# COUNTY GOVERNMENT OF MERU

## DEPARTMENT OF WATER AND IRRIGATION

## OPEN TENDER FOR
## CONSTRUCTION OF PIPELINES, ELEVATED TANKS TOWER AND EQUIPPING OF A BOREHOLE FOR LOT NO. 12

## TENDER NUMBER: CGM/ONT/070/2019-2010

NEGOTIATION NUMBER: 758969

(NOVEMBER, 2019)

| The Engineer | The Employer |
| --- | --- |
| CHIEF OFFICER<br>WATER AND IRRIGATION<br>COUNTY GOVERNMENT OF MERU<br>P.O. BOX 120 - 60200,<br>MERU. | THE GOVERNOR,<br>COUNTY GOVERNMENT OF MERU<br>P.O. BOX 120 - 60200,<br>MERU. |

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# SECTION I: INVITATION FOR TENDERS

## CONSTRUCTION OF PIPELINES, ELEVATED TANKS TOWER AND EQUIPPING OF A BOREHOLE FOR LOT NO. 12 (NEGOTIATION NO. 758969 )

The County Government of Meru (CGM), under Department of water and irrigation (hereafter called "The Client") now invites sealed bids from eligible contractors/ suppliers, for the stated works/supplies. Interested candidates may obtain further information from and inspect the tender document from CGM website: **www.meru.go.ke** or **supplier.treasury.go.ke.**

1.1 Interested bidders shall download the tender document from the website freely, and MUST forward their particulars immediately for recording and further clarification and addenda to **procurement.finance@meru.go.ke**.

1.2 Completed tender documents shall be submitted through the IFMIS Supplier Portal: **supplier.treasury.go.ke** as per the requirements contained in the tender document so as to be received on or before the date and time indicated in IFMIS-**( 11th December, 2019 at 10.00AM)**

1.3 Tenderers shall furnish, as part of their application a tender security as per the tender instructions appendix.

1.4 Bidders who may experience any challenges in accessing or uploading the tender documents in the IFMIS tender portal should contact IFMIS help desk Tel (0800721477) at the National Treasury

**NOTE: The system will automatically lock out at the date & time of tender closing indicated in the IFMIS portal. Manual Submissions shall not be acceptable in this e-tendering and therefore no physical opening of the tenders**

CHIEF OFFICER,
WATER AND IRRIGATION
COUNTY GOVERNMENT OF MERU,
P. O. BOX 120-MERU.

# SECTION II – INSTRUCTIONS TO TENDERERS

## 2.1 Eligible Tenderers

**2.1.1.** This Invitation to tender is open to all tenderers eligible as described in the instructions 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 mandatory documentation as given under the Appendix to Instructions to Tenderers – clause 2.29 must be submitted as they will be used for confirmation of eligibility of the tenders.

**2.1.3.** The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

**2.1.4.** 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 services under this Invitation for tenders.

**2.1.5.** Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

## 2.2 Cost of Tendering

**2.2.1** 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.

**2.2.2** This tender document is not chargeable and is given to the tenderer selected by the Procuring entity.

## 2.3 Contents of Tender Document

**2.3.1** The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to tenderers.

i) Invitation to Tender

ii) Instructions to Tenderers

iii) General Conditions of Contract

iv) Special Conditions of Contract

v) Schedule of requirements

vi) Technical Specifications

vii) Tender Form and Price Schedules

viii) Tender Security Form ix) Contract Form

x) Performance Security Form

xi) Bank Guarantee for Advance Payment Form

xii) Manufacturer's Authorization Form

xiii) Confidential Business Questionnaire Form

xiv) Declaration form

**2.3.2** 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.

## 2.4 Clarification of Tender Documents

**2.4.1** A prospective tenderer making inquiries of the tender documents may notify the Procuring entity in writing or by post at the entity's address indicated in the invitation for tenders. 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.

**2.4.2** 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.

## 2.5 Amendment of Tender Documents

**2.5.1** At any time prior to the deadline for submission of tender, 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 issuing an addendum.

**2.5.2** All prospective tenderers that have obtained the tender documents will be notified of the amendment in writing or by post and will be binding on them.

**2.5.3** 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.

## 2.6 Language of Tender

**2.6.1** 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.

## 2.7 Documents Comprising the Tender

**2.7.1** The tender prepared by the tenderers shall comprise the following components.

a) A Tender Form and a Price Schedule completed in accordance with clauses 2.8, 2.9 and 2.10 below.

b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.

c) Tender security furnished is in accordance with

Clause 2.12. d) Confidential business questionnaire.

## 2.8 Form of Tender

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

## 2.9 Tender Prices

**2.9.1** The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

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

**2.9.3** Prices quoted by the tenderer shall remain fixed during the 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 clause 2.22.

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

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

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

## 2.10 Tender Currencies

**2.10.1** Prices shall be quoted in the either in Kenya Shillings or which will be converted to Kenya Shillings according to Clause 2.23.

## 2.11 Tenderers Eligibility and Qualifications

**2.11.1** 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.

**2.11.2** The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## 2.12 Tender Security

**2.12.1** The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the instruction to tender.

**2.12.2** The tender security shall be as indicated in the appendix to instruction to tenders.

**2.12.3** 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 clause 2.12.7.

**2.12.4** The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

a) A bank guarantee.

b) Cash.

c) Such insurance guarantee approved by the Authority.

**2.12.5** Any tender not secured in accordance with clause 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to clause 2.20.

**2.12.6** Unsuccessful tenderer's 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.

**2.12.7** The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to clause 2.26, and furnishing the performance security, pursuant to clause 2.27.

**2.12.8** The tender security May be forfeited:

a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity 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 clause 2.26; **or**
   ii) to furnish performance security in accordance with clause 2.27.

c) If the tenderer rejects, correction of an error in the tender.

## 2.13 Validity of Tender

**2.13.1** The tender shall remain valid for 120 days or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to clause 2.20. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.

**2.13.2** 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 clause 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.

## 2.14 Format and Signing of Tender

**2.14.1** The tenderer 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.

**2.14.2** 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. All pages of the tender, except for un amended printed literature, shall be initialed by the person or persons signing the tender.

**2.14.3** 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.

## 2.14.4 Payment terms

The payment terms for this tender are for a credit period of thirty (30) days from the date when monthly invoices have been received at CGM, and after confirmation of satisfactory receipt of services. The tenderer should clearly indicate the payment terms in their proposal if different.

**2.14.5** 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(s) duly authorized to bind the tenderer to the contract. All pages of the tender, except for un amended printed literature, shall be initialed by the person(s) signing the tender.

**2.14.6** 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(s) signing the tender.

## 2.15 Sealing and Marking of Tenders

**2.15.1** 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.

The inner and outer envelopes shall:

a) be addressed to the Procuring entity at the address given in the invitation to tender;

b) bear, tender number and name in the invitation to tender and the words: **"DO NOT OPEN BEFORE** date and time indicated in the invitation to tenderers.

**2.15.2** 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".

**2.15.3** If the outer envelope is not sealed and marked as required by clause 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

**2.15.4** Deadline for Submission of Tenders

**2.15.5** Tenders must be received by the Procuring entity at the address specified in the Invitation to Tender no later than, date and time indicated in the invitation to tenderers.

**2.15.6** The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with clause 2.5, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

## 2.16 Modification and withdrawal of tenders

**2.16.1** 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 tender's is received by the procuring entity prior to the deadline prescribed for the submission of tenders.

**2.16.2** The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause 2.15. A withdrawal notice may also be

sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

**2.16.4** 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 clause 2.12.7.

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

**2.16.6** 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.

## 2.17 Opening of Tenders

**2.17.1** The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

**2.17.2** 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 Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.

**2.17.3** The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

## 2.18 Clarification of tenders

**2.18.1** 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 shall be sought, offered, or permitted.

**2.18.2** 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.

**2.18.3** Comparison or contract award decisions may result in the rejection of the tenderers' tender.

## 2.19 Preliminary Examination and Responsiveness

**2.19.1** The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

**2.19.2** 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 quantity, 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 may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

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

**2.19.4** Prior to the detailed evaluation, pursuant to clause 2.22, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these clauses, 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.

**2.19.5** 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 nonconformity.

**2.19.6** Conversion to a single currency

**2.19.7** Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

## 2.20 Evaluation and comparison of tenders

**2.20.1** The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to clause 2.20.

**2.20.2** The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

**2.20.3** The Procuring entity'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 clause 2.22.4 and in the technical specifications:

a) operational plan proposed in the tender; and
b) deviations in payment schedule from that specified in the Special Conditions of Contract;

**2.20.4 Pursuant to clause 2.22.3 the following evaluation methods will be applied:**

a) *Operational Plan.*
The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenderers offering to perform 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 on a 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.

**2.20.5** The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

**2.20.6 To qualify for contract awards, the tenderer shall have the following:-**

a) Pass the preliminary evaluation having submitted all the mandatory documentation

b) Score the minimum technical evaluation score as given in the evaluation criteria under the appendix to instructions to tenderers – clause 2.29.

c) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

d) Legal capacity to enter into a contract for procurement

e) 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

f) Shall not be debarred from participating in public procurement.

**2.21** Contacting the procuring entity

**2.21.1** Subject to clause 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

**2.21.2** 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 tenderers tender.

## 2.22 Award of Contract

### a) Post qualification

**2.22.1** 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.

**2.22.2** The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to clause 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

**2.22.3** 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

**2.22.4** Subject to clause 2.27 the Procuring entity 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.

**2.22.5** 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. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

**2.22.6** 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.

## 2.23 Notification of award

**2.23.1** 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.

**2.23.2** The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

**2.23.3** Upon the successful Tenderer's furnishing of the performance security pursuant to clause 2.27, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to clause 2.12.

## 2.24 Signing of Contract

**2.24.1** At the same time as the Procuring entity 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.

**2.24.2** 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.

**2.24.3** 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.

## 2.25 Performance Security

**2.25.1** Within fourteen (14) 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.

**2.25.2** Failure of the successful tenderer to comply with the requirement of clause 2.26 or clause 2.27.1 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 or call for new tenders.

## 2.26 Corrupt or Fraudulent Practices

**2.26.1** The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

**2.26.2** 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;

**2.26.3** 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

| Instructions | Particulars of appendix to instructions to tenders |
|---|---|
| 2.12 | Bidders must upload copy of ORIGINAL bid security to the IFMIS Portal & deliver the ORIGINAL bid security to the office of Director Supply Chain Management Services, in the Head-Quarter building of the CGM. A bidder will demand an acknowledged copy of the bid bond |
| 2.12.2 | Bidders shall provide a bid security as per mandatory conditions, valid for 120 days from the date of tender opening. Tender security shall be from a reputable bank or an insurance company approved PPRA. |
| 2.14.1 | ORIGINAL Tender documents shall be scanned and sent through IFMIS portal only. No manual submissions shall be allowed. |
| 2.14.4 | Payment terms shall be as agreed between both partied on contract signed by both parties. |
| 2.15.1 | Manual Submissions shall not be acceptable in this e-tendering and therefore no physical opening of the tenders. |
| 2.15.4 | The system will automatically lock out at the date & time of tender closing indicated in the IFMIS portal. |
| 2.15.7 | ORIGINAL Tender documents shall be scanned and sent through IFMIS portal only. No manual submissions shall be allowed. |
| 2.17 | Opening & Evaluation of tenders will be conducted online through IFMIS by unsealing and scoring. Therefore, No tenders shall be announced and notifications will be sent through IFMIS Portal. |
| 2.18 | Tenderers can make inquiries through email: **procurement.finance@meru.go.ke** |

| Instructions | Particulars of appendix to instructions to tenders |
|---|---|
| 2.19.2 | No correction of errors pursuant to Section 82 of the PPADA 2015 |
| 2.20.3 | To be qualified for award of Contract, the tenderer must meet all the conditions in the appendix. |
| 2.25 | Performance security shall be 5% of the bid amount. |
| 2.7 | The responsibility, risk and cost visiting the Site shall be at the Tenderer's own expense & times. |
| 2.8 | The evaluation criteria in this appendix shall be used |

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| | Mandatory Evaluation Criteria |
|---|---|
| 9. | Be registered by NCA for Water Works Category 6 and above (Attach copy of License and Practicing Certificate) |
| 10. | Copy of recent CR12 issued within the last 12 months from the date of Tender Opening & copies of National IDs/ Passports for the Directors |
| 11. | Joint Ventures shall provide all the information for the partners as per the standard form provided |
| 12. | Undertaking certified by commissioner of oaths, that all mandatory & technical information are a true reflection of reality |

| Item | Description | Scoring breakdown | Max-points |
|---|---|---|---|
| | **Technical Evaluation Criteria** | | |
| 1 | Experience of the Contractor in works of a similar nature and size completed within the last five years<br><br>**Similar works completed within the last five (5) years each with a value of at least Kshs. Five (5) Million, that have been successfully and substantially completed**<br><br>(Present in a table format and attach copies of completion certificates, handing over certificates & LSO/ Contracts)<br><br>5 projects and above successfully completed<br><br>4 projects and above successfully completed<br><br>3 projects and above successfully completed<br><br>2 projects and above successfully completed<br><br>1 project successfully completed<br><br>None or no relevant project | (Aggregate score)<br><br>25<br><br>20<br><br>15<br><br>10<br><br>5<br><br>0 | 25 |
| 2. | Names and addresses of clients who may be contacted for further information on the completed projects. (in a table format with the following details; Name of the | (Aggregate score) | 5 |

| Item | Description | Scoring breakdown | Max-points |
|---|---|---|---|
| | **Technical Evaluation Criteria** | | |
| | contact person, Firm, Project/Assignment and Contact - Postal *Address, E-mail Address, Tel: No. etc*). Also attach reference letters from the clients.<br><br>5 Clients and above<br><br>4 Clients<br><br>3 Clients<br><br>2 Clients<br><br>1 Client<br><br>No Client | <br><br><br><br>5<br><br>4<br><br>3<br><br>2<br><br>1<br><br>0 | |
| 3. | **Qualifications and experience** of key site management and technical personnel proposed for the Contract and an undertaking that they shall be available for the Contract i.e.<br><br>Qualifications and experience of key personnel (Attach current signed original CVs and copy of relevant certificates).<br><br>Project Engineer to have at least a degree in relevant engineering with at least Six (6) years relevant experience. *Academic Qualification* ***(2 points)*** *& Experience for the Period Indicated* ***(5 Points).*** *Submission of detailed C.V* ***(1 point)***<br><br>Site Manager to have at least a relevant professional qualification with Five (5) years' experience in the proposed position or works of a similar nature. Academic **Qualification (2points)** & Experience for the Period Indicated **(3 Points).** Submission of detailed C.V **(1 Points)**<br><br>Supervisor to have at least a relevant professional qualification with Three (3) years' experience in the proposed position or works of a similar nature. *Academic Qualification* ***(1 points)*** *& Experience for the Period Indicated* ***(2 Points).*** *Submission of detailed C.V* ***(1 Points)*** | (Add individual item score)<br><br><br><br><br><br>8<br><br><br><br><br><br>6<br><br><br><br><br><br>4 | 20 |

| Item | Description | Scoring breakdown | Max-points |
|---|---|---|---|
| | **Technical Evaluation Criteria** | | |
| | Any other qualified and relevant personnel proposed with adequate experience and with necessary documentation submitted as above will be awarded 1 marks each up to a maximum of 2 marks | 2 | |
| 4. | **Financial Situation:** The current soundness of the applicant's financial position and its respective long-term profitability. Submit Audited financial statements reported within the last three (3) years (2018, 2017, and 2016).<br><br>Turnover equal to 3 times the cost of the project<br><br>Turnover greater or equal to the cost of the project<br><br>Turnover below the cost of the project | (Aggregate score)<br><br>3<br><br>2<br><br>0 | 3 |
| 5. | Litigation and arbitration history. Information regarding any litigation, current or during the last five years, in which the tenderer is involved, the parties concerned and disputed amount (Provide current affidavit)<br><br>Provided and satisfactory<br><br>Not explained | (Aggregate score)<br><br>2<br><br>0 | 2 |
| 6. | Major items of Contractor's Equipment proposed for carrying out the Works including but not limited to the listed items; back hole, water bowser, truck, transportation vehicles etc<br>a)List at least three available equipment for the work– provide Proof of ownership i.e log book or lease agreement | (Aggregate score)<br><br>4 each. | 12 |
| 7 | **Environmental Health and Safety Policy**<br>a) Submit a signed draft work program chart, in preferably MS Project, starting from the date of receipt of order to completion of drilling works for one borehole.<br>b)Work Safety Management- Bidder to submit the following<br>Safety Policy<br>Workers safety<br>Accident prevention | 6<br><br>4 each | 18 |

| Item | Description | Scoring breakdown | Max-points |
|---|---|---|---|
| | Technical Evaluation Criteria | | |
| 8 | Comprehensive Organizational structure<br>• Provided and satisfactory<br>• Not explained | 3<br>0 | 3 |
| 9 | Physical facilities:<br>Details of physical address and contacts with copy of either title, lease documents or latest utility bill | 12<br>0 | 12 |
| | Total | | 100 |

-0-0-0

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 services" means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.

d) "The Procuring entity" means the organization sourcing for the services under this Contract.

e) "The contractor means the individual or firm providing the services under this Contract.

f) "GCC" means general conditions of contract contained in this section

g) "SCC" means the special conditions of contract

h) "Day" means calendar day

## 3.2 Application

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

## 3.3 Joint Drafting

The parties have participated jointly in the negotiation and drafting of this agreement. In the event an ambiguity or question of intent or interpretation arises, this agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this agreement.

## 3.4 Effectiveness of Contract

This Contract shall come into effect on ……

## 3.5 Commencement of services

The Tenderer shall begin carrying out the Services immediately the Contract becomes effective or at such other date as may be specified.

## 3.6 Standards

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

## 3.7 Patent right's

3.7.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design tights arising from use of the services under the contract or any part thereof.

## 3.8 Performance Security

3.8.1 Within twenty eight (30) 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.

3.8.2 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.

3.8.3 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) A bank guarantee.

c) Such insurance guarantee approved by

the Authority. d) Letter of credit.

3.8.4 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 of obligations under the contract, including any warranty obligations under the contract.

## 3.9 Inspections and tests

3.9.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services 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.

3.9.2 The inspections and tests may be conducted on 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 Procuring entity.

3.9.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.9.4 Nothing in clause 3.9 shall in any way release the tenderer from any warranty or other obligations under this Contract.

## 3.10 Payment

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

3.10.2 The payment terms are as agreed in the contact signed by both parties and after confirmation of satisfactory receipt of services.

## 3.11 Monitoring & Evaluation

The Tenderer's and CGM representative shall meet as frequently as will be agreed to evaluate performance of the tenderer. The tenderer shall issue reports to CGM covering the
the tenderer is to carry out.

## 3.12 Prices

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 procuring entity'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 and shall be as prescribed by PPADA 2015

## 3.13 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.

## 3.14 Termination for default

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 provide any or all of the services 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; and

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.

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, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

## 3.15 Termination of insolvency

The procuring entity may at any time 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 procuring entity.

## 3.16 Termination for convenience

3.16.1 The procuring entity 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 procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.16.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

## 3.17 Resolution of disputes

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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.

## 3.18 Governing language

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.

## 3.19 Force Majeure

The contractor 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.

## 3.20 Applicable law

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

## 3.21 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.

## 3.22 Confidentiality

i) "Confidential Information" shall, for the purposes of this Agreement, include without limitation any financial, strategic, technical, commercial, geological and scientific information, know-how, trade secrets and data in whatever form, communicated to the Tenderer or acquired by the CGM during the course of the tenderer carrying out his duties as contemplated in this Agreement.

ii) The Tenderer agrees that he will not, during the course of carrying out his duties as contemplated in this Agreement or thereafter into perpetuity, disclose the Confidential Information to any third party for any reason or purpose whatsoever without the prior written consent of the CGM, save in accordance with the provisions of this Agreement.

iii) The Tenderer agrees not to utilize, exploit or in any other manner whatsoever use the Confidential Information disclosed pursuant to the provisions of this Agreement and the terms of any subsequent Agreement made by parties, for any purpose whatsoever without the prior written consent of the CGM.

iv) The Tenderer undertakes not to use the Confidential Information for any purpose other than that for which it is disclosed; and in accordance with the provisions of this Agreement and any subsequent Agreement made by parties.

v) The Tenderer shall be held liable for disclosing confidential information unless he proves that:

a) Such information and data was in the public domain prior to such disclosure;

b) Such information and data has become part of the public domain through no fault of the Tenderer; or

c) Such disclosure was required by any written Kenyan law.

### 3.23 Corrupt gifts and payments of commission

i) The Client is an institution that fosters zero tolerance to fraud and corruption. The Tenderer hereby agrees to avoid fraud and corruption and to report any suspected fraud, corruption, or any activity that jeopardizes the integrity of the Client and its staff to its – Corruption Prevention and Integrity Committee (COPIC).

ii) The Tenderer shall not;

a) Offer or give or agree to give to any person in the service of the Client any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract with the Client or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract with the Client.

b) Enter into this or any other contract with the Client in connection with which commission or consideration has been paid or agreed to be paid by it or on his behalf or to his knowledge, unless before the Contract is made particulars of any such commission or consideration and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing by the Client.

Any breach of this Condition by the Tenderer or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Tenderer) shall be an offence under the provisions of the Public Procurement and Disposal Act 2015 issued under The Exchequer and Audit Act Cap 412 of the Laws of Kenya, Anti-corruption & Economic Crimes Act (2003), Public officer Ethics Act (2003), Government Financial Management Act 2004, and the Performance Contract with the Government.

### 3.24 Expiration of contract

Unless terminated earlier pursuant to Clause ……, this Contract shall terminate on …… after satisfactory completion of services and submission of a report by the Tenderer as required by this contract.

## 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

| General conditions of contra | Special conditions of contract |
|---|---|
| 3.5 | **Particulars of performance security**<br>The amount of Performance Security shall be 5% of the Contract Price in the format of the Performance Security Form provided in the tender document in the form of a bank guarantee drawn by a bank licensed and operating |
| 3.7 | The payments will be done as agreed and signed by both parties in the contract upon receipt of invoice at CGM and confirmation of satisfactory receipt of services. |
| 3.13 | The provisions of the arbitration act of the laws of Kenya |

# SECTION V – TECHNICAL SPECIFICATIONS

| | Equipment | qty |
|---|---|---|
| 1 | RUNDFOS SP 9-16 3kW 3PH PUMP COMPLETE | 1 |
| 2 | FLOATSWITCH 0315/3 C/W 3M CABLE | 1 |
| 3 | 2.5MM2X4 PVC SUBMERSIBLE DROP CABLE | 95 |

| | | |
|---|---|---|
| 4 | DAYLIFF(1.1- 4kW) 3PH MA PP CL PRE CONTROL PANEL | 1 |
| 5 | DAYLIFF 2" STANDARD 3M PIPE | 30 |
| 6 | 2" ADAPTOR SET | 1 |
| 7 | BORE HOLE COVER 2*6 W/O B/VALVE | 1 |
| 8 | LONDEX DUAL CORE CABLE | 100 |
| 9 | 1.5MM*2CORE U/G CABLE | 50 |
| 10 | 4MM*4CORE U/G CABLE | 20 |
| 11 | DAYLIFF MJ40 WATER METER | 1 |
| 12 | ELECTRODE PAIR | 1 |
| 13 | DAYLIFF ELECTRODES | 2 |
| 14 | PVC COOLING SLEEVE 4" | 1 |
| 15 | SOLLATEK AVS 3PH | 1 |
| 16 | TPN S/FUSE 20A | 1 |
| 17 | 25MM PVC PIPE CLASS E | 15 |
| 18 | INSTALLATION SUNDRIES | 1 |
| 19 | INSTALLATION CHARGES | 1 |

| ITEM | DESCRIPTION | UNIT | QTY |
|---|---|---|---|
| | **EXCAVATIONS** | | |
| A | Excavate over site average 200mm deep including shrubs and bush clearing | SM | 24 |
| B | Excavate 600 x 600 x 1.5m deep column bases | CM | 4 |
| C | Extra over excavation for excavation in rocks | CM | 3 |
| 2 | **CONCRETE WORKS** | | |
| D | vibrated concrete class 20/25 on excavated columns | CM | 4 |
| E | ditto to columns bases of 1000 x 1000 m x 300mm thick | CM | 2 |
| F | 125mm thick slab of 25/30 VRC | SM | 24 |

| | | | |
|---|---|---|---|
| G | form work to sides of floor slab 100 -125mm girth | LM | 20 |
| 3 | **Assorted reinforcement steel bars** | | |
| H | D12 mm bars | KG | 192 |
| I | D8 mm bars | KG | 79 |
| J | BRC Ref 142 to slab | SM | 24 |
| 4 | **TOWER ERECTION** | | |
| K | Supply and fix 10mm thick base plate with 13mm holes to receive nuts and bolts of 300 x 200 mm high | No | 6 |
| L | Supply 13 mm x 300mm long bolt with matching nut cased to concrete and properly set to receive base plate | No | 36 |
| M | Supply and fix and erect I beam 160mm x 82mm x 7.5 mm thick bolted to base plate engineers approval | LM | 84 |
| N | 100 mm x 50 mm Channels as braces and decking | LM | 96 |
| O | Supply and fix 2 No 10,000 litres plastic water tank as Roto or equal and approved | No | 2 |

| | | | |
|---|---|---|---|
| **BILL NO 1** | **MAIN LINE TO MAUTINE** | | |
| NO | ITEM DESCRIPTION | UNIT | QUANTITY |
| | **EXCAVATION**<br><br>Excavate pipe route to the required depth as per engineer's specification<br><br>(Depth =0.60 m, width =1.0 m, Length =600.0 m) | $M^3$ | 360 |
| 2 | **PIPE LAYING**<br><br>Provide, lay and test class the following classes of uPVC pipes with rubber rings<br><br>(Rates to include all jointing materials cuttings and wastage) | m | 0 |
| | 63 mm Diam PN 6 | m | 200 |
| | 50 mm Diam PN 6 | m | 200 |
| | 40 mm Diam PN 8 | m | 200 |
| | **SUB-TOTAL** | | |
| | | | |
| | | | |
| **BILL NO 1** | **MAIN LINE TO KIEIGA** | | |
| NO | ITEM DESCRIPTION | UNIT | QUANTITY |
| | **EXCAVATION** | | |

| | | | |
|---|---|---|---|
| | Excavate pipe route to the required depth as per engineer's specification<br><br>(Depth =0.60 m, width =0.60 m, Length =1100.0 m) | $M^3$ | 660 |
| 2 | **PIPE LAYING**<br><br>Provide, lay and test class the following classes of uPVC pipes with rubber rings<br><br>(Rates to include all jointing materials cuttings and wastage) | m | 0 |
| | 63 mm Diam PN 16 | m | 200 |
| | 50 mm Diam PN 6 | m | 200 |
| | 40 mm Diam PN 6 | m | 150 |
| | **SUB-TOTAL** | | |
| | | | |
| **BILL NO 1** | **MAIN LINE TO PRIMARY SCHOOL** | | |
| NO | ITEM DESCRIPTION | UNIT | QUANTITY |
| | **EXCAVATION**<br><br>Excavate pipe route to the required depth as per engineer's specification<br><br>(Depth =0.60 m, width =0.60 m, Length =100.0 m) | $M^3$ | 60 |
| | **PIPE LAYING** | | |

| | | | |
|---|---|---|---|
| 2 | Provide, lay and test class the following classes of uPVC pipes with rubber rings<br><br>(Rates to include all jointing materials cuttings and wastage) | m | 0 |
| | 63 mm Diam PN 16 | m | 100 |
| | 50 mm Diam PN 6 | m | 50 |
| | **SUB-TOTAL** | | |
| | | | |
| **BILL NO.4** | **MINOR VALVE CHAMBERS** | | |
| ITEM | DESCRIPTION | UNIT | QTY |
| | **EXCAVATION**<br><br>Clear ,excavate to recommended depths<br><br>to make way for construction of<br><br>valve chamber ( inside measurements1.25 x1.25 m) | No | 8 |
| | **BLINDING**<br><br>Provide all materials for blinding concrete<br><br>(1:3:6) of 150 mm thick to a square section measuring 2.25 x 2.15 m) | m 3 | 8 |
| | **REINFORCEMENTS** | | 8 |

| | | | |
|---|---|---|---|
| | Provide and place minimum reinforcements (BRC-WELD MESH) for the structure | | |
| | **FOUNDATION PLATE**<br><br>Provide all materials and construct a foundation<br><br>plate (internal diam. 1.25 x 1.25 m)<br><br>Rates to include for all form works, cutting and wastage | | 8 |
| | **BLOCK WALLING**<br><br>Provide all materials and construct valve chamber of internal measurements 1.0 x 1.0 m<br><br>with minimum six (6) courses and as will be determined by the field situation | | 8 |
| | **MANHOLE COVER**<br><br>Provide and fix lockable steel cover (1.0 m x 1.0 m .)<br><br>Rates to include for all workmanship, cutting, and wastage | | 8 |
| | **REDUCING TEE**<br><br>Provide a steel reducing tee (250mm x 200 mmx 63 mm),complete with connections to the sluice valves etc. | | 8 |
| | **SLUICE VALVES**<br><br>Provide and install one (1) sluice valve (63 mm | | 8 |

| | | | |
|---|---|---|---|
| | Diam.) complete with all related fittings | | |
| | Provide and install one (1) sluice valve (63 mm Diam.) complete with all related fittings | | 8 |
| | **PLASTERING AND FINISHING**<br><br>Provide all materials for plastering to smooth finish on both sides (inside and out side) of chamber to the satisfaction of the Engineer | | 8 |
| | **TOTAL** | | |
| | | | |
| | | | |
| | **WATER KIOSKS** | | |
| **BILL NO.5** | **BOQ NO: CONSTRUCTION OF A WATER KIOSK** | | |
| **NO.** | **ITEM/DESCRIPTION** | **UNIT** | **QUANTITY** |
| **A.** | **SUB STRUCTURE** | | |
| 1 | **EXCAVATION**<br><br>Excavation to allow for construction of base floor | m 3 | 6 |
| 2 | **CONCRETE WORKS**<br><br>Mass concrete for base floor<br><br>(to include for all concrete formworks etc) | m 3 | 9 |
| 3 | **STEEL STRUCTURE** | Ton | 3 |

| | | | |
|---|---|---|---|
| | Fabricate and install a steel structure for water kiosk measuring 1.5 m x 1.5 m x 2.0 m)<br><br>(Rates to include for all steel works, door and window and locking systems etc) | | |

| BILL NO 1 | MAIN LINE | | |
|---|---|---|---|
| NO | ITEM DESCRIPTION | UNIT | QUANTITY |
| | **EXCAVATION**<br><br>Excavate pipe route to the required depth as per engineer's specification<br><br>(Depth =0.60 m, width =0.60 m, Length =1650.0 m) | $M^3$ | 960 |
| 2 | **PIPE LAYING**<br><br>Provide, lay and test class the following classes of uPVC pipes with rubber rings<br><br>(Rates to include all jointing materials cuttings and wastage) | M | 133 |
| | 63 mm Diam PN 16 | M | 500 |
| | 50 mm Diam PN 12.5 | M | 500 |
| | 40 mm Diam PN 10 | M | 600 |
| | **EXCAVATION**<br><br>Clear ,excavate to recommended depths<br><br>to make way for construction of<br><br>valve chamber ( inside measurements1.25 x1.25 m) | No | 2 |
| | **BLINDING**<br><br>Provide all materials for blinding concrete | m 3 | 2 |

| | | | |
|---|---|---|---|
| | (1:3:6) of 150 mm thick to a square section measuring 2.25 x 2.15 m) | | |
| | **REINFORCEMENTS**<br><br>Provide and place minimum reinforcements (BRC-WELD MESH) for the structure | | 2 |
| | **FOUNDATION PLATE**<br><br>Provide all materials and construct a foundation<br><br>plate (internal diam. 1.25 x 1.25 m)<br><br>Rates to include for all form works, cutting and wastage | | 2 |
| | **BLOCK WALLING**<br><br>Provide all materials and construct valve chamber of internal measurements 1.0 x 1.0 m<br><br>with minimum six (6) courses and as will be determined by the field situation | | 2 |
| | **MANHOLE COVER**<br><br>Provide and fix lockable steel cover (1.0 m x 1.0 m .)<br><br>Rates to include for all workmanship, cutting ,and wastage | | 2 |
| | **REDUCING TEE**<br><br>Provide a steel reducing tee (250mm x 200 mmx 63 mm),complete with connections to the sluice valves etc. | | 2 |
| | **SLUICE VALVES**<br><br>Provide and install one (1) sluice valve (63 mm Diam.) complete with all related fittings | | 2 |
| | Provide and install one (1) sluice valve (63 mm Diam.) complete with all related fittings | | 2 |
| | **PLASTERING AND FINISHING**<br><br>Provide all materials for plastering to smooth finish on both sides (inside and out side) of chamber to the satisfaction of the Engineer | | 2 |
| **A.** | **SUB STRUCTURE** | | |
| 1 | **EXCAVATION**<br><br>Excavation to allow for construction of base floor | m 3 | 2 |
| | **CONCRETE WORKS** | | |

| | | | |
|---|---|---|---|
| 2 | Mass concrete for base floor<br><br>(to include for all concrete formworks etc) | m 3 | 3 |
| 3 | **STEEL STRUCTURE**<br><br>Fabricate and install a steel structure for water kiosk measuring 1.5 m x 1.5 m x 2.0 m)<br><br>(Rates to include for all steel works, door and window and locking systems etc) | Ton | 1 |
| | **SITE CLEARANCE** | | |
| | Clear site of all bushes and shrubs and remove debris from site as directed by the Engineer | **SM** | **2160** |
| | **Cut down trees over 2.5m girth measured 1m from ground level, grab out roots and dispose as directed by the Engineer** | **NO** | |
| | **EXCAVATION AND EARTHWORKS** | | |
| | Excavate trench for water pipe diametre 90mm HDPE PN 24 for an average of 1.2m but nor exceeding 1.5m deep | **CM** | **1080** |
| | Extra over ditto for excavations in rocks as described and defined in the specifications | **CM** | **450** |
| | Construct reinforced thrust blocks for anchoring the pipe at intervals of 10m at a length of 400m | **NO** | **40** |
| | **PIPE WORKS** | | |
| | Supply and fix HDPE pipe 63mm diametre PN24 | **M** | **1800** |
| | Supply and fix 50mm diametre class B GI pipes threaded with sockets | **NO** | **30** |
| | Supply amd fx 50mm diameter GI non return valve | **No** | **1** |
| | Supply and fix 50 mm water meter with accessories | **No** | **1** |

# SECTION VI – DRAWINGS

(To be provided on site or upon inquiry by interested contractors only: Chief Officer-Harun Kanathi: 0728108288)

# SECTION VII - BILL OF BILL OF QUANTITIES

| LOT 12 | | | | |
|---|---|---|---|---|
| **ANTUBETWE KIONGO MALAENE** | | | | |
| | **Equipment** | **qty** | **Rate** | **Total** |
| 1 | RUNDFOS SP 9-16 3kW 3PH PUMP COMPLETE | 1 | | |
| 2 | FLOATSWITCH 0315/3 C/W 3M CABLE | 1 | | |
| 3 | 2.5MM2X4 PVC SUBMERSIBLE DROP CABLE | 95 | | |
| 4 | DAYLIFF(1.1- 4kW) 3PH MA PP CL PRE CONTROL PANEL | 1 | | |
| 5 | DAYLIFF 2" STANDARD 3M PIPE | 30 | | |
| 6 | 2" ADAPTOR SET | 1 | | |
| 7 | BORE HOLE COVER 2*6 W/O B/VALVE | 1 | | |
| 8 | LONDEX DUAL CORE CABLE | 100 | | |
| 9 | 1.5MM*2CORE U/G CABLE | 50 | | |
| 10 | 4MM*4CORE U/G CABLE | 20 | | |
| 11 | DAYLIFF MJ40 WATER METER | 1 | | |
| 12 | ELECTRODE PAIR | 1 | | |
| 13 | DAYLIFF ELECTRODES | 2 | | |
| 14 | PVC COOLING SLEEVE 4" | 1 | | |
| 15 | SOLLATEK AVS 3PH | 1 | | |
| 16 | TPN S/FUSE 20A | 1 | | |
| 17 | 25MM PVC PIPE CLASS E | 15 | | |
| 18 | INSTALLATION SUNDRIES | 1 | | |
| 19 | INSTALLATION CHARGES | 1 | | |
| | **Monitoring and evaluation** | | | **16,097.32** |

| | | | | |
|---|---|---|---|---|
| | **Project Management Cost** | | | **24,145.98** |
| | SUB TOTAL | | | |

| | | | | | |
|---|---|---|---|---|---|
| | | | | | |
| | **ANTUBETWE KIONGO - MALAENE BOREHOLE** | | | | |
| ITEM | DESCRIPTION | UNIT | QTY | RATE | KSH |
| | **EXCAVATIONS** | | | | |
| A | Excavate over site average 200mm deep including shrubs and bush clearing | SM | 24 | | - |
| B | Excavate 600 x 600 x 1.5m deep column bases | CM | 4 | | - |
| C | Extra over excavation for excavation in rocks | CM | 3 | | - |
| 2 | **CONCRETE WORKS** | | | | - |
| D | vibrated concrete class 20/25 on excavated columns | CM | 4 | | - |
| E | ditto to columns bases of 1000 x 1000 m x 300mm thick | CM | 2 | | - |
| F | 125mm thick slab of 25/30 VRC | SM | 24 | | - |
| G | form work to sides of floor slab 100 -125mm girth | LM | 20 | | - |
| 3 | **Assorted reinforcement steel bars** | | | | - |
| H | D12 mm bars | KG | 192 | | - |
| I | D8 mm bars | KG | 79 | | - |
| J | BRC Ref 142 to slab | SM | 24 | | - |

| | | | | | |
|---|---|---|---|---|---|
| 4 | **TOWER ERECTION** | | | | - |
| K | Supply and fix 10mm thick base plate with 13mm holes to receive nuts and bolts of 300 x 200 mm high | No | 6 | | - |
| L | Supply 13 mm x 300mm long bolt with matching nut cased to concrete and properly set to receive base plate | No | 36 | | - |
| M | Supply and fix and erect I beam 160mm x 82mm x 7.5 mm thick bolted to base plate engineers approval | LM | 84 | | - |
| N | 100 mm x 50 mm Channels as braces and decking | LM | 96 | | - |
| O | Supply and fix 2 No 10,000 litres plastic water tank as Roto or equal and approved | No | 2 | | - |
| | **PROJECT MANAGEMENT COST** | | | | 60,000.00 |
| | **Monitoring and Evaluation** | | | | 40,000.00 |
| | SUB TOTAL | | | | |

| **KANGENYONE - ANTUAMBUI WARD** | | | | | |
|---|---|---|---|---|---|
| **BILL NO 1** | **MAIN LINE TO MAUTINE** | | | | |
| NO | ITEM DESCRIPTION | UNIT | QUANTITY | RATE | TOTAL COST |
| | **EXCAVATION** | $M^3$ | 360 | | |

| | | | | | |
|---|---|---|---|---|---|
| | Excavate pipe route to the required depth as per engineer's specification<br><br>(Depth =0.60 m, width =1.0 m, Length =600.0 m) | | | | |
| 2 | **PIPE LAYING**<br><br>Provide, lay and test class the following classes of uPVC pipes with rubber rings<br><br>(Rates to include all jointing materials cuttings and wastage) | m | 0 | | |
| | 63 mm Diam PN 6 | m | 200 | | |
| | 50 mm Diam PN 6 | m | 200 | | |
| | 40 mm Diam PN 8 | m | 200 | | |
| | **SUB-TOTAL** | | | | |
| **BILL NO 1** | **MAIN LINE TO KIEIGA** | | | | |
| NO | ITEM DESCRIPTION | UNIT | QUANTITY | | |
| | **EXCAVATION** | $M^3$ | 660 | | |

| | | | | | |
|---|---|---|---|---|---|
| | Excavate pipe route to the required depth as per engineer's specification<br><br>(Depth =0.60 m, width =0.60 m, Length =1100.0 m) | | | | |
| 2 | **PIPE LAYING**<br><br>Provide, lay and test class the following classes of uPVC pipes with rubber rings<br><br>(Rates to include all jointing materials cuttings and wastage) | m | 0 | | |
| | 63 mm Diam PN 16 | m | 200 | | |
| | 50 mm Diam PN 6 | m | 200 | | |
| | 40 mm Diam PN 6 | m | 150 | | |
| | **SUB-TOTAL** | | | | |
| **BILL NO 1** | **MAIN LINE TO PRIMARY SCHOOL** | | | | |
| NO | ITEM DESCRIPTION | UNIT | QUANTITY | | |
| | **EXCAVATION** | $M^3$ | 60 | | |

| | | | | | |
|---|---|---|---|---|---|
| | Excavate pipe route to the required depth as per engineer's specification<br><br>(Depth =0.60 m, width =0.60 m, Length =100.0 m) | | | | |
| 2 | **PIPE LAYING**<br><br>Provide, lay and test class the following classes of uPVC pipes with rubber rings<br><br>(Rates to include all jointing materials cuttings and wastage) | m | 0 | | |
| | 63 mm Diam PN 16 | m | 100 | | |
| | 50 mm Diam PN 6 | m | 50 | | |
| | **SUB-TOTAL** | | | | |
| | | | | | |
| **BILL NO.4** | **MINOR VALVE CHAMBERS** | | | | |
| ITEM | DESCRIPTION | UNIT | QTY | | |
| | **EXCAVATION**<br><br>Clear ,excavate to recommended depths | No | 8 | | |

| | | | | | |
|---|---|---|---|---|---|
| | to make way for construction of<br><br>valve chamber ( inside measurements1.25 x1.25 m) | | | | |
| | **BLINDING**<br><br>Provide all materials for blinding concrete<br><br>(1:3:6) of 150 mm thick to a square section measuring 2.25 x 2.15 m) | m 3 | 8 | | |
| | **REINFORCEMENTS**<br><br>Provide and place minimum reinforcements (BRC-WELD MESH) for the structure | | 8 | | |
| | **FOUNDATION PLATE**<br><br>Provide all materials and construct a foundation<br><br>plate (internal diam. 1.25 x 1.25 m)<br><br>Rates to include for all form works, cutting and wastage | | 8 | | |
| | **BLOCK WALLING** | | 8 | | |

| | | | | | |
|---|---|---|---|---|---|
| | Provide all materials and construct valve chamber of internal measurements 1.0 x 1.0 m<br><br>with minimum six (6) courses and as will be determined by the field situation | | | | |
| | **MANHOLE COVER**<br><br>Provide and fix lockable steel cover (1.0 m x 1.0 m .)<br><br>Rates to include for all workmanship, cutting, and wastage | | 8 | | |
| | **REDUCING TEE**<br><br>Provide a steel reducing tee (250mm x 200 mmx 63 mm),complete with connections to the sluice valves etc. | | 8 | | |
| | **SLUICE VALVES**<br><br>Provide and install one (1) sluice valve (63 mm Diam.) complete with all related fittings | | 8 | | |

| | | | | | |
|---|---|---|---|---|---|
| | Provide and install one (1) sluice valve (63 mm Diam.) complete with all related fittings | | 8 | | |
| | **PLASTERING AND FINISHING**<br><br>Provide all materials for plastering to smooth finish on both sides (inside and out side) of chamber to the satisfaction of the Engineer | | 8 | | |
| | **TOTAL** | | | | |
| | | | | | |
| | | | | | |
| | **WATER KIOSKS** | | | | |
| **BILL NO.5** | **BOQ NO: CONSTRUCTION OF A WATER KIOSK** | | | | |
| **NO.** | **ITEM/DESCRIPTION** | **UNIT** | **QUANTITY** | | |
| **A.** | **SUB STRUCTURE** | | | | |
| 1 | **EXCAVATION**<br><br>Excavation to allow for construction of base floor | m 3 | 6 | | |
| 2 | **CONCRETE WORKS**<br><br>Mass concrete for base floor<br><br>(to include for all concrete formworks etc) | m 3 | 9 | | |

| | | | | | |
|---|---|---|---|---|---|
| | **STEEL STRUCTURE** | | | | |
| 3 | Fabricate and install a steel structure for water kiosk measuring 1.5 m x 1.5 m x 2.0 m)<br><br>(Rates to include for all steel works, door and window and locking systems etc) | Ton | 3 | | |
| | **Monitoring and Evaluation** | | | | 60,000 |
| | **PROJECT MANAGEMENT COST** | | | | 90,000 |
| | SUB TOTAL | | | | |

## NTUNENE MARIRI LOT 12

| **BILL NO 1** | **MAIN LINE** | | | | |
|---|---|---|---|---|---|
| NO | ITEM DESCRIPTION | UNIT | QUANTITY | UNIT COST<br><br>(KSH.) | TOTAL COST<br><br>(KSH.) |
| | **EXCAVATION**<br><br>Excavate pipe route to the required depth as per engineer's specification<br><br>(Depth =0.60 m, width =0.60 m, Length =1650.0 m) | $M^3$ | 960 | | |
| 2 | **PIPE LAYING**<br><br>Provide, lay and test class the following classes of uPVC pipes with rubber rings | M | 133 | | |

| | | | | | |
|---|---|---|---|---|---|
| | (Rates to include all jointing materials cuttings and wastage) | | | | |
| | 63 mm Diam PN 16 | M | 500 | | |
| | 50 mm Diam PN 12.5 | M | 500 | | |
| | 40 mm Diam PN 10 | M | 600 | | |
| | **EXCAVATION**<br><br>Clear ,excavate to recommended depths<br><br>to make way for construction of<br><br>valve chamber ( inside measurements1.25 x1.25 m) | No | 2 | | |
| | **BLINDING**<br><br>Provide all materials for blinding concrete<br><br>(1:3:6) of 150 mm thick to a square section measuring 2.25 x 2.15 m) | m 3 | 2 | | |
| | **REINFORCEMENTS**<br><br>Provide and place minimum reinforcements (BRC-WELD MESH) for the structure | | 2 | | |
| | **FOUNDATION PLATE**<br><br>Provide all materials and construct a foundation<br><br>plate (internal diam. 1.25 x 1.25 m)<br><br>Rates to include for all form works, cutting and wastage | | 2 | | |
| | **BLOCK WALLING** | | | | |

| | | | | | |
|---|---|---|---|---|---|
| | Provide all materials and construct valve chamber of internal measurements 1.0 x 1.0 m<br><br>with minimum six (6) courses and as will be determined by the field situation | | 2 | | |
| | **MANHOLE COVER**<br><br>Provide and fix lockable steel cover (1.0 m x 1.0 m .)<br><br>Rates to include for all workmanship, cutting ,and wastage | | 2 | | |
| | **REDUCING TEE**<br><br>Provide a steel reducing tee (250mm x 200 mmx 63 mm),complete with connections to the sluice valves etc. | | 2 | | |
| | **SLUICE VALVES**<br><br>Provide and install one (1) sluice valve (63 mm Diam.) complete with all related fittings | | 2 | | |
| | Provide and install one (1) sluice valve (63 mm Diam.) complete with all related fittings | | 2 | | |
| | **PLASTERING AND FINISHING**<br><br>Provide all materials for plastering to smooth finish on both sides (inside and out side) of chamber to the satisfaction of the Engineer | | 2 | | |
| **A.** | **SUB STRUCTURE** | | | | |
| | **EXCAVATION** | | | | |

| | | | | | |
|---|---|---|---|---|---|
| 1 | Excavation to allow for construction of base floor | m 3 | 2 | | |
| 2 | **CONCRETE WORKS**<br><br>Mass concrete for base floor<br><br>(to include for all concrete formworks etc) | m 3 | 3 | | |
| 3 | **STEEL STRUCTURE**<br><br>Fabricate and install a steel structure for water kiosk measuring 1.5 m x 1.5 m x 2.0 m)<br><br>(Rates to include for all steel works, door and window and locking systems etc) | Ton | 1 | | |
| | **SITE CLEARANCE** | | | | |
| | Clear site of all bushes and shrubs and remove debris from site as directed by the Engineer | **SM** | **2160** | | |
| | **Cut down trees over 2.5m girth measured 1m from ground level, grab out roots and dispose as directed by the Engineer** | **NO** | | | |
| | **EXCAVATION AND EARTHWORKS** | | | | |
| | Excavate trench for water pipe diametre 90mm HDPE PN 24 for an average of 1.2m but nor exceeding 1.5m deep | **CM** | **1080** | | |
| | Extra over ditto for excavations in rocks as described and defined in the specifications | **CM** | **450** | | |
| | Construct reinforced thrust blocks for anchoring the pipe at intervals of 10m at a length of 400m | **NO** | **40** | | |

| | | | | | |
|---|---|---|---|---|---|
| | **PIPE WORKS** | | | | |
| | Supply and fix HDPE pipe 63mm diametre PN24 | **M** | **1800** | | |
| | Supply and fix 50mm diametre class B GI pipes threaded with sockets | **NO** | **30** | | |
| | Supply amd fx 50mm diameter GI non return valve | **No** | **1** | | |
| | Supply and fix 50 mm water meter with accessories | **No** | **1** | | |
| | | | | | |
| | | | | | |
| | **Monitoring and Evaluation** | | | | 80,000.00 |
| | PROJECT MANAGEMENT COST | | | | 120,000.00 |
| | **SUB TOTAL** | | | | |
| | **GRAND TOTAL** | | | | |

Signature of tenderer _____

*Note:* The price schedule should capture each and every item chargeable by the tenderer, including any personnel costs where applicable. No hidden costs are acceptable.

1. *Where applicable, the tenderer can modify the price schedule to exhaustively capture all items with no major deviation from the form above.*

2. *Prices quoted should be inclusive of any applicable taxes – the tenderer should clearly state that their prices are inclusive of VAT where applicable.*

_____

Name & Signature of tenderer (authorized signatory)

Stamp _____

*Note:* In case of discrepancy between unit price and total, the unit price shall prevail.

# 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:*

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 ……

Part 2 (a) – Sole Proprietor

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

Part 2 (b)

Partnership Given details of partners as follows:

| Name | Nationality | Citizenship Details | Shares |
|---|---|---|---|
| 1. | | | |

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

| Name | Nationality | Citizenship Details | Shares |
|---|---|---|---|
| 1 | | | |

Date …… Seal/Signature of Candidate
……..

# TENDER SECURITY FORM

Whereas ……. [*name of the tenderer]*
(hereinafter called "the tenderer") has submitted its tender dated …… [*date of submission of tender]* for the …… *[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]*

# 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 tenderer hereby covenants with the Procuring entity to provide the goods and to remedy the defects therein in conformity in all respects with the provisions of this 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 _____

# 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]*

# BANK GUARANTEE FOR ADVANCE PAYMENT

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 Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract 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 Procuring entity 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 Procuring entity 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]*

# 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.

# BIDDER'S DECLARATION AND INTEGRITY PACT

Bidder's Declaration

We/I the undersigned ....., in the capacity of ……. …… for …… *[name of the company/firm/individual]* certify that the **bidder is not in any of the following situations:**

1 Bankruptcy; are the subject of proceedings for a declaration of bankruptcy, or of an order for compulsory winding up or administration by court, or of any other similar proceedings;

2 Payments to us have been suspended in accordance with the judgment of a court other than a judgment declaring bankruptcy and resulting, in accordance with our national laws, in the total or partial loss of the right to administer and dispose off our property;

3 Legal proceedings have been instituted against us involving an order suspending payments and which may result, in accordance with our national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of our property;

4 Are being wound up, or our affairs are being administered by court, or have entered into an arrangement with creditors, or have suspended business activities or are subject to an injunction against running business by a court of law;

5 Have been convicted by a final judgment of any crime or offence concerning our/my professional conduct;

6 Are guilty of serious misrepresentation with regard to information required for participation in an invitation to tender or execution of a tender already awarded; and

7 Are in breach of contract on another contract with the Government of Kenya or other local or contracting authority or foreign government.

8 Have been convicted of an offence concerning our/my professional conduct by a court of law, or found guilty of grave professional misconduct;

9 Have not fulfilled obligations relating to payments of taxes or statutory contributions.

If the bidder is in any of the above listed situations, kindly attach documents giving details of the situation.

Names in full: [……]

Duly authorized to sign this bid on behalf of (bidder's name):

[……]

Place and date:

[……] Stamp of the firm/company:

# 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

# FORM OF WRITTEN POWER-OF-ATTORNEY

The Tenderer consisting of a joint venture shall state here below the name and address of his representative who is authorized to receive on his behalf correspondence in connection with the Tender.

……

(Name of Tenderer's Representative in block letters)

……

(Address of Tenderer's Representative)

……

(Signature of Tenderer's Representative)

# FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I, ……of P. O. Box …… being a resident of

…….. in the Republic of ------ do hereby make a statement as

follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of ……...

…….. (insert name of the Company) who is a Bidder in respect of **Tender No. ……..** for ……(insert tender title/description) for ……( insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

…….. …… ……

(Title) (Signature) (Date)

Bidder Official Stamp

# FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I, ……of P. O. Box …… being a resident of

…….. in the Republic of ------ do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of ……..

…….. (insert name of the Company) who is a Bidder in respect of **Tender No. ……** for ……(insert tender title/description) for ……( insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ……..( insert name of the Procuring entity) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ……(name of the procuring entity)

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

…… …… ……

(Title) (Signature) (Date)

Bidder's Official Stamp

# 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 an 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