COUNTY GOVERNMENT OF MERU

DEPARTMENT OF TRADE

OPEN RE-TENDER
FOR PROPOSED REFURBISHMENT OF MITUNGUU MARKET AT MITUNGUU WARD

RE-TENDER NUMBER: CGM/ONT/126/2019-2020
IFMIS NEGOTIATION NUMBER: 775849

(RESERVED FOR LOCAL CONTENT)

(February, 2020)

EXECUTING AGENCY/CLIENT:
CHIEF EXECUTIVE OFFICER
COUNTY GOVERNMENT OF MERU
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SECTION I - INVITATION FOR TENDERS

RE-TENDER NAME: PROPOSED REFURBISHMENT OF MITUNGUU MARKET AT MITUNGUU WARD. RE-TENDER NO: CGM/ONT/126/2019-2020 IFMIS NEGOTIATION NO: 775849

The County Government of Meru (CGM) (hereafter called "The Client") now invites sealed bids from resident Contractors of Mitunguu Ward, for provision of the aforementioned works at site. Interested Contractors may obtain further information from and inspect the tender document from CGM website: http://www.meru.go.ke/ portal or Government Portal: https://tenders.go.ke.

1.1 Bidders who will be interested shall download the tender document from the website and MUST forward their particulars immediately for recording and further clarification and addenda to procurement.finance@meru.go.ke

1.2 Completed tender documents must 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-(**21st February, 2020 at 10.00 AM)**. There will be a mandatory site visit on **14th February, 2020 at 10.30 AM**;

1.3 Prices quoted should be net inclusive of all taxes and delivery cost, must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender;

1.4 Tenderers shall furnish, as part of their application a tender security of **Kes. 300,000** as per the standard forms. Bidders must **upload** the **ORIGINAL** bid security to the IFMIS Portal & submit 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**

1.5 The criteria stated in the appendix to instruction to tenderers will be used to evaluate the tenders alongside responsiveness, thereby obtaining the lowest evaluated bidder;

1.6 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 or contact Supply Chain Management Services Office situated at the County Headquarter

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 TRADE
COUNTY GOVERNMENT OF MERU.

SECTION II - INSTRUCTION TO TENDERERS

1. General

1.1 The Employer as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The successful Tenderer will be expected to complete the Works by the Intended Completion Date specified in the said Appendix.

1.2 Tenderers shall include the following information and documents with their tenders, unless otherwise stated:

(a) copies of certificates of registration, and principal place of business;
(b) total monetary value of construction work performed for each of the last three years;
(c) experience in works of a similar nature and size for each of the last three years, and clients who may be contacted for further information on these contracts;
(d) major items of construction equipment owned or hired;
(e) qualifications and experience of key site management and technical personnel proposed for the Contract;
(f) reports on the financial standing of the Tenderer, such as profit and loss statements and auditor's reports for the last three years;
(g) Authority to seek references from the Tenderer's bankers.

1.3 The Tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible or liable for those costs.

1.4 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer's own expense.

1.5 The procurement entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

1.6 The price to be charged for the tender document shall not exceed Kshs. 1,000/= when purchased from the Authority. However the same document could be obtained from the official website for free.

1.7 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2 Tender Documents

2.1 The complete set of tender documents comprises the documents listed here below and any addenda issued in accordance with clause 2.4 here below:-

(a) These instructions to Tenderers
(b) Form of Tender
(c) Conditions of Contract and Appendix to Conditions of Contract
(d) Specifications
(e) Drawings
(f) Bills of Quantities/Schedule of Rates (whichever is applicable)
(g) Other materials required to be filled and submitted in accordance with these Instructions and Conditions

2.2 The Tenderer shall examine all instructions, forms and specifications in the tender documents. Failure to furnish all information required by the tender documents may result in rejection of his tender.

2.3 A Prospective Tenderer making inquiries of the tendering documents may notify the Employer in writing or by cable, telex or facsimile at the address indicated in the letter of invitation to tender. The Employer will respond to any request for clarification received earlier than seven [7] days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.

2.4 Before the deadline for submission of tenders, the Employer may modify the tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing or by cable, telex or facsimile to all Tenderers. Prospective Tenderers shall acknowledge receipt of each addendum in writing to the Employer.

2.5 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend, as necessary, the deadline for submission of tenders in accordance with clause 4.2 here below.

3. Preparation of Tenders

3.1 All documents relating to the tender and any correspondence shall be in English Language.

3.2 The tender submitted by the Tenderer shall comprise the following:-

(a) The Tender;

(b) Tender Security;

(c) Priced Bill of Quantities/Schedule of Rates for lump-sum Contracts

(d) Any other materials required to be completed and submitted by Tenderers.

3.3 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities/Schedule of Rates. Items for which no rate or price is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities/Schedule of Rates. All duties, taxes and other levies payable by the Contractor under the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the Tenderer.

3.4 The rates and prices quoted by the Tenderer shall not be subject to any adjustment during the performance of the Contract.

3.5 The unit rates and prices shall be in Kenya Shillings.

3.6 Tenders shall remain valid for a period of sixty (60) days from the date of submission. However in exceptional circumstances, the Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing.

3.7 The Tenderer shall prepare one original of the documents comprising the tender documents as described in these Instructions to Tenderers.

3.8 The original shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons signing the tender.

3.9 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.

3.10 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.

4. Submission of Tenders

4.1 The tender duly filled and sealed in an envelope shall;-

(a) be addressed to the Employer at the address provided in the invitation to tender;

[b] Bear the name and identification number of the Contract as defined in the invitation to tender; and

[c] Provide a warning not to open before the specified time and date for tender opening.

4.2 Tenders shall be delivered to the Employer at the address specified above not later than the time and date specified in the invitation to tender.

4.3 The tenderer shall not submit any alternative offers unless they are specifically required in the tender documents.

Only one tender may be submitted by each tenderer. Any tenderer who fails to comply with this requirement will be disqualified.

4.4 Any tender received after the deadline for opening tenders will be returned to the tenderer un-opened.

4.5 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with sub-clause 2.5 in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

5. Tender Opening and Evaluation

5.1 The tenders will be opened in the presence of the Tenderers' representatives who choose to attend at the time and in the place specified in the invitation to tender.

5.2 The Tenderers' names, the total amount of each tender and such other details as may be considered appropriate, will be announced at the opening by the Employer . Minutes of the tender opening, including the information disclosed to those present will also be prepared by the Employer.

5.3 Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of the Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's officials, processing of tenders or award decisions may result in the rejection of his tender.

5.4 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:

(a) where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and

(b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer's representative, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.

(c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities/Quotation, the amount as stated in the Form of Tender shall prevail.

(d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the Corrected Builder's Work (i.e. corrected tender sum less P.C. and Provisional Sums).

(e) The Error Correction Factor shall be applied to all Builder's Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.

(f) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and with concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security forfeited.

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

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

5.7 Where contract price variation is allowed, the valuation shall not exceed 15% of the original contract price.

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

5.9 Preference where allowed in the evaluation of tenders shall not exceed 15% of the original contract price.

5.10 To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion, may request [in writing] any Tenderer for clarification of the

tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex or facsimile but no change in the tender price or substance of the tender shall be sought, offered or permitted.

5.11 The Tenderer shall not influence the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. Any effort by the Tenderer to influence the Employer or his employees in his decision on tender evaluation, tender comparison or Contract award may result in the rejection of the tender.

6. Award of Contract

6.1 The award of the Contract will be made to the Tenderer who has offered the lowest evaluated tender price.

6.2 Notwithstanding the provisions of clause 6.1 above, the Employer reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time prior to the award
of Contract without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the action.

6.3 The Tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, telex or facsimile. This notification (hereinafter and in all Contract documents called the "Letter of Acceptance") will state the sum [hereinafter and in all Contract documents called the "Contract Price" which the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. The contract shall be formed on the parties signing the contract. At the same time the other tenderers shall be informed that their tenders have not been successful.

6.4 The Contract Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be signed by the Employer and sent to the successful Tenderer, within 30 days following the notification of award. Within 21 days of receipt, the successful Tenderer will sign the Agreement and return it to the Employer.

6.5 Within 21 days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Performance Security amount stipulated in the Appendix to Conditions of Contract.

6.6 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

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

6.8 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.

7. Corrupt and fraudulent practices

7.1 The procuring entity requires that the tenderer observes the highest standard of ethics during the procurement process and execution of the contract. A tenderer shall sign a declaration that he has not and will not be involved in corrupt and fraudulent practices.

7.2 The procuring entity will reject a tender if it determines that the tenderer recommended for award has engaged in corrupt and fraudulent practices in competing for the contract in question.

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

8. Appendix to instructions to Tenderers

INSTRUCTIONS TO TENDERERS REFERENCE	*PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS*
1.4	*The responsibility, risk and cost visiting the Site shall be at the Tenderer's own expense.*
1.6	*Price of the tender is nil*
3.2 (b)	*Tender security shall be as per the Invitation of Tender*
3.6	*Tender shall be valid for 120 days.*
5	Mandatory Documents shall Be certified by commissioner for oaths
5.4	*No correction of errors pursuant to Section 82 of the PPADA 2015*
5.6/5.7/5.9	*Contract variations shall be within the Public Procurement & Asset Disposal Act 2015*
3.7/4	*Submission of tenders:* Only as per Invitation to Tenderers
Evaluation Criteria:	You shall be requested to meet the Mandatory & Technical conditions before financial ranking

Mandatory Conditions

The bidders should provide proof to the following:-

i. Copy of current business license from Resident Area/ Locality
ii. Provide a copy of Valid Tax Compliance Certificate from KRA.
iii. Copy of certificate of business Incorporation/Registration.
iv. Duly filled, signed and stamped Confidential Business Questionnaire;
v. Duly filled, signed and stamped Form SD1 & Form SD2 as per the Standard format provided in this tender.
vi. All pages of tender document must be serialized
vii. Bid security submitted as per the Invitation letter
viii. Duly completed, signed and stamped Form of Tender
ix. Certificate copy of registration by National Construction Authority to carry out similar works. (NCA 5 & above- Building Works Contractor)
x. Copies of CR12 for limited companies & National IDs/ Passports of Directors.
xi. Proof of attendance in Mandatory pre-tender Site Visit

9. Technical Evaluation Criteria

9.1 Technical

No.	Evaluation criteria	Evaluation attribute	Weighing Score	Maximum score
1.	Relevant & Equivalent Experience of the firm	Number of businesses done on 2014, 2015,2016,2017 and 2018 (LPO/contracts/Completion certificates)	15 businesses and above =20 Others prorated at:	20

No.	Evaluation criteria	Evaluation attribute	Weighing Score	Maximum score
			No. of businesses x 20/15 businesses	
		Magnitude of businesses done in the year 2014, 2015,2016,2017 and 2018 (LPO/contracts/Completion certificates)	50 million and above =20 Others prorated at Value of businesses x 20 /50 million	20
		No of years in the Industry (Certificate of Incorporation)	5 years and above=10 Others prorated at: No. of years x 10 /5 years	10
2.	Staffing Levels/ Professional qualification(attach copies of certificates)	Site Engineer with degree	10	20
		Foreman with diploma	6	
		Supervisors	4	
3.	Financial capacity (Audited Accounts)	Acid test/ quick ratio= Current assets - Stock Current liability	2.1 ratio Others prorated at The ratio x 10 2	10

No.	Evaluation criteria	Evaluation attribute	Weighing Score	Maximum score
		Current ratio = Current assets Current liability	2.1 ratio Others prorated at The ratio x 10 2	10
4	Equipment and accessories owned by the company and to be directly assigned to the project during the contract period(Attach certified copies of certificate of ownership purchase receipts, sales agreements or lease agreements)	Provide details/list of at least 5 equipment and accessories and explain what they will be used for in the project implementation(2marks for each equipment)		10
TOTAL				100%

9.2 Financial

1. Prices quoted: should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for (120) days from the closing date of tender.
2. Only bidders who score 70% and above will be considered for financial ranking

SECTION III - CONDITIONS OF CONTRACT

1. Definitions

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

"Bills of Quantities" means the priced and completed Bill of Quantities forming part of the tender[where applicable].

"Schedule of Rates" means the priced Schedule of Rates forming part of the tender [where applicable].

"The Completion Date" means the date of completion of the Works as certified by the Employer's Representative.

"The Contract" means the agreement entered into by the Employer and the Contractor as recorded in the Agreement Form and signed by the parties.

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

"The Contractor's Tender" is the completed tendering document submitted by the Contractor to the Employer.

"The Contract Price" is the price stated in the Letter of Acceptance.

"Days" are calendar days; **"Months"** are calendar months.

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

"The Defects Liability Certificate" is the certificate issued by Employer's Representative upon correction of defects by the Contractor.

"The Defects Liability Period" is the period named in the Appendix to Conditions of Contract and calculated from the Completion Date.

"Drawings" include calculations and other information provided or approved by the Employer's Representative for the execution of the Contract.

"Employer" Includes Central or Local Government administration, Universities, Public Institutions and Corporations and is the party who employs the Contractor to carry out the Works.

"Equipment" is the Contractor's machinery and vehicles brought temporarily to the Site for the execution of the Works.

"Site" means the place or places where the permanent Works are to be carried out including workshops where the same is being prepared.

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

"Employer's Representative" is the person appointed by the Employer and notified to the Contractor for the purpose of supervision of the Works.

"Specification" means the Specification of the Works included in the Contract.

"Start Date" is the date when the Contractor shall commence execution of the Works.

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

"Temporary works" are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.

" A Variation" is an instruction given by the Employer's Representative which varies the Works.

"The Works" are what the Contract requires the Contractor to construct, install, and turnover to the Employer.

2. Contract Documents

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

(1) Agreement,
(2) Letter of Acceptance,
(3) Contractor's Tender,
(4) Conditions of Contract,
(5) Specifications,
(6) Drawings,
(7) Bills of Quantities or Schedule of Rates [whichever is applicable)

3. Employer's Representative's Decisions

3.1 Except where otherwise specifically stated, the Employer's Representative will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

4. Works, Language and Law of Contract

4.1 The Contractor shall construct and install the Works in accordance with the Contract documents. The Works may commence on the Start Date and shall be carried out in accordance with the Program submitted by the Contractor, as updated with the approval of the Employer's Representative, and complete them by the Intended Completion Date.

4.2 The ruling language of the Contract shall be English language and the law governing the Contract shall be the law of the Republic of Kenya.

5. Safety, Temporary works and Discoveries

5.1 The Contractor shall be responsible for design of temporary works and shall obtain approval of third parties to the design of the temporary works where required.

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

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

6 Work Program and Sub-contracting

6.1 Within seven days after Site possession date, the Contractor shall submit to the Employer's Representative for approval a program showing the general methods, arrangements, order and timing for all the activities in the Works.

6.2 The Contractor may sub-contract the Works (but only to a maximum of 25 percent of the Contract Price) with the approval of the Employer's Representative. However, he shall not assign the Contract without the approval of the Employer in writing. Sub-contracting shall not alter the Contractor's obligations.

7 The site

7.1 The Employer shall give possession of all parts of the Site to the Contractor.

7.2 The Contractor shall allow the Employer's Representative and any other person authorised by the Employer's Representative, access to the Site and to any place

where work in connection with the Contract is being carried out or is intended to be carried out.

8 Instructions

8.1 The Contractor shall carry out all instructions of the Employer's Representative which are in accordance with the Contract.

9 Extension of Completion Date

9.1 The Employer's Representative shall extend the Completion Date if an occurrence arises which makes it impossible for completion to be achieved by the Intended Completion Date. The Employer's Representative shall decide whether and by how much to extend the Completion Date.

9.2 For the purposes of this clause, the following occurrences shall be valid for consideration;

Delay by:-

(a) force majeure, or

(b) reason of any exceptionally adverse weather conditions, or

(c) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works, or

(d) reason of the Employer's Representative's instructions issued under these Conditions, or

(e) reason of the contractor not having received in due time necessary instructions, drawings, details or levels from the Employer's Representative for which he specifically applied in writing on a date which having regard to the date for Completion stated in the appendix to these Conditions or to any extension of time then fixed under this clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same, or

(f) delay on the part of artists, tradesmen or others engaged by the Employer in executing work not forming part of this Contract, or

(g) reason of delay by statutory or other services providers or similar bodies engaged directly by the Employer, or

(h) reason of opening up for inspection of any Work covered up or of the testing or any of the Work, materials or goods in accordance with these

conditions unless the inspection or test showed that the Work, materials or goods were not in accordance with this Contract, or

(i) reason of delay in appointing a replacement Employer's Representative, or

(j) reason of delay caused by the late supply of goods or materials or in executing Work for which the Employer or his agents are contractually obliged to supply or to execute as the case may be, or

(k) Delay in receiving possession of or access to the Site.

10 Management Meetings

10.1 A Contract management meeting shall be held regularly and attended by the Employer's Representative and the Contractor. Its business shall be to review the plans for the remaining Work. The Employer's Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and the Employer. The responsibility of the parties for actions to be taken shall be decided by the Employer's Representative either at the management meeting or after the management meeting and stated in writing to all who attend the meeting.

10.2 Communication between parties shall be effective only when in writing.

11 Defects

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

11.2 The Employer's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract.

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

12 Bills of Quantities/Schedule of Rates

12.1 The Bills of Quantities/Schedule of Rates shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rates in the Bills of Quantities/Schedule of Rates for each item. Items against which no rate is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the rates for other items in the Bills of Quantities/Schedule of Rates.

12.2 Where Bills of Quantities do not form part of the Contract, the Contract Price shall be a lump sum (which shall be deemed to have been based on the rates in the Schedule of Rates forming part of the tender) and shall be subject to re-measurement after each stage.

13 Variations

13.1 The Contractor shall provide the Employer's Representative with a quotation for carrying out the variations when requested to do so. The Employer's Representative shall assess the quotation and shall obtain the necessary authority from the Employer before the variation is ordered.

13.2 If the Work in the variation corresponds with an item description in the Bill of Quantities/Schedule of Rates, the rate in the Bill of Quantities/Schedule of Rates shall be used to calculate the value of the variation. If the nature of the Work in the variation does not correspond with items in the Bill of Quantities/Schedule of Rates, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.

13.3 If the Contractor's quotation is unreasonable, the Employer's Representative may order the variation and make a change to the Contract Price, which shall be based on the Employer's Representative's own forecast of the effects of the variation on the Contractor's costs.

14 Payment Certificates and Final Account

14.1 The Contractor shall be paid after each of the following stages of Work listed here below (subject to re-measurement by the Employer's Representative of the Work done in each stage before payment is made). In case of lump-sum Contracts, the valuation for each stage shall be based on the quantities so obtained in the re-measurement and the rates in the Schedule of Rates.

(i) Advance payment_____(*percent of Contract Price,*
[after Contract execution] *to be inserted by the Employer).*

Section 147. (1) of the PPADA, 2015: "Under exceptional circumstances advance payment may be granted and shall not exceed twenty per cent (20 %) of the price of the tender and shall be paid upon submission by the successful tenderer to the procuring entity of an advance payment security equivalent to the advance itself and that security shall be given by a reputable bank or any authorized financial institution issued by a corresponding bank in Kenya recognized by the Central Bank of Kenya, in case the successful tenderer is a foreigner."

(ii) First stage (*define stage)* _____

(iii) Second stage *(define stage*)_____

(iv) Third stage (*define stage)* _____

(v) After defects liability period .

14.2 Upon deciding that Works included in a particular stage are complete, the Contractor shall submit to the Employer's Representative his application for payment. The Employer's Representative shall check, adjust if necessary and certify the amount to be paid to the Contractor within 21 days of receipt of the Contractor's application .The Employer shall pay the Contractor the amounts so certified within 30 days of the date of issue of each Interim Certificate.

14.3 The Contractor shall supply the Employer's Representative with a detailed final account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer's Representative shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer's Representative shall issue within 21 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the Employer's Representative shall decide on the amount payable to the Contractor and issue a Final Payment Certificate. The Employer shall pay the Contractor the amount so certified within 60 days of the issue of the Final Payment Certificate.

14.4 If the period laid down for payment to the Contractor upon each of the Employer's Representative's Certificate by the Employer has been exceeded, the Contractor shall be entitled to claim simple interest calculated pro-rata on the basis of the number of days delayed at the

Central Bank of Kenya's average base lending rate prevailing on the first day the payment becomes overdue. The Contractor will be required to notify the Employer within 15 days of receipt of delayed payments of his intentions to claim interest.

15. Insurance

15.1 The Contractor shall be responsible for and shall take out appropriate cover against, among other risks, personal injury; loss of or damage to the Works, materials and plant; and loss of or damage to property.

16. Liquidated Damages

16.1 The Contractor shall pay liquidated damages to the Employer at the rate 0.001 per cent of the Contract price per day for each day that the actual Completion Date is later than the Intended Completion Date except in the case of any of the occurrences listed under clause 9.2. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

17. Completion and Taking Over

17.1 Upon deciding that the Work is complete the Contractor shall request the Employer's Representative to issue a Certificate of Completion of the Works, upon deciding that the Work is completed.

The Employer shall take over the Site and the Works within seven days of the Employer's Representative issuing a Certificate of Completion.

18. Termination

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

(a) the Contractor stops Work for 30 days continuously without reasonable cause or authority from the Employer's Representative;

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

(c) a payment certified by the Employer's Representative is not paid by the Employer to the Contractor within 30 days after the expiry of the payment periods stated in sub clauses 14.2 and 14.3 hereinabove.

(d) the Employer's Representative gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time.

18.2 If the Contract is terminated, the Contractor shall stop Work immediately, and leave the Site as soon as reasonably possible. The Employer's Representative shall immediately thereafter arrange for a meeting for the purpose of taking record of

the Works executed and materials, goods, equipment and temporary buildings on Site.

19. Payment Upon Termination

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

19.2 The Contractor shall, during the execution or after the completion of the Works under this clause, remove from the Site as and when required within such reasonable time as the Employer's Representative may in writing specify, any temporary buildings, plant, machinery, appliances, goods or materials belonging to him, and in default thereof , the Employer may (without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.

19.3 Until after completion of the Works under this clause, the Employer shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefor the Employer's Representative shall certify the amount of expenses properly incurred by the Employer and, if such amount added to the money paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract, the difference shall be a debt payable to the Employer by the Contractor; and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

20. Corrupt Gifts and Payments of Commission

20.1 The Contractor shall not;

(a) Offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or for bearing 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 Employer or for showing or for bearing to show favor or dis-favor to any person in relation to this or any other contract with the Employer.

(b) Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the Laws of Kenya.

21. Settlement of Disputes

21.1 Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and

final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

Appendix to General conditions

1) **The successful bidder shall furnish the employer with a performance security of 5% of the tender award amount before signing of the contract**

SECTION IV – SPECIFICATIONS AND BILLS OF QUANTITIES/SCHEDULE OF RATES

Preamble to Bill of Quantities

1. These Bills of Quantities form part of the Contract Documents and are to be read in conjunction with the Conditions of Contract, Specifications and Drawings.

2. The rates quoted for the quantities shall include the costs of mobilization, demobilization and any other expenditure that is not indicated in the Bill of Quantities.

3. For items where lump sums are to be quoted, the Contractor is required to note all the small items that make up the major item.

4. The quantities set forth in the Bills of Quantities represent the character of the work to be carried out. There is no guarantee to the Contractor that he will be required to carry out the exact quantities of work indicated under any one particular item or group of items in the Bills of Quantities, though on the Contract as a whole the quantities are intended to represent the overall value of the work to be carried out.

5. The prices and rates inserted in the Bill of Quantities will be used for valuing the work executed and the Engineer will measure the whole of the works executed in accordance with the Contract.

6. The prices and rates inserted in the Bills of quantities are to be the full inclusive costs of the works described under the items, complete in place and in accordance with the Specifications and Drawings, including setting out of the works, including costs and expenses which may be required in and for the construction of the works described, together with any temporary works and installations which may be necessary and all general risks, liabilities and obligations set forth or implied in the Documents on which the Contract is based.

7. The brief description of the items given in the Bills of Quantities are purely for the purpose of identification and in no way modify or supersede the detailed descriptions given in the Conditions of Contract, Specifications or Drawings.

8. No alteration shall be made to the Bills of Quantities and no extra item shall be inserted. The Tenderer shall satisfy himself that the Contract Sum arrived at by pricing the quantities and items given is sufficient compensation for constructing and maintaining the whole of the works in accordance with the Contract Documents.

9. During construction the unit rate established for an item in one Bill of Quantities may be used as a basis for establishing a unit rate for similar work in another Bill of Quantities which contains no unit rate for the said item.

10. Quantities for site clearance, stripping and spreading shall be based on the horizontal projection of the area cleared or stripped.

11. The volume of fill will be measured net to the finished levels as shown in the drawings or as amended by the Engineer.

12. All rates and sums in the Bill of Quantities shall be in Kenya Shillings and Cents.

13. Explanation of abbreviations used in the Bills of Quantities is as follows:-

L.S	-	Lump Sum
No.	-	Number
Mm	-	Millimetre
M/m	-	Linear Metre
M^2/m^2	-	Square Metre
M^3/m^3	-	Cubic Metre
Ha	-	Hectare
GS	-	Galvanized Steel.

14. The rates for provision of concrete shall include the cost of formwork and casting where necessary.

15. Before carrying out any implementation of works, the Contractor together with CGM appointed Project Supervisor shall discuss on the bill of quantities and identify all the works stated in the bill of quantities and get satisfied that the description of the works correspond to the actual ground conditions. The original ground levels shall then be taken jointly by the Surveyor from the Contractor and CGM Supervisor and recorded. No work shall start on any site before original ground levels are recorded and controls set.

Item	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	PROPOSED CABBRO PAVING WORKS AT MITUNGUU MARKET				
A	Excavate oversite 350mm thick to reduce levels and cart away	Cm	875		-
B	Grade and compact bottom of excavations by approved roller	Sm	2500		-
C	Hyvar X' or 'Telvar W' as manufactured by M/s Twiga Chemicals Ltd or other equal and approved total persistent herbicide applied to the surface as per the manufacturer's printed instructions	Sm	2500		-
D	100mm thick approved quality murram filling to make up levels, well watered and compacted	Sm	2500		-
E	150mm thick handpacked hardcore and blinded with 40mm thick quarry dust, well watered and compacted in falls and cross falls to receive paving blocks (m.s)	Sm	2500		-
	Concrete block paving (as manufactured by Bamburi special products Ltd or equal and approved)				-
F	Heavy duty loading interlocking concrete blocks size 210 x 105 x 60mm, (minimum strength 60N per square mm) laid on 40mmquarry dust and compacted by surface vibration	Sm	2500		-
	Painting and markings				-
G	Prepare paved finished surfaces and apply two coats approved reflective road paint as crown thermoline or equal and approved	Lm	100		--
	Yellow continous markings 100mm wide				-----

	TOTAL CARRIED TO SUMMARY				-

Item	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Drainage works				
A	Excavate for trench drain 600mm wide at top and 300mm wide at bottom, average depth 500mm including trimming sides to slope and compacting base	Lm	125		-
					-
B	300mm diameter precast concrete half round inverted block drain jointed in trench and including steel grates cover	Lm	125		-
					-
C	Desilt all the deposits within the existing storm drainage and cart away	Lm	105		-
D	Allow for connecting new stormwater drainage to the existing		Item		20,000
	TOTAL CARRIED TO SUMMARY				

Item	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SUMMARY				
A	Preliminaries & Prime Costs				
B	Total carried from page				-
C	Total carried from page				-
D	Contingency sum				
	TOTAL CARRIED TO TENDER				-

ITEM	DESCRIPTION	BQ QTY	UNIT	RATE	BQ AMT
	PROPOSED CONSTRUCTION OF BOUNDARY WALL AT MITUNGUU MARKET				
	BOUNDARY WALL				
	ELEMENT NO. 1				
	SUBSTRUCTURE :-				
A	Excavate trenches in normal soil for strip footing not exceeding 1.50 M deep from the ground level.	180	CM		
B	Excavate trenches in normal soil for column bases not exceeding 1.50 M deep from the ground level.	72	CM		
C	Load, cart away and spread extra excavation material on sited as directed by the Architect.	116	CM		
	Filling				
D	Return fill and rum selected excavated material to sides of foundation walling.	136	CM		
	Plain concrete (1:4:8) as described in :-				
E	50 mm thick column bases	65	SM		
F	50 mm thick foundation footing	120	SM		
	Reinforced concrete 1:2:4 as described in :-				
G	Column bases	23	CM		
H	Column	3	CM		
I	Strip footing	24	CM		
	Sawn formwork as described to :-				
	Sides of column bases				
J	Vertical sides of column	130	SM		
K	Sides of strip footing 150-225mm	65	SM		
L		80	LM		
	WALLING				

ITEM	DESCRIPTION	BQ QTY	UNIT	RATE	BQ AMT
	High Tensile Reinforcement Bars to B. S. 4461 including cutting, bending and all necessary spacer blocks :-				
A		1350	KG		
B	12 mm diameter	2025	KG		
C	10 mm diameter	900	KG		
	8 mm diameter				
D	Mild Steel Reinforcement Bars to B. S. 4449 including cutting, bending and all necessary spacer blocks : (Provisional) :-	225	KG		
	8 mm diameter				
	Total carried to collection				
	COLLECTION				
	Carried forward from page 1				
	Brought down from above				
	Total carried to Summary				

ITEM	DESCRIPTION	BQ QTY	UNIT	RATE	BQ AMT
	ELEMENT NO. 2				
	SUPERSTRUCTURE WALLING				
A	Reinforced concrete 1:2:4 as described in :- Columns	5	CM		
B	High tensile square twisted bars to BS 4449 cut and bent to BS code 8666:2005 as before described	500	KG		
C	Assorted bars	104	SM		
D	Sawn timber formwork; To columns	200	LM		
	Damp Proof Course				
E	200mm wide course under walls	12	SM		
F	Flexcell" expansion joint	72	LM		
	25mm thick "Flexcell" expansion joint				
A.	25x25mm horizontal mastic sealant	120	SM		
B	Machine cut stone or other equal and approved walling in Cement : sand (1:4) mortar :- 200 mm thick boundary wall, neat horizontal and vertical key pointing internally and externally	46	NO		
C	Weepholes Provision of weep holes	240	SM		
	Mild steel Grilles				
D	Supply, assemble and fix mild steel grille comprising 50 x 50x2mm rolled hollow section frame all round and cross bracing of 100 x 50 mm RHS top, middle and bottom rail. 50x 25 mm vertical support bars at 150 mm centre spacing including all hinges, fixing lugs and painting.	65	NO		

ITEM	DESCRIPTION	BQ QTY	UNIT	RATE	BQ AMT
	ELEMENT NO. 3 GATES				
A.	Steel Gate Mild steel entry and exit gate size 6000 x 2100 mm high in two equal openable leaves including support wheels and runners comprising 100 x 50 mm rolled hollow section frame all round and cross bracing of 100 x 50 mm RHS middle rail. 50 x 25 mm vertical support bars at 150 mm centre spacing including all hinges, fixing lugs and painting.	3	NO		
B.	Painting and decoration Prepare and apply two undercoats and one coat of gloss oil paint to surface of metal	76	SM		
	Total carried to Summary				

ITEM	DESCRIPTION	BQ QTY	UNIT	RATE	BQ AMT
	SUMMARY OF BOUNDARY WALL				
1	Substructure				
2	Walling				
3	Gates				
	TOTAL FOR BOUNDARY WALL CARRIED TO GRAND SUMMARY				

MARKET SHED					
		UNIT	QTY	RATE	AMOUNT

	SUBSTRUCTURE (Provisional)				
A	Clear site off bushes, shrubs, undergrowth and the like including grubbing up their roots and burn the arisings on site as directed	SM	126		
B	Excavate oversite 300mm deep to remove vegetable soil and cart away	SM	126		
C	Excavate pits in normal soil for column bases depth not exceeding 1.50 m deep from the reduced level	CM	2		
D	300 mm thick approved hardcore filling well compacted in layers not exceeding 150 mm thick to make up levels.	SM	126		
E	50 mm thick murram or other equal and approved blinding material to surface of hardcore (m.s.).	SM	126		
	Reinforced concrete 1:2:4 as described in :-				
	Column bases				
F	100mm thick floor bed	CM	2		
G	Structural steel	SM	126		
	Supply and fix 250 x 250 x 5mm footing shoe welded to steel columns	KG	120		
	Total carried to summary				

		UNIT	QTY	RATE	AMOUNT

	STRUCTURAL STEEL (Welded & Bolted joints) <u>The following in structural columns</u>				
	Supply and fix 100 mm diameter x 5 mm thick circular hollow section secured onto the column bases	KG	896		
	ROOF <u>Roof Structure and covering (provisional)</u>				
	<u>The following in structural steel including all necessary welds, site welds, cleats, bolts rivets, plates and sundry fixings, priming with red oxide primer, painting of exposed steelwork with two coats gloss oil paint, delivered to site and fixing in position.</u>				
	50 x 50 x 3mm thick x 4.43Kg/M square hollow sections in roof members	KG	718		
	75 x 50 mm x 2 mm thick Zed Purlins gauge 14 welded/riveted/ and or bolted to steel tubes.	KG	540		
	300 x 75 x 4mm thick mild steel anchor plate to engineer's detail	NO	16		-
	<u>Roof covering</u>				
	Gauge 28 prepainted green box profile iron sheets fixed on mild steel structure (m.s)				
	Ditto matching ridge cap	SM	144		
		LM	18		
	carried forward				

		UNIT	QTY	RATE	AMOUNT
	brought forward				-
	Rainwater Disposal				
	28 Gauge SWG galvanized mild steel rainwater goods with lapped, rivetted and soldered joints or seams including all labours :-				
	150 x 200 mm rectangular boxed eaves gutter including fixing clamps at 600 mm centre.	LM	36		
	100mm dia rainwater downpipe ditto	LM	14		
	Extra over downpipe for swan neck	NO	2		
	Ditto for horse shoe	NO	2		
	Touch up primer prepare and apply three coats gloss oil paint on metal surfaces as described in :-				
	Surfaces 200 - 300mm girth	LM	50		
	Total carried to summary				

		UNIT	QTY	RATE	AMOUNT
	SUMMMARY				
	SUBSTRUCTURES				
	STRUCTURAL STEEL				
	TOTAL FOR ROOFING SHED CARRIED TO GRAND SUMMARY				

Item	Description	Unit	Qty	Rate	Amount
	PROPOSED RENOVATION WORKS AT MITUNGUU MARKET				
	Demolitions				
A	Carefully demolish the existing masonry wall and make good all the disturbed surfaces and set a side the salvaged materials for use or disposal as the client may direct.		Item		
B	Carefully demolish the existing permanent kiosks constructed along the perimeter wall		Item		
C	Carefully remove the roof structure of the existing market sheds in a manner to allow for replacement of the same roof covering and structure		Item		
	Fixation				
D	Allow for elongation of existing CHS columns by 1m including all necessary welds and making good		Item		
E	Allow for re-fixation of the roof structure and covering		Item		
F	Allow a sum of one hundred and twenty thousand shillings only (kshs 120,000) for contingencies		Item		120,000
	TOTAL FOR SHEDS RENOVATIONS CARRIED TO GRAND SUMMARY				

ITEM	DESCRIPTION	RATE	AMOUNT
	PROPOSED CONSTRUCTION WORKS AT MITUNGUU MARKET		
	The following provisional items are to be measured on completion of the works and priced in accordance with rates contained in these Bills of Quantities or pro-rata thereto or deducted in whole if not required.		
	Provisional sum for:		
A	Allow Kenya Shillings Five Hundred Thousand (Kshs. 500,000.00) only for Contingencies	ITEM	500,000.00
B	Allow for an Administration sum Equivalent to 2% of the Total Tender Price to be used for Monitoring & Evaluation	ITEM	
	PRIME COST SUMS		
D	Electrical installations: Two Hundred and Fifty Thousand (Kshs. 250,000.00) only		250,000.00
	Allow for Profit	ITEM	
	Allow for Attendance	%	
		%	
	Total PC and Provisional Sums carried to Grand Summary		

PROPOSED CONSTRUCTION WORKS AT MITUNGUU MARKET

GRAND SUMMARY

ITEM	DESCRIPTION	TENDERER'S AMOUNT	OFFICIAL USE ONLY
1	PRELIMINARIES Preliminaries		
2	CONSTRUCTION WORKS Paving Boundary wall Market sheds Renovations		
	Sub Total		
	ADD VAT @16%		
	Total		
3	PC and Provisional Sums from page PC/1		
	TOTAL CARRIED TO FORM OF TENDER		

Amount of tender in words: Kenya Shilings……..…….

……..……
……

Tenderer's signature and stamp……

Address……
……..

Date……
……..

Witness: Name and signature…….

Description……

Address……..

Date……..

NOTE: Pre-Tender Site Visit to be arranged and coordinated with the Chief Officer- Trade, Mr. Denson Mwirigi Mbui of 0722702660

SECTION V -STANDARD FORMS

FORM OF TENDER

TO: _____*[Name of Employer)* _____*[Date]*

_____*[Name of Contract]*

Dear Sir,

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

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

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

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

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

Dated this _____ day of _____20_____

Signature _____in the capacity of_____

duly authorized to sign tenders for and on behalf of _____*[Name of Tenderer*] of _____[*Address of Tenderer]*

Witness; Name_____

Address_____

Signature_____

Date_____

(*Amend accordingly if provided by Insurance Company)*

FORM OF AGREEMENT

THIS AGREEMENT, made the _____ day of _____ 20 _____ between_____of[or whose registered office is situated at]_____

(hereinafter called "the Employer") of the one part AND

_____of[or whose registered office is situated at]_____

(hereinafter called "the Contractor") of the other part.

WHEREAS THE Employer is desirous that the Contractor executes

_____

(name and identification number of Contract) (hereinafter called "the Works") located at_____*[Place/location of the Works*]and the Employer has accepted the tender submitted by the Contractor for the execution and completion of such Works and the remedying of any defects therein for the Contract Price of Kshs_____[*Amount in figures*],Kenya Shillings_____[*Amount in words]*.

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

   (i) Letter of Acceptance
   (ii) Form of Tender
   (iii) Conditions of Contract Part I
   (iv) Conditions of Contract Part II and Appendix to Conditions of Contract
   (v) Specifications

(vi) Drawings

(vii) Priced Bills of Quantities/Priced Schedule of Rates[whichever is applicable]

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

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

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

The common Seal of _____

Was hereunto affixed in the presence of _____

Signed Sealed, and Delivered by the said _____

Binding Signature of Employer _____

Binding Signature of Contractor _____

In the presence of (i) Name_____

Address_____

Signature_____

[ii] Name _____

Address_____

Signature_____

PERFORMANCE BANK GUARANTEE

To: _____(*Name of Employer*) _____*(Date)*
_____(*Address of Employer)*

Dear Sir,

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

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

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Address _____

Date _____

(Amend accordingly if provided by Insurance Company)

PERFORMANCE BOND

By this Bond, We_____of (or whose registered office is situated at]_____
as Principal (hereinafter called "the Contractor") and _____
_____of[or whose registered office is situated at]_____
as Surety (hereinafter called "the Surety"), are held and firmly bound unto
_____of[or whose registered office is situated at]_____
as Obligee (hereinafter called "the Employer") in the amount of Kshs._____*[amount of Bond in figures]*Kenya Shillings _____
[amount of Bond in words], for the payment of which sum well and truly, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a Contract with the Employer dated the _____ day of _____ 20 _____ for the execution of _____
[name of Contract] in accordance with the Contract documents, Specifications and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

(1) complete the Contract in accordance with its terms and conditions; or

(2) obtain a tender or tenders from qualified tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive tenderer, arrange for a Contract between such tenderer and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

The term "Balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by the Employer to the Contractor under the
Contract, less the amount properly paid by the Employer to the Contractor; or

(3) pay the Employer the amount required by the Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
Any suit under this Bond must be instituted before the expiration of one year from the date of issuance of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors and assigns of the Employer. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20_____

SIGNED ON _____ SIGNED ON _____

On behalf of _____ On behalf of _____
[name of Contractor] *[name of Surety]*

By _____ By _____

In the capacity of _____ In the capacity of _____

In the presence of;Name _____In the presence of;Name_____

Address_____ Address_____
_____ _____

Signature_____ Signature_____

Date_____ Date_____

QUALIFICATION INFORMATION

1. Individual Tenderers or Individual Members of Joint Ventures

1.1 Constitution or legal status of tenderer (attach copy or Incorporation Certificate);
Place of registration: _____

Principal place of business _____

Power of attorney of signatory of tender _____

1.2 Total annual volume of construction work performed in the last five years

Year	Volume	
	Currency	Value

1.3 Work performed as Main Contractor on works of a similar nature and volume over the last five years. Also list details of work under way or committed, including expected completion date.

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

1.4 Major items of Contractor's Equipment proposed for carrying out the Works. List all information requested below.

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

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

Position	Name	Years of experience (general)	Years of experience in proposed position
Project Manager _____ _____ _____ (etc.)	_____ _____ _____	_____ _____ _____	_____ _____ _____

1.6 Financial reports for the last five years: balance sheets, profit and loss statements, auditor's reports, etc. List below and attach copies.

_____
_____

1.7 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of supportive documents.
_____
_____
_____

1.8 Name, address and telephone, telex and facsimile numbers of banks that may provide reference if contacted by the Employer.
_____
_____

1.9 Statement of compliance with the requirements of Clause 1.2 of the Instructions to Tenderers.
_____
_____
_____

1.10 Proposed program (work method and schedule) for the whole of the Works.

2 Joint Ventures

2.0 The information listed in 1.1 – 2.0 above shall be provided for each partner of the joint venture.

2.1 The information required in 1.11 above shall be provided for the joint venture.

2.2 Attach the power of attorney of the signatory(ies) of the tender authorizing signature of the tender on behalf of the joint venture

2.3 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that:

a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

b) one of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; and

c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of tenderer;

   ……

2. Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below);

   ……

3. Telephone number (s) of tenderer;
   ……

4. Telex of tenderer;
   ……

5. Name of tenderer's representative to be contacted on matters of the tender during the tender period;
   ……

6. Details of tenderer's nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone, telex);

   ……

   ……

_____
Signature of Tenderer

Make copy and deliver to:_____(*Name of Employer*)

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 – General

Business Name ……

Location of business premises; Country/Town…….

Plot No…… Street/Road ……

Postal Address…… Tel No……..

Nature of Business……..

Current Trade Licencee No…… Expiring date……

Maximum value of business which you can handle at any time: K. pound……..

Name of your bankers……

Branch……

Part 2 (a) – Sole Proprietor

Your name in full…… Age……

Nationality…… Country of Origin……

Citizenship details ……

Part 2 (b) – Partnership

Give details of partners as follows:

	Name in full	*Nationality*	*Citizenship Details*	*Shares*
1	……			
2	……			
3	……			

DETAILS OF SUB-CONTRACTORS

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

Failure to comply with this requirement may invalidate the tender.

(1) Portion of Works to be sublet: ……

[i) Full name of Sub-contractor and address of head office: ……

……

(ii) Sub-contractor's experience of similar works carried out in the last 3 years with Contract value: ……

……

……

(2) Portion of Works to sublet: ……

(i) Full name of sub-contractor and address of head office: ……

……

……

(ii) Sub-contractor's experience of similar works carried out in the last 3 years with contract value: ……

……

_____ _____

[Signature of Tenderer) Date

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

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)*_____
   _____

FORM OF TENDER SECURITY

WHEREAS ……(hereinafter called "the Tenderer") has submitted his tender dated …… for the construction of ……
…… *(name of Contract)*

KNOW ALL PEOPLE by these presents that WE …… having our registered office at ……(hereinafter called "the Bank"), are bound unto ……(hereinafter called "the Employer") in the sum of Kshs…… for which payment well and truly to be made to the said Employer, the 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 after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers
   Or

2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:

   (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or

   (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

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

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

[date[	*[signature of the Bank]*
[witness]	*[seal]*

“End”