COUNTY GOVERNMENT OF NANDI

QUOTATION DOCUMENT

PROPOSED CONSTRUCTION OF ECD CENTER-AT TEBESON – KOSIRAI WARD NANDI COUNTY

DATE: 28TH MAY 2019

PROJECT:

ECDE CENTRE

COUNTY:
NANDI COUNTY

QTN NO: NDCG/QNT/EVT/31/2018-2019

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INTRODUCTION

1.1 This standard tender document for procurement of works has been prepared for use by procuring entities in Kenya in the procurement of works (e.g. Buildings, Roads, Bridges, Repairs and Maintenance) which the procuring entity considers to be small and where it is not required to be open tendering.

1.2 The following guidelines should be observed when using the document:-

(a) Specific details should be furnished in the tender notice and in the special conditions of contract (where applicable). The tender document issued to tenderers should not have blank spaces or options.

(b) The instructions to tenderers and the General Conditions of Contract should remain unchanged. Any necessary amendments to these parts should be made through Appendix to instructions to tenderers and special conditions of contract respectively.

1.3 (a) Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable prospective tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements

SECTION I

INVITATION FOR TENDERS

QUOTATION REFERENCE No.
QTN NO: NDCG/QNT/EVT/31/2018-2019

PROJECT NAME:
ECDE CENTRE

1.1 The County Government of Nandi invites sealed tenders for: Construction of ECDE Centres.

1.2 Interested eligible candidates may obtain further information and inspect tender documents and Bill of Quantities (BQ) at The Nandi County Government Offices situated at Kapsabet Procurement Offices during normal working hours.

1.3 A complete set of tender documents may be obtained by selected Bidders at the Procurement Office of Nandi County Government.

1.4 Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for 90 days from the closing date of tender.

1.5 Tenders will close on **4th June 2019** at **11.00 a.m.** and be opened immediately.

1.6 Kindly note, Tenders must be submitted physically to the Venue stated in the Notice

1.7 Bidders are encouraged to make a **SITE VISIT** independently before bidding. Contact person for clarification of these details will be **Mr Biwott 0721 900 857**

For (*COUNTY SECRETARY*)

SECTION II

INSTRUCTIONS TO TENDERERS

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INSTRUCTIONS 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 five years;
(c) experience in works of a similar nature and size for each of the last five years, and clients who may be contacted for further information on these contracts;
(d) qualifications and experience of key site management and technical personnel proposed for the Contract;
(e) reports on the financial standing of the Tenderer, such as profit and loss statements and auditor's reports for the last five years;
(f) 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.

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) Bills of Quantities
(f) 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 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

2.6 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

(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. 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. 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 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.

5.2 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 Builders' 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.

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

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

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

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

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

5.8 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.

5.9 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.

EVALUATION CRITERIA.

Mandatory:-All tenderers must meet the mandatory requirements to proceed to the Technical stage

2.1 Must be Registered Supplier in the relevant category in Nandi County Supplier Portal: Ref **(NDCG/P/080/2017/2018 & 2018/2019 Provision of construction and renovation/ refurbishment, redecoration works of building /Houses and Fire Towels.**

2.2 Provide Certified Copies of current NCA Certificate and Practicing Licence. NCA 8 and Above on Building Works

2.3 Provide Certified VALID Copy of **Nandi** County Single Business Permit.

2.4 Provide certified copies of KRA pin number and Tax Compliance Certificate.

2.5 Must serialize the tender document.

2.6 Under the reservation group must provide a certified copy of an Access to Government Procurement Opportunities (AGPO) Certificate.

2.7 Certified Copies of the CR 12 and national identification cards or Passports for Directors.

2.8 Tender Bid Security of **KSh. 40,000** duly Certified in the form of a Banker's guarantee or an Insurance Company Guarantee issued by an insurance firm approved by the Public Procurement Regulatory Authority (PPRA), cash, letter of credit or guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund valid for 120 days from the date of tender opening in the format provided in the tender document

2.9 Properly filled and stamped Form of Tender.

2.10 Duly filled and stamped Confidential Business Questionnaire.

2.11 There MUST be no current incomplete work with the county or any record of non-performance in the Previous projects

Technical

2.1 Certified Copies of Certificates and CV's of 3 Technical Staff (10Mks).

2.2 Program Schedule on how to execute the works (5Mks).

2.3 List and proof of ownership of Owned or Leased Equipment Specific for water works (15Mks)

2.4 Proof of similar works-3No. Reference Letter or LSO/LPO (10Mks).

2.5 Certified copies of 3 months Current Bank Statement or Reference Letter from the bank on financial support towards the project. (10MKS).

3. Award of Contract

3.1 The award of the Contract will be made to the Tenderer who has offered the lowest evaluated tender price after attaining a Minimum of **35Mks**

3.2 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.

3.3 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.

3.4 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.

3.5 Within 14 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.

3.6 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.

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

3.8 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.

4 Corrupt and fraudulent practices

4.10 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.

4.11 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.

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

SECTION III
CONDITIONS OF CONTRACT

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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.

"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

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 authorized 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

12.1 The Bills of Quantities shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rates in the Bills of Quantities 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.

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, the rate in the Bill of Quantities 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, 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).*

(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 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 Employer or for showing or forbearing to show favour or disfavour 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 CONDITIONS OF CONTRACT

THE EMPLOYER IS
Name:
_____

Address:
_____

Name of Employer's Representative:
_____

Title;_____

Telephone: _____

The name (and identification number) of the Contract is
_____

The Works consist of
_____
_____
__

The Start Date shall be
_____

The Intended Completion Date for the whole of the Works shall be
_____
___

The following documents also form part of the Contract:
_____
___
_____
___

The Site Possession Date shall be
_____

The Site is located at _____ and is defined in drawings nos.
_____
___

The Defects Liability Period is _____ days.

Amount of Tender Security is Kshs.....(Note: This amount should be between one (1) percent and three (3) percent of the value of the Works)

The name and Address of the Employer for the purposes of submission of tenders
is.....
.....
.....

The tender opening date and time is.....(*insert tender opening time*) on ..... day of .....(*insert date of tender opening)*

The amount of performance security is Kshs.....(Note: the Employer must select the form of performance security to be accepted. A bank guarantee of between five (5) and ten (10) percent is acceptable. A performance bond on the other hand from an insurance company may be of up to thirty (30) percent of the Contract Price).

SECTION IV – SPECIFICATIONS, DRAWINGS AND BILLS OF QUANTITIES

I. SPECIFICATIONS

Notes for preparing Specifications

1.0 Specifications must be drafted to present a clear and precise statement of the required standards of materials and workmanship for tenderers to respond realistically and competitively to the requirements of the Employer and ensure responsiveness of tenders. The Specifications should require that all materials, plant, and other supplies to be permanently incorporated in the Works be new, unused, of the most recent or current models and incorporating all recent improvements in designs and materials unless provided otherwise in the Contract.

2.0 Specifications from previous similar projects are useful and it may not be necessary to rewrite specifications for every works contract.

3.0 Care must be taken in drafting Specifications to ensure they are not restrictive. In the specification of standards for materials, plant and workmanship existing Kenya Standards should be used as much as possible otherwise recognized international standards may also be use

4.0

III BILL OF QUANTITIES

PROPOSED CONSTRUCTION OF ECD CENTER AT TEBESON – KOSIRAI WARD -NANDI COUNTY					
Item	**Description**	**Qty**	**Unit**	**Rate**	**Kshs**
	2NO CLASSROOMS				
	ELEMENT NO.1				
	SUBSTRUCTURE [ALL PROVISIONAL]				
	Site clearance				
A	Clear the site off grass, shrubs and all vegetation: cart away as directed	160	Sm		
B	Excavate vegetable soil average 200mm deep and cart away as directed	160	Sm		
	Excavation				
C	Excavate over site to reduce levels commencing from stripped level average 300mm deep and spread on site av. 10 meters away	160	sm		
D	Excavate for strip foundation and columns starting from reduced level not exceeding 1.50 meters deep and cart away as directed	50	Cm		
E	Extra over excavation for excavating in rock	2	Cm		
F	Return fill in and ram selected excavated material	103	Cm		
G	Remove and cart away from site surplus excavated material as directed	18	Cm		
	Disposal of water				
H	Keeping all excavations free from all water including spring or running water				
	Planking and strutting				
J	Uphold the sides of all excavations				
	Filling				
K	Hardcore filing in making up levels exceeding 250mm thick, depositing and compacting in layers of 125mm maximum thickness	120	Sm		
L	50mm thick Murrum blind to surfaces of fill	120	Sm		
CL/1	**Carried To Collection**				

Item	Description	Qty	Unit	Rate	Kshs
	Ant- termite treatment				
A	TERMIDOR' or other equal and approved insecticide with a ten years guarantee to surface of fill and tops of foundations	160	Sm		
	Concrete				
B	50mm thick mass concrete class Q [1:4:8] to bottoms of foundations and column bases.	1.59	cm		
	Insitu concrete: reinforced: class 20/[20mm]: vibrated				
C	Foundation in trenches irrespective of thickness	9	Cm		
D	150mm thick bed	160	Sm		
	Reinforcement				
	Bars; high veiled steel; cold worked to B.S 4461 including bends, hooks, tying wire and distance blocks				
E	12mm bars	50	NO		
F	8mm bars	46	NO		
	Fabric B.S.4483				
G	Reference A142 mesh 200mm x 200mm, weight 2.22kgs per square meter [measured net – no allowance made for laps [including bends, tying wire and distance blocks	160	Sm		
CL/2	**Carried To Collection**				

Item	Description	Qty	Unit	Rate	Kshs
	Sawn formwork to insitu concrete as described:				
A	To sides of columns	24	Sm		
B	Edges of ground floor slab; 75 to 150mm wide	54	Sm		
	Walling				
C	200mm thick approved masonry block; to foundation walling; bedding and jointing in cement sand [1:3]	80	Sm		
	Damp proofing				
D	Polythene; 1000 gauge, 150mm laps [no allowance made] to laps] horizontal; 1no layer laid on Murrum blinding	160	Sm		
E	200mm wide; B.S 743 type a bitumen Hessian base 150mm laps [no allowance made for laps]; horizontal, 1no layer; bedded in cement sand [1:3] mortar	53	Lm		
	Insitu finishing				
F	14mm thick 2no coat work cement sand [1:3] render; wood floated to concrete or block work base to walls;	32	Sm		
	Prepare and apply three coats black bituminous paint on:				
G	Rendered plinths externally	32	Sm		
CL/3	**Carried To Collection**				

Item	Description	Qty	Unit	Rate	Kshs
	COLLECTION				
A	From page CL/1				
B	From page CL/2				
C	From page CL/3				
CL/4	**Total For Substructures Carried To Summary**				

Item	Description	Qty	Unit	Rate	Kshs
	ELEMENT NO. 2				
	RING BEAM AND COLUMNS				
	Insitu concrete; reinforced; class 20/[20mm]; vibrated				
A	Beams and columns	6	Cm		
	Reinforcement				
	Bars; high veiled steel; cold worked to BS 4461 including bends, hocks, tying wire and distance blocks				
B	Of assorted bars				
	12 mm diameter bars	30	NO		
	8 mm diameter bars	25	NO		
	Sawn formwork to insitu concrete as described:				
C	To sides and soffites of beams and columns	25	Sm		
	STEEL COLUMNS				
D	100mm x 3mm thick circular hollow Section CHS 2500mm long fixed with fish tail lugs to concrete floor slab	4	No		
CL/5	**Total Carried To Summary**				

Item	Description	Qty	Unit	Rate	Kshs
	ELEMENT NO. 03				
	ROOFING				
	Galvanized corrugated sheet roofing 30 gauge;				
A	Roof covering not exceeding 45' from horizontal; fixing to timber structure [m/s] with roofing nails and neoprene washers J bolts nuts neoprene washers and caps	210	Sm		
	Accessories, fixing as necessary to roof				
B	Ridge cap	22	Lm		
	The following in sawn celcured cypress				
C	150mm x 50mm sawn cypress tie beam	90	Lm		
D	100mm x 50mm rafters	300	LM		
E	100mm x 50mm wall plate rag-bolted at 1200mm centers with 12mm diameter bots [m/s]	36	Lm		
F	100 x 50mm king posts	28	Lm		
G	75 x 50mm sawn cypress struts	84	Lm		
H	50 x 50mm sawn cypress purlins	110	Lm		
J	Ditto brandering	160	SM		
K	Soft board ceiling nailed to brandering	160	SM		
LB/6	**CARRIED TO COLLECTION**				

Item	Description	Qty	Unit	Rate	Kshs
	Wrot cypress, prime grade				
A	200 x 25mm thick fascia board	54	Lm		
B	25 x 100mm Tongue & Grooved boarding secret nailed to sawn cypress	28	Sm		
	-				
	-				
	-				
LB/7	**Carried To Collection**				

Item	Description	Qty	Unit	Rate	Kshs
A	Extra for blocked ends with 75mm dia. Outlet 100mm long	0	No		
B	Extra; for 90^{o} bends	0	No		
C	75mm dia. Rainwater down pipe fixed with and including mild steel straps at 900mm centers, plugged and screwed to wall	0	Lm		
D	Extra; horse shoe bend	0	No		
E	Extra; horse shoe bend	0	No		
	Painting and Decorations				
	On Woodwork				
	Prepare and apply one undercoat and two coats of 'CROWN SOLO' or other equal and approved supper gloss oil paint to:				
F	Fascia; 200 to 300mm girth; external	54	Lm		
	On Metal work				
	Prepare and apply one approved etching primer, one undercoat and two coats of 'CROWN SOLO' or other equal and approved super gloss oil paint to:				
G	General surfaces of gutters; over 300mm girth external	0	Sm		
CL/8	**Carried To Collection**				

Item	Description	Qty	Unit	Rate	Kshs
	COLLECTION				
A	From page CL/6				
B	From page CL/7				
C	From page CL/8				
CL/9	**TOTAL FOR ROOFING CARRIED TO SUMMARY**				

Item	Description	Qty	Unit	Rate	Kshs
	ELEMENT NO. 4				
	EXTERNAL & INTERNAL WALLING				
	Natural stone wall:				
A	200 mm thick approved local; chisel jointing and pointing in cement sand [1:3] mortar	300	Sm		
CL/10	**Total For External & Internal Walling Carried To Summary**				

Item	Description	Qty	Unit	Rate	Kshs
	ELEMENT NO. 5				
	DOORS				
	Wrot cypress framed frames and framings				
A	150mm x 50mm; 2No. labours; plugged door frame	10	Lm		
B	40mm x 25mm weathered architrave	0	Lm		
C	25mm rounded quadrant	0	Lm		
D	45mm Thick semi solid core flush doors to B.S. 459; part 2 veneered both sides with first quality plywood and lipped on all edges in approved hardwood C/W fittings and lock to specifications	1	NO		
E	Door size 1500 x 2400mm high	3	No		
CL/11	**Carried To Collection**				

Item	Description	Qty	Unit	Rate	Kshs
	IRON MONGERY				
	Supply and fix the following to UNION catalogue or other equal and approved				
	To softwood, hardwood or the like fixing with screws				
A	Two lever mortice lock complete with set lever brass handle furniture	1	No		
B	100 mm steel but hinges	3	Prs		
C	Rubber door stop complete with 38mm rawl bolt	1	No		
	Painting and Decorations				
	On Metal work				
	Prepare and apply three coats oil paint full gloss to Crown Solo or other equal and approved to:				
D	General surfaces of flush doors; over 300mm girth internal	4	Sm		
	Aluminum primer or other equal and approved wood primer before fixing:				
E	Backs of frame board, etc over 100mm but not exceeding 200mm girth	6	Lm		
	Prepare and apply three coats polyurethane clear varnish on woodwork internally				
F	Frames; over 100mm but not exceeding 200mm girth	4	Lm		
	Carried to collection				
	Collection				
	From page LB/11				
	From above				
CL/12	**Total For Doors Carried To Summary**				

Item	Description	Qty	Unit	Rate	Kshs
	ELEMENT NO. 6				
	WINDOWS				
	Wrot cypress				
A	150mm x 25mm thick window board including bull-nosed edges and 25mm x 25mm bearer; plugged, counter sinking and flush pelleting	0	Lm		
B	15 x 15mm quadrant bead	0	Lm		
	Pelmet box				
C	Comprising 150 x 25mm wide fascia, 2No x 150mm x 25mm ends 100mm long; 100 x 25mm block board top; and 50 x 25mm wrot cypress bearer; plugged [104 No.]				
	Supply and fix the following purpose made mild steel casement windows; standard metal section from approved manufacturer complete with frames, transoms; mullions and with and including permanent ventilators comprising 'T' bar gauze and 16 gauze sheet of metal hood 50mm high x 50mm projection to full width of window, coupling mullions, approved ironmongery and one coat manufacturer's primer, all welding ground to smooth finish				
	Steel; for glazing with putty, lugs to two jambs, cutting and pinning to concrete or block work, fixing to head and sill with screws, plugging				
D	Window, overall size 1750 x 1700mm high with 2No. Openable and 2No. fixed light each size 450 x 1700mm high	10	NO		
LB/13	**Carried To Collection**				

Item	Description	Qty	Unit	Rate	Kshs
	'NACO' [or other equal and approved] pattern adjustable aluminum end Louvre end frames				
	Fixing with aluminum screws; plugging or fixing to concrete or block work base, sealing with mastic, oiling and adjusting on completion				
A	Set on 8No blade carrier; 150mm wide clip end frames vertical; one piece with control gear	0	No		
	Glazing				
B	4mm thick clear sheet glass panes over 0.1 but not exceeding 0.5 square meters; fixing with putty	25	Sm		
C	150mm wide Louvre blades with round edges [72No]	0	Lm		
	WINDOW FRAMING				
D	150mm x 50mm hardwood timber window framing with 2No. labors	0	Lm		
	Painting and Decorations				
	On Metal work				
	Prepare and apply three coats oil paint full gloss to Crown Solo or other equal and approved to:				
E	General window surfaces; over 300mm girth internal	24	Sm		
F	General window surfaces; over 300mm girth external	24	Sm		
G	Surfaces of metal [burglar proofing grills]	24	Sm		
	Prepare and apply three coats polyurethane clear varnish on woodwork internally				
H	Frames; 200 to 300mm girth	0	Lm		
	Collection				
	From page LB/13				
	From above				
CL/14	**Total For Windows Carried To Summary**				

Item	Description	Qty	Unit	Rate	Kshs
	ELEMENT NO. 7				
	Wall finishes				
	Plaster 12mm thick 2No coat work, 9mm first coat of cement sand [1:6]: 3mm second coat of cement and lime putty [1:10] : steel trowelled to concrete or block work base generally to				
A	Walls; internal	240	Sm		
B	Extra over horizontal pointing in 10mm thick rod in cement and sand [1:3] mortar to external wall	154	Sm		
C	3200 x 1500mm wide, 25mm thick block board plugged to concrete or black board complete with 50 x 25mm thick chamfered frame all round, 3 coats of black bituminous paint	2	No		
	Painting and decorations				
	Prepare and apply three coats of first quality plastic emulsion paint to:				
D	Plastered walls and beams	200	Sm		
	-				
CL/15	**Carried to collection**				

Item	Description	Qty	Unit	Rate	Kshs
	Floor finishes				
	Beds and backings				
A	32mm thick one coat backings; steel trowelled smooth to concrete base, to floors level; internally and on veranda	168	Sm		
B	Skirting; 100mm wide with rounded junction with wall finish and straight junction with floor finish	80	Lm		
	Carried to collection				
	Collection				
	From page CL/15				
	From above				
CL/16	**Total For Finishes Carried To Summary**				

ITEM	DESCRIPTION				KSHS
	P.C AND PROVISIONAL SUMS				
A	Allow a P.C sum of Kenya shillings One Hundred Thousand(Kshs.100,000/-) for Electrification works				
B	Allow a sum of Kenya Shillings Thirty Thousand for project Management				
PC/17	**Total For Provisional sums Carried To Summary**				

	SUMMARY				
ITEM	**ELEMENT**				**KSHS**
1	SUBSTRUCTURES [ALL PROVISIONAL				
2	FRAME				
3	ROOFING				
4	EXTERNAL & INTERNAL WALLING				
5	DOORS				
6	WINDOWS				
7	FINISHES				
GR/18	**TOTAL FOR 2NO. ECD CLASSROOM BLOCK**				

	GRAND SUMMARY				
Item	**Description**				
		PAGE NO.	**FOR CONTRACTOR'S**		**FOR OFFICIAL**
			USE ONLY		**USE ONLY**
			KSHS	**CTS**	**KSHS**
A	PRELIMINARIES	**PP/7**			
B	BUILDERS WORKS	**GR/18**			
C	PC & PROVISIONAL SUMS	**PC/1**			
	TOTAL TO FORM OF TENDER	**KSHS**			
CONTRACTOR'S NAME ……..					
ADDRESS……					
DATE……..					
SIGNATURE……..					
WITNESS'S NAME ……..					
ADDRESS……..					
DATE……					
GS					

SECTION V

STANDARD FORMS

List of Standard Forms

(i) Form of Invitation for Tenders

(ii) Form of Tender

(iii) Letter of Acceptance

(iv) Form of Agreement

(v) Form of Tender Security

(vi) Performance Bank Guarantee

(vii) Performance Bond

(viii) Bank Guarantee for Advance Payment

(ix) Qualification Information

(x) Tender Questionnaire

(xi) Confidential Business Questionnaire

(xii) Details of Sub-Contractors

(xiii) Request for Review Form

FORM OF INVITATION FOR TENDERS

_____*[date]*

To: _____ *[name of Contractor]*
_____*[address]*
_____
_____

Dear Sirs:

*Reference:*_____*[Contract Name]*

You have been prequalified to tender for the above project.

We hereby invite you and other prequalified tenderers to submit a tender for the execution and completion of the above Contract.

A complete set of tender documents may be purchased by you from ____
_____
[mailing address, cable/telex/facsimile numbers].

Upon payment of a non-refundable fee of Kshs _____

All tenders must be accompanied by _____number of copies of the same and a tender security in the form and amount specified in the tendering documents, and must be delivered to
_____
[address and location]

at or before _____*(time and date).* Tenders will be opened immediately thereafter, in the presence of tenderers' representatives who choose to attend.

Please confirm receipt of this letter immediately in writing by cable/facsimile or telex.

Yours faithfully,

_____ Authorised Signature

_____ Name and Title

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 ofTenderer*] of _____[*Address of Tenderer]*

Witness; Name_____

Address_____

Signature_____

Date_____
(*Amend accordingly if provided by Insurance Company)*

LETTER OF ACCEPTANCE
[letterhead paper of the Employer]

_____*[date]*

To: _____
[name of the Contractor]

_____
[address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated _____
for the execution of _____
[name of the Contract and identification number,as given in the Tender documents] for the Contract Price of Kshs. _____ *[amount in figures]*[Kenya Shillings_____*(amount in words)*] in accordance with the Instructions to Tenderers is hereby accepted.

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

Authorized Signature .....

Name and Title of Signatory .....

Attachment : Agreement

FORM OF AGREEMENT

THIS AGREEMENT, made the _____ day of _____ 20 _____ between_____of[or whose registered office is situated at]_____
(hereinafter called "the Employer") of the one part AND
_____of[or whose registered office is situated at]_____
(hereinafter called "the Contractor") of the other part.

WHEREAS THE Employer is desirous that the Contractor executes
_____
(name and identification number of Contract) (hereinafter called "the Works") located at_____*[Place/location of theWorks*]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 inwords].*

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_____

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]*

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 ofGuarantee 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]_____
AsObligee (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_____

BANK GUARANTEE FOR ADVANCE PAYMENT

To: _____ *[name of Employer]* _____*(Date)*
_____*[address of Employer]*

Gentlemen,

Ref: _____*[name of Contract]*

In accordance with the provisions of the Conditions of Contract of the above-mentioned Contract, We,_____*[name and Address of Contractor]* (hereinafter called "the Contractor") shall deposit with

_____*[name of Employer]* a bank guarantee to guarantee his proper and faithful performance under the said Contract in an amount of Kshs._____*[amount of Guarantee in figurers]* Kenya Shillings_____*[amount of Guarantee in words].*

We, _____[*bank or financial institution*], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____[*name of Employer*] on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding Kshs_____[*amount of Guarantee in figures*] Kenya Shillings _____[*amount of Guarantee in words*], such amount to be reduced periodically by the amounts recovered by you from the proceeds of the Contract.

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

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

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____(*name of Employer*) receives full payment of the same amount from the Contract.

Yours faithfully,

Signature and Seal _____

Name of the Bank or financial institution _____

Address _____

Date _____

Witness: Name: _____

Address: _____

Signature: _____

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

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 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…

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary