2.1 All goods 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 goods are mined, grown, or produced. Goods 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 goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3.2 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.
2.4. **The Tender Document**

2.4.1 The tender document comprises the documents listed below and agenda issued in accordance with clause 2.6 of these instructions to Tenderers:
- Invitation to Tender
- Instructions to tenderers
- General Conditions of Contract
- Special Conditions of Contract
- Schedule of requirements
- Technical Specifications
- Tender Form and Price Schedules
- Tender Security Form
- Contract Form
- Performance Security Form
- Bank Guarantee for Advance Payment Form
- Manufacturer’s Authorization Form
- Confidential Business Questionnaire

2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents.

2.5 **Clarification of Documents**

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the Entity’s address indicated in the Invitation to Tender. The Procuring entity 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 procuring entity. Written copies of the Procuring entities 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 procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.
2.6 **Amendment of Documents**

2.6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, 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 Procuring entity, 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 Procuring entity, 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 Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- 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;
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 tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.10 Tender Prices

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

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender’s performance of the contract and not subject to variation on any account. 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 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.

2.12 Tenderers Eligibility and Qualifications

2.12.1 Pursuant to paragraph 2.1. The tenderer shall furnish, as part of its
Tender, documents establishing the tenderer’s eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.12.2 The documentary evidence of the tenderer’s eligibility to tender shall establish to the Procuring entity’s 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 tenderer’s qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity’s satisfaction;

that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods’ manufacturer or producer to supply the goods.
that the tenderer has the financial, technical, and production capability necessary to perform the contract;
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 Documents

2.13.1 Pursuant to 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 goods which the tenderer proposes to supply under the contract.

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a 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 goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- a detailed description of the essential technical and performance characteristic of the goods;
- 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 goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
- 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 documentary evidence 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 Procurement entity’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 Procuring entity 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 Procuring entity and valid for thirty (30) 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 Procuring entity 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 Procuring entity.

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:

if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
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 Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

2.15.2 In exceptional circumstances, the Procuring entity 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 Procuring entity 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 unamended 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:
Be addressed to the Procuring entity at the address given in the Invitation to Tender:

Bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” 18th January 2017 at 10:00 AM.
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 Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.18 **Deadline for Submission of Tenders**

Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **18th January 2017 at 10:00 AM**.

2.18.1 The Procuring entity 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 Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

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 Procuring Entity 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 not 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 procuring entity 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 procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20 Opening of Tenders

The Procuring entity will open all tenders in the presence of tenderers’ representatives who choose to attend, on 18\textsuperscript{th} January 2017 at 10:00 AM. and in the location specified in the Invitation to Tender.

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

2.20.1 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 Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.20.2 The Procuring entity 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 Procuring entity 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 Procuring entity 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

2.22.1 The Procuring entity 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 quantifying the total 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 Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity 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 Procuring entity’s 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 Procuring entity 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 procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

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

2.24.3 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.

2.25 Preference

2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.26 Contacting the Procuring entity

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.
26.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer’s tender.

2.27 Award of Contract

(a) Post-qualification

2.27.1 In the absence of pre-qualification, the Procuring entity 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.

2.27.2 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 tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.27.3 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 Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer’s capabilities to perform satisfactorily.

(b) Award Criteria

2.27.4 The Procuring entity will award the contract to the successful tenderer(s) 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.

(c) Procuring entity’s Right to Vary quantities

2.27.5 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the
Schedule of requirements without any change in unit price or other terms and conditions

(d) **Procuring entity’s Right to accept or Reject any or All Tenders**

2.27.6 The Procuring entity 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 tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity’s action.

**2.28 Notification of Award**

2.28.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties.

2.28.3 Upon the successful Tenderer’s furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14.

**2.29 Signing of Contract**

2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.29.2 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.

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
2.30 Performance Security

2.30.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, 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 Procuring entity.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

2.31.1 The Procuring entity 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;

“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

“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 Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial noncompetitive levels and to deprive the Procuring entity of the benefits of free and open competition;

2.31.2 The procuring entity 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.

2.31.3 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

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.

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.

In preparing the Appendix the following aspects should be taken into consideration;

The information that specifies and complements provisions of Section II to be incorporated

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

Section II should remain unchanged and can only be amended through the Appendix.

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.
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29 SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

“The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations

“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.
“The Procuring entity” means the organization purchasing the Goods under this Contract.

“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.

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.

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 tenderer 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 thirdparty 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 thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security 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 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

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 goods 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 or its subcontractor(s), at point of delivery, and/or at the Goods’ final destination. 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 Procuring entity.

3.8.3 Should any inspected or tested goods 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 goods after the Goods’ arrival 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 of the Goods 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 Goods 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 Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

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 goods delivered and services 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 request shall be processed by the procuring entity within 30 days of receiving the request.

3.14. **Assignment**

3.14.1 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

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 Procuring entity

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

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 goods.

3.17 Liquidated Damages

3.17.1. If the tenderer fails to deliver any or all of the goods 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.

3.18 Resolution of Disputes
3.18.1 The procuring entity and the tenderer 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.

3.18.2 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.

3.19 Language and Law

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

3.20 Force Majeure

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

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

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.
42. Special conditions of contract as relates to the GCC

<table>
<thead>
<tr>
<th>REFERENCE GCC OF CONTRACT</th>
<th>SPECIAL CONDITIONS OF CONTRACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.7.1</td>
<td>The amount of Performance Security shall be 10% OF TENDER AMOUNT</td>
</tr>
<tr>
<td>3.12.1</td>
<td>The Advance Payment shall be NONE.</td>
</tr>
<tr>
<td>3.18.1</td>
<td>The proposed adjudicator for the project is: The GOVERNOR MERU COUNTY</td>
</tr>
</tbody>
</table>

SECTION V TECHNICAL SPECIFICATIONS

5.1 General

5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply.

5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
5.1.3 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.

5.1.4 The tenderers are requested to present information along with their offers as follows:

Shortest possible delivery period of each product
Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.
SECTION VIII - STANDARD FORMS

Notes on the sample Forms

Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.

Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.

Tender Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.

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.

Performance Security Form - The performance security form should not be completed by the tenderers 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 procuring entity.

Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.

Manufacturers Authorization Form - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.
8.1 **FORM OF TENDER**

Date

TENDER NO: __________

To: _____________________________

[Name and address of procuring entity]

Gentlemen and/or Ladies:

Having examined the tender documents including Addenda Nos. ……………………………….[insert numbers]. the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission …………………………………………………. (insert equipment description) in conformity with the said tender documents for the sum of …………………………………………………………. (total tender amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to __________ percent of the Contract Price for the due performance of the Contract, in the form prescribed by ……………. ……………..(Procuring entity).

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.

This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

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

Dated this _________________ day of _____ 20 ____________

__________________________________________

[Signature] [in the capacity of]
Duly authorized to sign tender for an on behalf of ____________________________
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.

### Part 1 - General:

<table>
<thead>
<tr>
<th>Business Name</th>
<th>…………………………………………………………………………………………………</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location of business premises.</td>
<td>…………………………………………………………………………………………………</td>
</tr>
<tr>
<td>Plot No.</td>
<td>………………………………………………………………………………………Street/Road ……………………………………</td>
</tr>
<tr>
<td>Postal Address</td>
<td>………………………………………………………………………………………Tel No. …………………. Fax ………………. E mail …………….</td>
</tr>
<tr>
<td>Nature of Business</td>
<td>………………………………………………………………………………………</td>
</tr>
<tr>
<td>Registration Certificate No.</td>
<td>………………………………………………………………………………………</td>
</tr>
<tr>
<td>Maximum value of business which you can handle at any one time – Kshs.</td>
<td>…………………………………</td>
</tr>
<tr>
<td>Name of your bankers</td>
<td>………………………………………………………………………………………Branch ……………………………………</td>
</tr>
</tbody>
</table>

### Part 2 (a) - Sole Proprietor

<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>Shares</th>
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</thead>
<tbody>
<tr>
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</table>

### Part 2 (b) - Partnership

Given details of partners as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>Shares</th>
</tr>
</thead>
<tbody>
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</table>

### Part 2 (c) - Registered Company

Private or Public: ……………………………………………………………………………………… |
State the nominal and issued capital of company:
Nominal Kshs. …………………………………  
Issued Kshs. …………………………………
Given details of all directors as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td>2</td>
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<tr>
<td>5</td>
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</tbody>
</table>

Date ……………………………………………… Signature of Candidate ……………………………
If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

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:

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

The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
the Tender Form and the Price Schedule submitted by the tenderer
the Schedule of Requirements
the Technical Specifications
the General Conditions of Contract
the Special Conditions of contract; and
the Procuring entity’s Notification of Award

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.

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 ________________________

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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.

__________________________________________

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

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.

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
APPLICATION NO……………OF…………20……..

BETWEEN

…………………………………………….APPLICANT

AND

…………………………………………RESPONDENT Meru County Government

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

1. 
2. etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -
1. 
2. etc

DATED …………day of ………….20…

FOR OFFICIAL USE ONLY

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

SIGNED

Board Secretary
1.0 EVALUATION AND COMPARISON OF TENDERS
Evaluation and comparison of Tenders: the following evaluation criteria shall be applied notwithstanding any other requirement in the tender documents. a) Mandatory requirements (MR)

The following requirements must be met by the Tenderer

<table>
<thead>
<tr>
<th>No</th>
<th>Requirements</th>
<th>Requirements</th>
<th>B1</th>
<th>B2</th>
<th>B3</th>
<th>B4</th>
<th>B5</th>
</tr>
</thead>
<tbody>
<tr>
<td>MR1</td>
<td>Must submit a copy of certificate of registration/incorporation</td>
<td>Year</td>
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<td></td>
<td>Reg/incorporation</td>
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<tr>
<td>MR2</td>
<td>Must submit a copy of valid tax compliance certificate</td>
<td>Serial no.</td>
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<td></td>
<td>Expiry date</td>
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<tr>
<td>MR3</td>
<td>Must fill the price schedule in the format approved</td>
<td>Dully filled</td>
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<tr>
<td>MR4</td>
<td>Must fill the form of Tender in the format provided</td>
<td>Dully filled</td>
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<tr>
<td>MR7</td>
<td>Must submit a duly filled up confidential business questionnaire in format</td>
<td>Duly filled</td>
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<td>provided</td>
<td>and signed</td>
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<tr>
<td>MR8</td>
<td>Audited accounts for the last 3 years</td>
<td>Signed and stamped Auditor</td>
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<tr>
<td>MR9</td>
<td>Litigation history related to government contracts-fill the litigation form</td>
<td>Form signed by commissioner of oaths</td>
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<tr>
<td></td>
<td>and should be signed by the commissioner of oaths</td>
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</tbody>
</table>

Key
B1-Bidder 1
B2-Bidder 2
B3-Binder3
B4-Binder4
B5-Binder5

At this stage, the tender’s submission will either be responsive or non-responsive. The non-responsive submission will be eliminated from the entire evaluation process and will not be considered further.

b) Technical evaluation scores

This section (Technical Evaluation) will be marked out of 100 and will be determine the technical scores (TS)

PRELIMINARY EVALUATION CRITERIA

<table>
<thead>
<tr>
<th>S/No</th>
<th>Evaluation criteria</th>
<th>SCORES</th>
<th>B1</th>
<th>B2</th>
<th>B3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Certificate of registration</td>
<td>MANDATORY</td>
<td></td>
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<tr>
<td>2</td>
<td>Copy of pin</td>
<td>MANDATORY</td>
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<td></td>
<td>Tax compliance</td>
<td>MANDATORY</td>
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<tr>
<td>4</td>
<td>Certificate of incorporation</td>
<td>MANDATORY</td>
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</tr>
<tr>
<td>6</td>
<td>The contractor must be pre-qualified by county government of Meru or any other government organization for similar works</td>
<td>MANDATORY</td>
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</tr>
</tbody>
</table>
## TECHNICAL EVALUATION CRITERIA SUMMARY

<table>
<thead>
<tr>
<th>REQUIREMENTS</th>
<th>Score card</th>
<th>Bidder 1</th>
<th>Bidder 2</th>
<th>Bidder 3</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1 Registration as a contractor with NCA</strong></td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>NCA 1 [building/roads]</td>
<td>8</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NCA 2 [building/roads]</td>
<td>7</td>
<td></td>
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<tr>
<td>NCA 3 [building/roads]</td>
<td>6</td>
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<tr>
<td>NCA 4 [building/roads]</td>
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<td>NCA 5 [building/roads]</td>
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<tr>
<td>NCA 6 [building/roads]</td>
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</tr>
<tr>
<td>NCA 7 [building/roads]</td>
<td>2</td>
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</tr>
<tr>
<td>NCA 8 [building/roads]</td>
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</tr>
<tr>
<td><strong>2 Experience of the contractor</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Years of practice</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>20 and above</td>
<td>5</td>
<td></td>
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<tr>
<td>15-19</td>
<td>4</td>
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<tr>
<td>10-14</td>
<td>3</td>
<td></td>
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<tr>
<td>5-9</td>
<td>2</td>
<td></td>
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<tr>
<td>Below 5</td>
<td>1</td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>3 The value of your biggest project undertaken</strong></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Less than Ksh. 1.0 million</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ksh. 1.0 – 2.0 million</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Ksh. 2.1-5.0 million</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ksh. 5.1-10.0 million</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Over Ksh. 10.1 million</td>
<td>5</td>
<td></td>
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<td></td>
</tr>
<tr>
<td><strong>NB:</strong> (Attach proof i.e. copies of completion certificate, LPO or award letters.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>4 Provide audited financial records for last two years</strong></td>
<td>2</td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>5 Company turnover for the last two years</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Ksh. 1.0 – 2.0 million</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Ksh. 2.1-5.0 million</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ksh. 5.1-10.0 million</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Over Ksh. 10.1 million</td>
<td>4</td>
<td></td>
<td></td>
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<tr>
<td><strong>6 Profitability of the company for the last two years</strong></td>
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<tr>
<td>Less than Ksh. 1 million profit</td>
<td>1</td>
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</tr>
<tr>
<td>Ksh. 1-5 million profit</td>
<td>2</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>7</td>
<td>Provide certified copies of bank statements for the company</td>
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<tr>
<td>8</td>
<td>Have you been involved in any litigation [Yes/No] <em>(Attach an affidavit)</em></td>
<td>2</td>
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<tr>
<td>9</td>
<td>Details of company directors and their addresses.</td>
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<tr>
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<td>.................................................................</td>
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<td>.......................................................................</td>
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<tr>
<td></td>
<td><em>(Attach CR12 form from the registrar of companies)</em></td>
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<tr>
<td>10</td>
<td>CVs of key personnel</td>
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<td>Degree in the relevant field</td>
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<td>Diploma in the relevant field</td>
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<td></td>
<td>Craft certificate in the relevant field</td>
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Percentage score \([x]\) = \[\text{total score} \times 100\%\]

41
<table>
<thead>
<tr>
<th></th>
<th>Certification</th>
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<tr>
<td></td>
<td>I/we certify that the information provided herein is correct and legally binding.</td>
</tr>
<tr>
<td></td>
<td>Name.................................................................</td>
</tr>
<tr>
<td></td>
<td>Signature...................................................................</td>
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<tr>
<td></td>
<td>Date..........................................................................</td>
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<tr>
<td></td>
<td>Official stamp................................................................</td>
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<td>TOTAL SCORE 44</td>
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<td>PERCENTAGES 100%</td>
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Pass mark = \( X \geq 50\% \)
PROPOSED CONSTRUCTION OF AN ECDE CLASSROOM

FOR

MERU COUNTY DEPARTMENT OF EDUCATION

ON PERCEL NO. ---------------

BILLS OF QUANTITIES & CONDITIONS OF CONTRACT

The County Architect,
P O. Box 120 - 60200,
MERU.

The County Quantity Surveyor,
P O. Box 120 - 60200,
MERU.

Jan-17
FORM OF TENDER

PROPOSED CONSTRUCTION OF AN ECDE CLASSROOM

Having visited the site and examined the Tender Documents for the execution of the above works, we the undersigned are willing to Contract and perform fully, the whole of the said works in accordance with the said Bills of Quantities, Specifications and Conditions of Contract and to enter into a Contract and complete the whole of the works within the time stated in this Form of Tender.

Our Tender figure including all Preliminaries, P. C. Sums, Provisional Sums and Contingencies and based on a fixed price contract amounts to:

**Kenya Shillings (Words)** .................................................................
........................................................................................................
........................................................................................................
........................................................................................................

Kshs. (figure) ....................................................................................

Signature of Tenderer........................................................................

Name of Tenderer............................................................................

Address of Tenderer........................................................................

Date..............................................

TIME FOR COMPLETION

Further we the undersigned, agree to complete the whole of the works within the time stated below from the date of possession of the site as defined within the Conditions of Contract.

**Words** ...................................................................................(weeks)

**Figures** ..............................................................................(weeks)

OTHER COVENANTS

And further, we the undersigned agree that:

We have visited the site and familiarised ourselves with the current status of the works

In the event of your acceptance of this tender, we will provide a bond from a reputable bank for the due performance of the contract.

The employer shall neither be bound to accept the lowest tender or any Tender nor to reimburse any expenses incurred by the tenderer in the preparation of this Tender.
TENDER VALIDITY PERIOD

Further we, the undersigned, agree that unless and until a formal agreement is executed, this Tender together with your acceptance thereof, shall constitute a binding Contract between us, and this Tender shall remain a valid offer for Sixty (60) days.

EXAMINATION OF TENDER DOCUMENTS

Further we, the undersigned, have examined all the drawings detailed previously which will form part of this Contract, together with the instructions to Tenderers, and we have no further questions relating to them and we have personally signed each document as identification.

Further we, the undersigned understand that the lowest, or any portion of any tender will not necessarily be accepted nor will any expense incurred by the Tenderer in the preparation of this Tender be allowed. Further the Employer reserves the right to award whole or portion of the tenders and to supply only materials or equipment as may deem fit.

Signature of Tenderer...........................................................................................................................

Name of Tenderer...............................................................................................................................

Address of Tenderer............................................................................................................................
**PROPOSED CONSTRUCTION OF AN ECDE CLASSROOM**

**ELEMENT NO. 1**

**SUBSTRUCTURE (ALL PROVISIONAL):**

A. Clear site of bushes, scrubs undergrowth and the like including grubbing up their roots and burn the arising on site as directed.  
- QTY: 102  
- UNIT: SM  
- RATE: 100  
- SHS.: 10,200.00

B. Excavate to reduce level and remove top vegetable soil average 300 mm deep from the existing ground level and cart away and dispose the arising to a location authorised by the local town council.  
- QTY: 31  
- UNIT: CM  
- RATE: 300  
- SHS.: 9,300.00

C. Excavate trenches in normal soil for strip foundation not exceeding 1.50 M deep from the reduced level.  
- QTY: 40  
- UNIT: CM  
- RATE: 300  
- SHS.: 12,000.00

D. Load, cart away and spread extra excavation material on site as directed by the Architect.  
- QTY: 61  
- UNIT: CM  
- RATE: 200  
- SHS.: 12,200.00

E. Return, fill and ram selected excavated materials to sides of foundation wall.  
- QTY: 10  
- UNIT: CM  
- RATE: 130  
- SHS.: 1,300.00

**Wall:**

F. 200 mm rough dressed natural stone wall in cement : sand mortar (1:4).  
- QTY: 54  
- UNIT: SM  
- RATE: 1,000  
- SHS.: 54,000.00

**Filling**

G. 300 mm thick approved hardcore filling well compacted in layers not exceeding 150 mm thick to make up levels.  
- QTY: 102  
- UNIT: SM  
- RATE: 400  
- SHS.: 40,800.00

H. 50 mm thick murram or other equal and approved blinding material to surface of hardcore (m.s.).  
- QTY: 102  
- UNIT: SM  
- RATE: 80  
- SHS.: 8,160.00

I. "Gladiator" or other equal and approved anti-termite insecticide to hardcore surface applied in accordance with Manufacturer's written instructions.  
- QTY: 102  
- UNIT: SM  
- RATE: 300  
- SHS.: 30,600.00

**Total carried to collection**  
- SHS.: 178,560.00
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<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT</th>
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<th>SHS. (CTS)</th>
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<td>Plain concrete (1:4:8) as described in :-</td>
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<tr>
<td>A.</td>
<td>50 mm thick under strip foundation</td>
<td>27</td>
<td>SM</td>
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<tr>
<td></td>
<td>Reinforced concrete 1:2:4 as described in :-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Foundations</td>
<td>5</td>
<td>CM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Columns</td>
<td>1</td>
<td>CM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>150 mm floor slab</td>
<td>76</td>
<td>SM</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sawn formwork as described to :-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>Edges of strip footing 150 - 225 mm girth</td>
<td>90</td>
<td>LM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>Edges of slab 75 mm - 150 mm girth</td>
<td>42</td>
<td>LM</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>High Tensile Reinforcement Bars to B. S. 4461 including cutting, bending and all necessary spacer blocks : ( Provisional ) [100 Kg/Cm] :-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>G</td>
<td>10 mm diameter</td>
<td>264</td>
<td>KG</td>
<td></td>
<td></td>
</tr>
<tr>
<td>H</td>
<td>8 mm diameter</td>
<td>216</td>
<td>KG</td>
<td></td>
<td></td>
</tr>
<tr>
<td>I</td>
<td>B. R. C. A 96 mesh reinforcement to Engineer's specification.</td>
<td>76</td>
<td>SM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>J</td>
<td>1000 gauge polythene damp proof membrane</td>
<td>76</td>
<td>SM</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total carried to collection</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ITEM</td>
<td>DESCRIPTION</td>
<td>QTY</td>
<td>UNIT</td>
<td>RATE</td>
<td>SHS.</td>
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<td>-------------------------------------------------------------------------------</td>
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<tr>
<td></td>
<td><strong>Water disposal</strong></td>
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<td></td>
<td>ITEM</td>
</tr>
<tr>
<td>A.</td>
<td>Allow for keeping all excavation clear of surface and running water</td>
<td></td>
<td></td>
<td></td>
<td>ITEM</td>
</tr>
<tr>
<td></td>
<td><strong>Plunking and Strutting</strong></td>
<td></td>
<td></td>
<td></td>
<td>ITEM</td>
</tr>
<tr>
<td>B.</td>
<td>Allow for plunking and strutting to sides of all excavation to keep</td>
<td></td>
<td></td>
<td></td>
<td>ITEM</td>
</tr>
<tr>
<td></td>
<td>excavation free from all fallen materials</td>
<td></td>
<td></td>
<td></td>
<td>ITEM</td>
</tr>
<tr>
<td></td>
<td><strong>Plinth finishes</strong></td>
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<td></td>
<td></td>
<td>ITEM</td>
</tr>
<tr>
<td>C.</td>
<td>12 mm thick plaster to plinth</td>
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<td>SM</td>
<td></td>
<td>ITEM</td>
</tr>
<tr>
<td>D.</td>
<td>Prepare and apply two coats black bituminous paint to plastered</td>
<td>13</td>
<td>SM</td>
<td></td>
<td>ITEM</td>
</tr>
<tr>
<td></td>
<td>surface</td>
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<td>ITEM</td>
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<td></td>
<td><strong>Precast concrete paving blocks</strong></td>
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<td>ITEM</td>
</tr>
<tr>
<td>E.</td>
<td>Provide and lay to fall 60 mm thick medium duty interlocking</td>
<td>25</td>
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<td>precast concrete paving blocks as per &quot;BAMBURI BLOX&quot; catalogue or other</td>
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<td>ITEM</td>
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<td></td>
<td>equal and approved manufacturer’s catalogue including vibrating down with</td>
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<td></td>
<td></td>
<td>ITEM</td>
</tr>
<tr>
<td></td>
<td>an approved plate compactor.</td>
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<td></td>
<td></td>
<td>ITEM</td>
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</table>

**Total carried to collection**

**COLLECTION**

Carried forward from page  1/1

Carried forward from page  1/2

Brought down from above

**Total carried to Summary**
<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QTY</th>
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<td><strong>R. C. SUPERSTRUCTURE:</strong></td>
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<td><em>Reinforced concrete (1:2:4) as described to:</em></td>
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</tr>
<tr>
<td></td>
<td><strong>A</strong> Beams</td>
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<td>CM</td>
<td>12,000</td>
<td>36,000.00</td>
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<td><strong>B</strong> Columns</td>
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<td>CM</td>
<td>12,000</td>
<td>12,000.00</td>
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<tr>
<td></td>
<td><strong>High Tensile Reinforcement Bars to B. S. 4461 including</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>cutting, bending and all necessary spacer blocks : (Provisional)::</em></td>
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<tr>
<td></td>
<td><strong>C</strong> 10 mm ditto</td>
<td>208</td>
<td>KG</td>
<td>145</td>
<td>30,160.00</td>
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<td></td>
<td><strong>D</strong> 8 mm ditto</td>
<td>112</td>
<td>KG</td>
<td>145</td>
<td>16,240.00</td>
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<td><strong>Sawn formwork as described to:</strong></td>
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<tr>
<td></td>
<td><strong>E</strong> Sides and soffits of beams and columns</td>
<td>39</td>
<td>SM</td>
<td>300</td>
<td>11,700.00</td>
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<td><strong>Total carried to Summary</strong></td>
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<tr>
<td>ITEM</td>
<td>DESCRIPTION</td>
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<td>ELEMENT NO. 3</td>
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<td>WALLING</td>
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<tr>
<td></td>
<td>Smooth dressed quarry stone or other equal and approved walling in Cement : sand (1:4) mortar:-</td>
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<tr>
<td>A.</td>
<td>200 mm thick externally.</td>
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<td>SM</td>
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<td>B.</td>
<td>Extra over ditto for 10 mm neat horizontal key and flush vertical joints in (1:4) mortar.</td>
<td>97</td>
<td>SM</td>
<td></td>
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<tr>
<td>C.</td>
<td>Approved 200 mm wide damp proof course laid to breaking joints with 150 mm laps in cement : sand (1:3) mortar.</td>
<td>141</td>
<td>LM</td>
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Total carried to Summary

142,400.00
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</tbody>
</table>

**ELEMENT NO.**

**ROOF STRUCTURE**

**ROOF**

*(PROVISONAL)*

All timber to be well seasoned 2\textsuperscript{nd} grade timber pressure impregnated with Tanalith 'C':-

The following in 22 No. Trusses Type "T1" spanning 15,800 mm with a height 3200 mm raised 3100 mm from the ground level:

A. 150 x 50 mm rafters 124.2 LM

B. 100 x 50 mm king/end posts, struts/ties 126 LM

C. 150 x 50 mm top and ceiling joists 90 LM

**Seasoned Celcured 2\textsuperscript{nd} Grade Cypress**:

D. 150 x 50 mm common rafters 124.2 LM

E. 100 x 50 mm purlins 60 LM

F. 100 x 50 mm wall plate 40.4 LM

G. 150 x 50 mm valley, ridge and hip rafters 20 LM

**Total carried to collection**

---

Proposed Construction of an ECDE Classroom
<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT</th>
<th>RATE</th>
<th>SHS.</th>
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<tr>
<td></td>
<td>Roof Covering :-</td>
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<tr>
<td></td>
<td>Supply and fix prepainted gauge 28 IT5 roof cover or other equal and approved roof covering: measured net without allowing for headlaps or side laps laid on and including 50 x 38 mm pressure impregnated cypress batten as described in :-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.</td>
<td>Roof coverings</td>
<td>129.7</td>
<td>SM</td>
<td></td>
<td>116,748.00</td>
</tr>
<tr>
<td>B.</td>
<td>250 mm diameter half round ridge, valley and hip cap.</td>
<td>10</td>
<td>LM</td>
<td></td>
<td>2,250.00</td>
</tr>
<tr>
<td></td>
<td>Fascia eaves linings :-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Eaves lining consisting UPVC</td>
<td>27</td>
<td>SM</td>
<td></td>
<td>24,300.00</td>
</tr>
<tr>
<td>D</td>
<td>40 x 20 mm wrot podo quadrant in eaves</td>
<td>90</td>
<td>LM</td>
<td></td>
<td>8,100.00</td>
</tr>
<tr>
<td>E</td>
<td>200 x 25 mm chamfered wrot cypress fascia / barge board with splayed heading joints fixed to ends of rafters and purlins.</td>
<td>45</td>
<td>LM</td>
<td></td>
<td>11,250.00</td>
</tr>
<tr>
<td>F</td>
<td>100 x 20 mm moulded cornice</td>
<td>45</td>
<td>LM</td>
<td></td>
<td>5,400.00</td>
</tr>
<tr>
<td>G</td>
<td>250 x 250 mm eaves vents in coffee tray wire and 40 x 25 mm cypress bidding all round including trimming T &amp; G.</td>
<td>6</td>
<td>NO</td>
<td></td>
<td>2,100.00</td>
</tr>
<tr>
<td></td>
<td>Rainwater Disposal:-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>H</td>
<td>28 Gauge SWG galvanized mild steel rainwater goods with lapped, rivetted and soldered joints or seams including all labour .</td>
<td>150 x 125 mm rectangular boxed eaves gutter including fixing clamps at 600 mm centre.</td>
<td>21</td>
<td>LM</td>
<td></td>
</tr>
</tbody>
</table>

Total carried to collection

Proposed Construction of an ECDE Classroom
<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT</th>
<th>RATE</th>
<th>SHS.</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>100 mm diameter rainwater downpipe imbedded to walls or boxed in walls and all necessary clamping.</td>
<td>6</td>
<td>LM</td>
<td>300</td>
<td>1,800.00</td>
</tr>
<tr>
<td>B</td>
<td>Extra over ditto for swan neck</td>
<td>2</td>
<td>NO</td>
<td>200</td>
<td>400.00</td>
</tr>
<tr>
<td>C</td>
<td>Ditto for shoe</td>
<td>2</td>
<td>NO</td>
<td>200</td>
<td>400.00</td>
</tr>
</tbody>
</table>

**Prepare and apply three coats gloss oil paint on :-**

| D    | Surfaces of wood work girth 200 -300 mm externally                         | 45  | LM   | 60   | 2,700.00 |

**Touch up primer prepare and apply three coats gloss oil paint on metal surfaces as described in :-**

| E    | Surfaces of gutter 200 -300 mm girth                                       | 27  | LM   | 60   | 1,620.00 |

**Total carried to collection**

**COLLECTION**

Brought forward from page 1/6

Brought forward from page 1/7

Brought down from above

**Total carried to Summary**
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<tr>
<th>ITEM</th>
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<tr>
<td><strong>ELEMENT NO. 4</strong></td>
<td><strong>WINDOWS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Supply and fix the following standard steel casement windows divided into small equal panes complete with 12 mm square burglar proofing bars neatly welded behind the openable panes and in the same pattern as the panes including heavy duty closers and stay, fixing lugs and one coat red oxide primer all as per Architect's details :-</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Window size 2000 x 1200 mm high</td>
<td>7 NO</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Ditto size 1500 x 1200 mm window</td>
<td>2 NO</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Glazing :-</strong></td>
<td><strong>4 mm thick clear sheet glass fixed to metal frames with putty :-</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Panes 0.1 - 0.5 square metres</td>
<td>20 SM</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Metal surfaces</td>
<td>40 SM</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. Ditto to burglar proof.</td>
<td>40 SM</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Window Cill</strong></td>
<td><strong>150 x 20 mm thick clay window cill jointed and pointed in coloured cement : sand (1:5) mortar</strong></td>
<td>19</td>
<td>LM</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total carried to collection</strong></td>
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<td></td>
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<td>ITEM</td>
<td>DESCRIPTION</td>
<td>QTY</td>
<td>UNIT</td>
<td>RATE</td>
<td>SHS.</td>
<td></td>
</tr>
<tr>
<td>------</td>
<td>-------------</td>
<td>-----</td>
<td>------</td>
<td>------</td>
<td>------</td>
<td></td>
</tr>
<tr>
<td>Wrot cypress  :-</td>
<td>150 x 150 mm pelmet box comprising of 150 x 20 mm fascia and top and 50 x 50 mm battens 150 x 150 x 20 mm ends complete with silent gliss brass curtain track with 10 No. runners per metre.</td>
<td>19</td>
<td>LM</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knot, prime, stop and apply three coats gloss oil to :-</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Wooden surfaces 200 - 300 mm</td>
<td>19</td>
<td>LM</td>
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Total carried to collection

**COLLECTION**

Carried forward from page 1/10

Brought down from above

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<tr>
<td></td>
<td><strong>ELEMENT NO. 5</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>DOORS ( All to Architects details )</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Glazed Metal doors :-</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.</td>
<td>900 x 2400mm high mild steel grille door comprising 1No. openable leave with 40 x 25 x 3mm frame infilled with and including 25 x 25 x 3mm SHS diagonal braces and 16 x 8mm thick square bars all cut and welded together in approved decorative pattern and hang to and including 50 x 25 x 3mm thick mild steel plugged frame all round including inbuilt hinges, hasps and locking facility and priming the whole door with red lead oxide after fabrication.</td>
<td>2</td>
<td>NO</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Prepare and apply three coats of oil paint to :-</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>General metal surfaces</td>
<td>9</td>
<td>SM</td>
<td>2,250.00</td>
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</table>

**Total carried to Summary**
<table>
<thead>
<tr>
<th>ITEM</th>
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<tr>
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<td>ELEMENT NO. 6</td>
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<td></td>
<td>FINISHES</td>
<td></td>
<td></td>
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<tr>
<td>Floors</td>
<td>Cement : sand (1:4) in :-</td>
<td>102</td>
<td>SM</td>
<td>300</td>
<td>30,600.00</td>
</tr>
<tr>
<td></td>
<td>Supply and fix steel trowelled cement sand screed laid carefully and mixed with red oxide</td>
<td></td>
<td></td>
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<tr>
<td>Walls</td>
<td>B 12 mm thick cement and sand (1:4) plaster to columns, walls, beams and jambs internally.</td>
<td>97</td>
<td>SM</td>
<td>250</td>
<td>24,250.00</td>
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<tr>
<td></td>
<td>Painting</td>
<td></td>
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<tr>
<td></td>
<td>C Prepare and apply three coats silk emulsion paint to internal wall and beam surfaces.</td>
<td>97</td>
<td>SM</td>
<td>250</td>
<td>24,250.00</td>
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<td></td>
<td>Total carried to Summary</td>
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<td></td>
<td>79,100.00</td>
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<td>ITEM</td>
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<td>QTY</td>
<td>UNIT</td>
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<td>SHS.</td>
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<tr>
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<td>-------------</td>
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<td>------</td>
<td>------</td>
<td>------</td>
</tr>
<tr>
<td>PROVISIONAL SUMS</td>
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<tr>
<td>Contingency</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>A</td>
<td>Allow for Contigency Sum of Kenya Shillings Eighty Thousand (Kshs.80,000.00) only.</td>
<td></td>
<td></td>
<td>SUM</td>
<td>80,000</td>
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<tr>
<td>Project management</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Allow for Sum of Kenya Shillings One Hundred Thousand (Kshs.100,000.00) only for project management expenses.</td>
<td></td>
<td></td>
<td>SUM</td>
<td>100,000</td>
</tr>
</tbody>
</table>

Total carried to Summary
<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT</th>
<th>RATE</th>
<th>SHS.</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Substructure</td>
<td>1/3</td>
<td></td>
<td>496,980.00</td>
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</tr>
<tr>
<td>2</td>
<td>Reinforced Concrete Superstructure</td>
<td>1/4</td>
<td></td>
<td>106,100.00</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Roof</td>
<td>1/8</td>
<td></td>
<td>289,434.67</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Walling</td>
<td>1/5</td>
<td></td>
<td>142,400.00</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Windows</td>
<td>1/7</td>
<td></td>
<td>141,940.00</td>
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</tr>
<tr>
<td>6</td>
<td>Doors</td>
<td>1/10</td>
<td></td>
<td>36,810.00</td>
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<td>7</td>
<td>Finishes</td>
<td>1/12</td>
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<td>8</td>
<td>Provisional sums</td>
<td>1/13</td>
<td></td>
<td>180,000.00</td>
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</tbody>
</table>

**SUMMARY**

**GRAND SUMMARY CARRIED TO THE FORM OF TENDER**
FLOOR LAYOUT PLAN

SECTION X-X

ELEVATION 01

100mm thick Concrete slab
50mm thick approved murram blinding
150mm thick Well compacted hardcore filling

NOTES:
1. All dimensions are in mm unless otherwise stated.
2. All levels & dimensions to be checked on site before any construction work starts and any discrepancy referred to the architect immediately.
3. Foundation depth to be determined on site.
4. All structural specifications to be provided by the engineer.
5. Provide dump proof course under all walls.
6. Plumbing and drainage works to M.O.H. satisfaction, all pipes to be p.v.c. or u.p.v.c. and cast in 150mm thick concrete under building and drive way or to be of cast.
7. Do not scale off the drawings.
8. All walls less than 200mm thick to be reinforced with hoop iron at every alternate course.
9. All Inspection Chambers along drive way should have quality heavy duty covers.
10. Reserve 10,000lts. of water tank with automatic booster pump.
11. All works to be strictly carried out in accordance to standard specifications and relevant notes.

REVISIONS:

PROJECT:
PROPOSED ECD CLASSROOM

CLIENT:

DRAWING TYPE:

LAYOUT PLAN, SECTION AND ELEVATIONS

SCALE: 1:100

DATE: APRIL 2014

DRAWN BY: SMM

CHECKED BY: