



REPUBLIC OF KENYA

COUNTY GOVERNMENT OF NAKURU



**TENDER DOCUMENT FOR PROPOSED CONSTRUCTION OF
WARD OFFICES IN NAKURU WEST SUB-COUNTY.**

Tender No. NCG/ONT/PSTD/069/2019/2020

NOVEMBER 2019

**COUNTY SECRETARY
P.O BOX 2870
NAKURU**

**DEPARTMENT OF PUBLIC
SERVICE TRAINING AND
DEVOLUTION.
P.O BOX 2870-20100
NAKURU**

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SECTION I

INVITATION FOR TENDERS

DATE: 7TH NOVEMBER 2019.

Tender reference No. NCG/ONT/PSTD/069/2019/2020

Tender Name: PROPOSED CONSTRUCTION OF WARD OFFICES IN NAKURU WEST SUBCOUNTY

1.1 The County Government of Nakuru of P.O. Box 2870 invites sealed tenders for the construction of ward offices in Molo Subcounty.

1.2 **Interested eligible candidates may obtain further information and inspect tender documents at Supply Chain Management Office, Public Works Building as from 8.00 a.m-1.00 p.m and 2.00 p.m -5.00 p.m.**

1.3 Bidding documents with detailed specifications may be obtained from the **Kenya Supplier Portal; supplier.treasury.go.ke** or from the county website; **www.nakuru.go.ke** for free of charge.

1.4 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.

1.5 Completed tender documents are to be uploaded online vide negotiation number.....through the IFMIS supplier portal **-supplier.treasury.go.ke and also MUST SUBMIT an Original and a copy to the tender box located at the county headquarters** so as to be received on or before **FRIDAY, 22ND NOVEMBER 2019 AT 10.00 a.m.**

1.6 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at the County Boardroom, County Government Headquarter Building.

**COUNTY SECRETARY
NAKURU COUNTY GOVERNMENT**

SECTION II
INSTRUCTIONS TO TENDERERS
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INSTRUCTIONS TO TENDERERS.

1. General

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.

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

copies of certificates of registration, and principal place of business;
total monetary value of construction work performed for each of the last five years;
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;
major items of construction equipment owned;
qualifications and experience of key site management and technical personnel proposed for the Contract;
reports on the financial standing of the Tenderer, such as profit and loss statements and auditor's reports for the last five years;
authority to seek references from the Tenderer's bankers.

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.

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.

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

The price to be charged for the tender document shall not exceed Kshs.5,000/=

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

Tender Documents

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

These instructions to Tenderers

Form of Tender

Conditions of Contract and Appendix to Conditions of Contract

Specifications

Drawings

Bills of Quantities/Schedule of Rates (whichever is applicable)

Other materials required to be filled and submitted in accordance with these Instructions and Conditions

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.

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.

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.

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 herebelow.

Preparation of Tenders

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

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

The Tender;

Tender Security;

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

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

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.

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

The unit rates and prices shall be in Kenya Shillings.

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.

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

The original shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised 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.

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.

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.

Submission of Tenders

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

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.

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.

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.

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

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.

Tender Opening and Evaluation

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.

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.

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.

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

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

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.

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.

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).

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.

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.

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

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

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

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

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

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.

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.

Award of Contract

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

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.

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.

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.

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.

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.

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

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.

Corrupt and fraudulent practices

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.

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.

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

Definitions

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.

Contract Documents

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

Agreement,
Letter of Acceptance,
Contractor’s Tender,
Conditions of Contract,
Specifications,
Drawings,
Bills of Quantities or Schedule of Rates [whichever is applicable)

Employer’s Representative’s Decisions

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

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.

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

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.

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

Any thing 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.

Work Program and Sub-contracting

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.

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.

The site

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

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.

Instructions

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

Extension of Completion Date

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.

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

Delay by:-
force majeure, or

reason of any exceptionally adverse weather conditions, or

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

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

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

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

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

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

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

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

delay in receiving possession of or access to the Site.

Management Meetings

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.

Communication between parties shall be effective only when in writing.

Defects

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.

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.

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.

Bills of Quantities/Schedule of Rates

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.

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.

Variations

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.

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.

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.

Payment Certificates and Final Account

The Contractor shall be paid after each of the following stages of Work listed herebelow (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).

First stage (*define stage*) _____

Second stage (*define stage*) _____

Third stage (*define stage*) _____

After defects liability period .

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.

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.

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.

Insurance

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.

Liquidated Damages

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.

Completion and Taking Over

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.

Termination

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;

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

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

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.

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.

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.

Payment Upon Termination

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.

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;

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 favor or disfavor to any person in relation to this or any other contract with the Employer.

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: **COUNTY GOVERNMENT OF NAKURU**

Address: **P.O. BOX 2870-20100 NAKURU**

Name of Employer's Representative:

**COUNTY SECRETARY OFFICE,
COUNTY SECRETARY
COUNTY GOVERNMENT OF NAKURU
P.O. BOX 2870-20100
NAKURU**

The name (and identification number) of the Contract is **PROPOSED CONSTRUCTION OF WARD OFFICES IN NAKURU WEST SUBCOUNTY; NCG/ONT/PSTD/069/2019/2020**

The Works consist of **CONSTRUCTION OF WARD OFFICES IN NAKURU WEST SUBCOUNTY**

The Start Date shall be **WITHIN TWENTY-ONE (21) DAYS ON SIGNING THE CONTRACT**

The Intended Completion Date for the whole of the Works shall be **TWELVE (12) WEEKS AFTER THE START DATE WHICH SHALL BE THE DATE OF SITE HANDING OVER -TAKING OVER.**

The following documents also form part of the Contract:

AS LISTED IN CLAUSE 2.1 OF THE INSTRUCTIONS TO TENDERERS

The Site Possession Date shall be **THE CONTRACTOR SHALL SUBMIT A LETTER OF ACCEPTANCE, A PERFORMANCE SECURITY OF (5%) OF THE CONTRACT PRICE IN FORM OF A BANK GUARENTEE OR 30% OF THE CONTRACT PRICE IN FORM OF A PERFORMANCE BOND FROM AN INSURANCE COMPANY AND A PROGRAM OF WORKS WITHIN FOURTEEN (14) DAYS AFTER SIGNING THE CONTRACT AND SITE POSESSION WILL BE ON THE TWENTH (20TH) DAY AFTER SIGNING THE CONTRACT**

The Site is located at **NAKURU WEST SUBCOUNTY** and is defined in drawings nos.

The Defects Liability Period is **180** days.

Amount of Tender Security is **TWO PERCENT (2%) OF THE CONTRACT AMOUNT IN FORM OF A BANK GUARANTEE OF FROM AN INSURANCE COMPANY APPROVED BY P.P.R.A**

The name and Address of the Employer for the purposes of submission of tenders is
**COUNTY SECRETARY
COUNTY GOVERNMENT OF NAKURU-OFFICE OF THE GOVERNOR
NAKURU COUNTY HEADQUARTERS
P.O. BOX 2870-20100
NAKURU**

The tender opening date and time is **FRIDAY 22ND NOVEMBER 2019 AT 10.00 A.M.**

The amount of performance security is **(5%) OF THE CONTRACT AMOUNT IN FORM OF A BANK GUAREENTEE OR 30% OF THE CONTRACT AMOUNT IN FORM OF A PERFORMANCE BOND FROM AN INSURANCE COMPANY**

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

I. SPECIFICATIONS

Notes for preparing Specifications

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.

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

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 used.

II DRAWINGS

NOTE: 1. A list of the Contract Drawings should be inserted here
2. The actual Contract Drawings including Site plans should be annexed in a separate booklet

III BILL OF QUANTITIES/SCHEDULE OF RATES

Notes for preparing Bills of Quantities

The objectives of the Bills of Quantities are;

to provide sufficient information on the quantities of Works to be performed to enable tenders to be prepared efficiently and accurately; and
when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

Notes for preparing Schedule of Rates

Where the time limit or other constraints do not allow the preparation of a Bill of Quantities for the Works, a lump-sum Contract shall be adopted and a Schedule of Rates (in place of a Bills of Quantities) shall be issued as part of the tender documents.

The objectives of the Schedule of Rates are;

to provide sufficient information on the nature of work items to be performed to enable tenders to be prepared efficiently and accurately; and

when a Contract has been entered into, to provide a basis for the pricing of Works executed for interim and final valuations.

In order to attain these objectives, Works should be itemized in the Schedule of Rates in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of Schedule of Rates should be as simple and brief as possible.

Measurement of Work executed after every agreed stage should be done and the quantities so obtained used alongside the rates in the schedule to arrive at interim valuation [for each stage]and the final valuation.

SECTION V
STANDARD FORMS

List of Standard Forms

(i) Form of Invitation for Tenders

Form of Tender

Letter of Acceptance

Form of Agreement

Form of Tender Security

Performance Bank Guarantee

Performance Bond

Bank Guarantee for Advance Payment

(ix) Qualification Information

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]

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.

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.

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.

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)

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 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:

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.

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

Letter of Acceptance

Form of Tender

Conditions of Contract Part I

Conditions of Contract Part II and Appendix to Conditions of Contract

Specifications

Drawings

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

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.

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 of20.....

THE CONDITIONS of this obligation are:

If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers

Or

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

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

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 recognised 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:

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

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

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 figures]* 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

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.

Joint Ventures

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

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

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

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

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

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

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

TENDER QUESTIONNAIRE

Please fill in block letters.

Full names of tenderer;

.....

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

.....

Telephone number (s) of tenderer;

.....

Telex of tenderer;

.....

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

.....

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 Licence 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:

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
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:

.....

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:

.....

.....

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.

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

The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

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*) ofdated the...day of20.....in the matter of Tender No.....of20...

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 of20.....

SIGNED
Board Secretary

SECTION VI : EVALUATION CRITERIA

The tenderer is expected to dully fill Stage 1 and 3 of this form

Stage 1: General Information

Tenderers Name:
Postal Address:
Telephone (Office):Mobile.....
Email Address:.....
Physical Address:
Website Address.....
Contact Person & Mobile.....

Stage 2: Evaluation Stages

Part A: Mandatory Requirements

*Applicants **must** qualify in all the requirements below for them to proceed to the Evaluation Stage 2-
Technical evaluation*

- Proper completion of form of tender (Signed and stamped)
- Valid Certificate of Tax Compliance or Exemption letter from VAT Department.
- Certificate of Incorporation/ Certificate of Registration
- Proper completion of anti-corruption declaration form
- Single business permit that is valid
- 2% bid security from a commercial bank or Insurance Company approved by
PPRA
- The bid security must be valid for 120 days from the date of tender opening
- Confidential business questionnaire dully filled and stamped
- Copy of certificate of registration with NCA 6 and above

NOTE:

A bidder shall fulfill all the above conditions in order to proceed to technical evaluation
Any bidder that does not fulfill any of the above conditions shall be disqualified from further
evaluation at this stage.

Stage 2: Technical evaluation

The technical analysis will be allocated 70% score
The bidders must show proof that they own /leased the equipment, plant and machinery and similar
works. The information provided will be subjected to authentication during the due diligence exercise
The criteria for the technical analysis will be as follows;

ITEM	Criteria		Score	Max Score
Similar works Ongoing (At least 50% complete) Complete projects	Above Kes: 1 million (Max 2 project)		Per project 2	4
	Below Kes: 4 million but above Kes: 1 million		5	10
Availability of equipment	Heavy duty inverter welder	1 no.	1	6
	Welding shield	1 no.	1	
	Welding spectacle, safety boots	1 no.	1	
	Concrete mixex	1 no.	1	
	Reflective jackets, overalls and ear muffs	1 no.	1	
	Vibrator	1 no.	1	
Qualified personnel in construction of different specialties in construction management	Proprietor/ Director(s) of the business/ company	Diploma (Max 2)	Per person 2	15
		Degree (Max 2)	5	
	Key personnel Project Manager Site Supervisor	Diploma	5	
		Degree	8	
Preliminary description of the proposed work method(Attach program of works/work plans)	More than the proposed work schedule of the project		5	15
	Equal to the proposed work schedule of the project		15	
Evidence of working capital (Letters of credit from a financial institution/ Sacco)	Below the cost of the project		5	40
	Equal to the cost of the project		15	
	Above the cost of the project X2		25	
	Above the cost of the project X3		40	

TOTAL SCORE			100

NOTE:

Bidders who score 70% of total score of 100 will proceed to Financial Evaluation

Stage 3: Financial Evaluation

The lowest responsive evaluated bidder will be awarded the tender to **Construction of ward offices in Molo Subcounty**

Stage 3: Declaration (For the Tenderer only)

The Tenderer is expected to indicate whether he/she **will/will not** accept to be evaluated on the above criteria)

Will you accept your bid to be evaluated based on the above criteria and abide by them during the entire period of the tender? (Tick appropriately below):

No:

Yes:

Official Stamp**Sign**.....

PROPOSED CONSTRUCTION OF TYPICAL WARD OFFICE BLOCK
IN NAKURU WEST SUB-COUNTY, NAKURU COUNTY.

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	1.0 OFFICE BLOCK				
	<u>ELEMENT NO. 1</u>				
	SUBSTRUCTURES				
	(All provisional)				
A	Clear site of all grass and small trees not exceeding 600mm girth and cart away or burn arisings	130	Sm		
B	Cut down trees exceeding girth over 600mm girth grub up roots and stumps chop to required lengths and hand over to client/cart away	2	No		
C	Excavate oversite to remove vegetable top soil average 250mm deep and cartaway to spoil heaps as directed on site	130	Sm		
D	Excavate to reduce level not exceeding 1.5m deep from stripped level and cart away	20	Cm		
E	Excavate for foundation strip footing in normal soil not exceeding 1.5m deep from reduced level	77	Cm		
F	Return fill and ram selected excavated material around foundations	321	Cm		
G	Load, wheel and cart away from site surplus excavated material and deposit in approved dumping area	120	Cm		
H	Extra over all kinds of excavation for excavating in rock irrespective of class	44	Cm		
	Total to collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	Allow for keeping excavations free from all water by pumping or otherwise		Item		
B	Ditto; for plunking and strutting to sides of excavations		Item		
C	300mm Thick (average) approved broken quarry stone hardcore filling in two equal layers well rolled and compacted	106	Sm		
D	Form sinking size 500mm (average)wide x 300mm deep in hardcore including forming splayed sides	4	Lm		
E	Well compacted imported granular material fill to make up levels	51	Cm		
F	50mm thick stone dust blinding to surface of hardcore	106	Sm		
	<u>Concrete works</u> 50mm plain concrete mix (1:3:6 - class 15/20mm) blinding under:				
G	Strip footing	64	Sm		
	Vibrated Reinforced Concrete mix (1:2:4) class 20/20mm in:				
H	Strip footing	13	Cm		
J	Column	1	Cm		
K	100mm thick floor bed	126	Sm		
L	100mm thick raking Ramp on 250mm (average) hardcore fill with 150mm thick apron walling founded pn mass concrete strip footing complete with excavations, soil disposal and necessary formwork tamped finish	5	Sm		
	Carried to collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>Mesh Fabric</u>				
A	Steel fabric mesh reinforcement type A142 weighing 2.22kg to BS 4483 with 150mm side laps (measured net-no allowance for laps)	126	Sm		
B	Extra for 500mm (average) thickening under beds 300mm deep	4	Lm		
	<u>Sawn formwork to:</u>				
C	Sides of Columns to 150mm radii	2	Sm		
D	Edges of ground floor bed exceeding 75mm but not exceeding 150mm wide	49	Lm		
	<u>MASONRY</u>				
E	200mm thick natural stone walling; quarry dressed bedded and jointed in cement sand(1:3) mortar; reinforced with hoop iron at alternate courses	128	Sm		
	<u>Surfaces Treatment</u>				
F	"Dragnet" or other equal and approved antitermite insecticide treatment to blinded hardcore surfaces applied in accordance with manufacturer's instructions	126	Sm		
	<u>Damp proofing</u>				
G	1000 gauge polythene sheeting laid under concrete floor bed	126	Sm		
	Total to collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>Reinforcement</u>				
	<u>Ribbed 'D' bars as described in</u>				
A	12mm diameter bars in column	24	Kgs		
B	8mm Ditto in columns	3	Kgs		
C	10mm Ditto in strip footing	294	Kgs		
D	8mm in strip footing	139	Kgs		
	<u>Cement & Sand (1:4)</u>				
E	12mm thick to plinth surfaces wood floated	20	Sm		
F	Prepare and apply three coats of bitumastic paint to rendered surfaces	20	Sm		
	Carried to collection				
	<u>Collection</u>				
	Brought forward from Page W/01				
	Brought forward from Page W/02				
	Brought forward from Page W/03				
	Brought forward from Page W/04				
	Total carried to Summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT 02</u>				
	<u>REINFORCED CONCRETE</u>				
	<u>SUPERSTRUCTURES</u>				
	Vibrated reinforced concrete (1:2:4) Class 20/20mm in:				
A	Beams		6Cm		
B	Columns		2Cm		
	<u>Reinforcement (all provisional)</u>				
	<u>Deformed bars Ribbed as described in:</u>				
C	8mm diameter bars in beams	432	Kgs		
D	12mm ditto in beams	416	Kgs		
E	12mm ditto; in beams anti crack	101	Kgs		
F	8mm ditto; in column	72	Kgs		
G	12mm ditto column	202	Kgs		
	<u>Sawn formwork to:</u>				
H	Sides and soffits of beams		69Sm		
J	Sides of columns		29Sm		
K	Ditto curved 150mm radii		3Sm		
	Total element No. 02 carried to summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT 03</u>				
	<u>WALLING</u>				
	<u>External walls</u>				
	<u>Hessian based Bituminous Damp Proof Course bedded and jointed in cement sand mortar 1:3</u>				
A	200mm wide	93	Lm		
	<u>Natural Masonry</u>				
B	200mm thick natural stone walling; medium chiseled dressed; bedded and jointed in cement and (1:3) mortar	75	Sm		
C	Extra for piers 200x200mm projection	0	Lm		
D	200mm thick precast concrete louvre block walling jointed and bedded in cement mortar (1:4)	9	sm		
E	200mm thick dwarf wall External	3	Sm		
	<u>Internal walls</u>				
	Approved load bearing machine dressed "Thika" natural stone walling bedded and jointed in cement sand (1:3) mortar with 20mm wide hoop irons in every alternate course				
F	200mm thick walling	102	Sm		
G	100mm thick ditto	10	Sm		
	Total element 03 walling to summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO.4</u>				
	<u>ROOF CONSTRUCTION, COVERING AND RAIN WATER DISPOSAL</u>				
	<u>Roof covering</u>				
A	Gauge 28 resincot in roman tile profile mildsteel iron roofing sheet covering nailed to timber purlins at 1350mm centres laid to slope not exceeding 25 degrees	171	Sm		
B	Extra over for raking cutting	89	Lm		
	<u>Accessories, fixing as necessary to roof covering</u>				
D	Standard barrel half round ridge to match; 333mm girth ridge cap; and fixing to position	16	Lm		
E	Ditto hip cap	16	Lm		
	Carried to collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>All the following structural timber shall be sawn second grade treated cypress with 9-15% M.C.</u>				
A	100 x 50mm wall plate	77	Lm		
B	75 x 50mm purlins	180	Lm		
C	150 x 50mm ditto	32	Lm		
	<u>Trusses</u>				
Type	No off	Pitch	Span (mm)	Rise (mm)	
T1	9	Double	9000	2300	
T2	3	Double	3500	950	
	<u>The following in Trusses with nailed connections including templates fillets, straps, splices and hoisting approx 3.00metres above ground level</u>				
D	150 x 50mm rafters	127	Lm		
E	150 x 50mm joists	94	Lm		
F	100 x 50mm ties and struts	161	Lm		
G	100x50mm king post	24	Lm		
H	100 x 50mm collar splice plate	36	Lm		
	Total to collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>Other members</u>				
A	150 x 50mm valley rafters	14	Lm		
B	150 x 50mm hip rafters	37	Lm		
C	150 x 50mm common rafters	75	Lm		
D	200 x 25mm ridge board	16	Lm		
	<u>Anchor bolts</u>				
E	12mm x 50 x 2mm diameter "J" bolts, 400mm long with head nut and washers cast into concrete	86	No		
	<u>The following in wrot cypress</u>				
F	25 x 100mm tongue & grooved boarding secret nailed to and including 50 x 50mm celcured wrot cypress bearers or brandering at 600mm centres	34	Sm		
	Total carried to collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>Rainwater disposal</u>				
	<u>26g galvanized mild steel sheeting; all welds ground smooth</u>				
A	200 x 200mm box gutter including soldered joints in the running length fixed to fascia board with and including brackets at approved centers	52	Lm		
B	Extra ; for blocked ends with 75mm dia. Outlet 100mm long	2	No		
C	75mm Diameter outlet	8	No		
D	100mm diameter 22 gauge galvanized metal rain water downpipe fixed to wall with holder bats at 900mm centres	24	Lm		
E	Extra over downpipe for swan neck projecting 600mm	8	No		
F	Ditto shoe	8	No		
	Galvanised mild steel sheet 22 gauge				
G	1000mm girth lining to slopping gutters with 200mm laps comprising 200 x 200mm gutter and 200mm integral flashing each side	14	Lm		
	Carried to collection below				
	Collection				
	Brought forward page W/07				
	Brought forward page W/08				
	Brought forward page W/09				
	Brought forward page W/10				
	Total element 04 roof construction to summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT 05				
	DOORS				
	Mild steel				
A	Double grilled door comprising 30 x 53 x 3mm rolled hollow section frame all round in filled with 30 x 30 x 2mm thick RHS vertical baluster 150mm center and similar horizontal member at 200mm centers in a straggered configuration overall size 1800 x 2400mm high	1	No		
B	Mild steel pannel double door overall size 1800x2400mm high in 2No. equal leaves each leaf with 30x30x3mm RHS framing and metal lugs including purpose made hanging and locking accessories once primer before delivery to the site.	10	No		
C	Ditto size 900x2400mm high	11	No		
	<u>4mm thick clear sheet to metal with glazing compound</u>				
D	Panes 0.5 to 1.00 square metres	3	Sm		
	Total element o5 carried to summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT 06</u>				
	WINDOWS				
	Fine chiseled "Blue Njiru" stone walling in cement mortar				
A	150 x 22mm cill, bedded and jointed in cement and sand 1:1 and pointed in coloured cement mortar	14	Lm		
	<u>Casement – External</u>				
	Supply, assemble and fix the following purpose-made mild steel <u>SIDE HUNG OUTWARD OPENABLE</u> windows casement complete with all opening accessories, 50 x 50mm thick frame units; including "snap on" 30mm wide permanent vent; building in ligs to jambs; plugging and screwing head and cill; bedding frames in waterproof cement mortar and pointing in approved mastic externally; fixing 6mm thick reflective glass m.s oiling, easing and adjusting as described in the following overall sizes				
B	1800 x 1500mm high	1	No		
C	1600 x1500mm high	7	No		
D	600x1050mm high	1	No		
	<u>Glazing</u>				
E	4mm thick one way sheet glass and glazing in panes 0.1-1.0sm with putty compound	20	Sm		
F	Ditto; obscured glass	0	Sm		
	Total for element No. 6 carried to summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT 07</u>				
	EXTERNAL FINISHES				
	Wall Finishes				
A	Extra over natural stone walling for neat flush horizontal and vertical joints in coloured cement mortar	79	Sm		
	Cement and sand (1:4)				
B	15mm thick cement sand (1:4) render to columns	3	Sm		
C	Ditto beams	16	Sm		
D	Ditto wall facade surfaces	4	Sm		
E	Ditto sides of gable ends	21	Sm		
F	Screeding to receive wall finish	15	SM		
	<u>Rough and Tough wall finish</u>				
G	Prepare and apply rough and touch exterior wall finish as "Crown paints" or equivalent and to approved colour	19	Sm		
	<u>Hand scratched burnt clay</u>				
H	250x75x35mm thick brick facing in cement mortar	15	SM		
	Mazerah cladding				
J	200x200x20mm thick cladding fixed with cement and sand (1:2) mortar	0	SM		
	Total for element No. 7 external finishes carried to summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT 08				
	INTERNAL FINISHES				
	<u>FLOOR FINISHES</u>				
	Cement and sand (1:4) screed				
A	Screed backing under floors finished with wood float, thickness 32mm to receive ceramic tiles (m/s)	111	Sm		
	Floor tiles				
B	330 x 330 x 8mm thick ceramic tiles as manufactured by "Flamingo Tiles" or other approved non-slip tiles fixed with approved adhesive in approved	111	Sm		
C	100mm high ditto skirting	122	Lm		
	Total to collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	WALL FINISHES				
	Cement Lime plaster; 15mm thick (1:2:9)				
A	Plaster to wall surfaces	345	Sm		
B	Ditto concrete surfaces	4	Sm		
	CEILING FINISHES				
	<u>Gypsum Boards fixed to soffites</u>				
C	12mm thick lining to soffites in an approved pattern	109	SM		
D	Extra over for forming trap door size 600 x 600mm	2	No		
E	100 x 25mm decorative gypsum cornice	140	Lm		
F	50x50mm Aluminium 'U' section channel fixed to timber	492	Lm		
	COLLECTION				
	Brought forward from page W/14				
	Brought forward from page W/15				
	Total element 08 internal finishes to summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p>ELEMENT NO. 09</p> <p>BALUSTRADING & RAILINGS</p> <p>3mm thick mild steel circular hollow extrusion tubes</p> <p>Composite balustrading comprising 50mm diameter x 3mm thick top rail welded onto 25mm x 3mm secondary baluster 200mm long at 450mm long; 50mm diameter primary baluster at 900mm centres and 30mm diameter x 2mm horizontal braces at 250mm centres to detail including grinding welds smooth fixing to concrete plinth and kerb and end to walling</p>				
A	<p>Passage Balustrades railing horizontal 1250mm high</p> <p>Guard Rail</p>		7 Lm		
B	<p>40mm diameter x 2mm thick CHS railing morticed to blockwork walling with 150mm lugs complete with paintwork</p>		17 Lm		
	Total element 09 to summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT NO. 10				
	PAINTING & DECORATING				
	ROOF				
	Touch up primer and apply one undercoat and two finishing coats of 1st quality supergloss paint to:				
A	General surfaces of roof steel work		0 Kg		
B	General surfaces of 100mm diameter down pipe girth over 300mm		8 Sm		
	WINDOWS				
	Prepare and supply two undercoats stainer and two finishing coats of vanish to:-				
C	Surfaces exceeding 100 but not exceeding 200mm girth window cill		14 Lm		
	Touch up primer and apply one undercoat and two finishing coats of 1st quality supergloss paint to:-				
D	Metal Casement surface girth over 300mm internally		20 Sm		
E	Ditto Externally		20 sm		
	DOOR				
	Touch up primer and apply one undercoats and two finishing coats of 1st qualitiy supergloss paint to:				
F	General surfaces of metal (b.s.m.)		52 Sm		
	EXTERNAL FINISHES				
	Prepare and apply 3 No. coats matt vinyl exterior wall finish as paint to:				
G	General rendered surfaces externally		59 Sm		
H	Louvre block walling		9 Sm		
	Total to collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	INTERNAL FINISHES				
	Prepare and apply one undercoat and two finishing coats of 1st quality silk vinyl paint to:-				
A	General plastered surfaces of walls	345	Sm		
B	General surfaces of horizontal suspended soffits	109	Sm		
C	General plastered concrete surfaces	4	Sm		
D	General surfaces of lourved block walling	9	Sm		
E	Surfaces not exceeding 100mm girth of cornice	140	Lm		
	Metal work				
	Touch up primer and apply one undercoat and two finishing coats of 1st quality supergloss paint paint to:-				
F	General surfaces of balustrading	18	sm		
	Carried to collection				
	Collection				
	Brought forward from page W/17				
	Brought forward from page W/18				
	Total for element No. 10 carried to summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT 11</u>				
	<u>APRON</u>				
	Precast paving slabs				
A	Excavate in normal soil not exceeding 300mm deep; backfill with murrum to form base to receive PCC paving slabs (m/s) and cart away arisings	40	Sm		
B	150mm thick compacted murrum bed	40			
C	Approved weed killer applied according to manufacturer's instructions	40	Sm		
D	Premise200" Anti-termite treatment to murrum	40	Sm		
E	600 x 600 x 50mm thick PCC slabs on and including 50mm sand bed jointed and pointed in cement sand 1:3 mortar	40	Sm		
F	Provide lay and joint 100x100mm PCC channel on and including plain concrete class Q in bed and hauch	60	Lm		
G	Provide, lay and joint rain water shalow invert block Drain (IBD) on including compacted 100mm bed of approved murrum bed complete with excavations, (not exceeding 1.5 meters deep) soil disposal, necessary formwork all to MOW detail (50) 5353	60	Lm		
	Total for element No. 11 carried to summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
SUMMARY OF TYPICAL WARD OFFICE BLOCK					
1	Total Substructure from page W/04				
2	Total reinforced concrete frame from page W/05				
3	Total walling from page W/06				
4	Total Roofing from page W/10				
5	Total door from page W/11				
6	Total windows from page W/12				
7	Total external finishes from page W/13				
8	Total internal finishes from page W/15				
9	Total Balustrading and railing W/16				
10	Total for painting and decorations from page W/18				
11	Total Apron from page W/19				
13	Provide a sum of Kenya shillings Two hundred thousand (Kshs. 200,000.00) only for electrical works				200,000.00
TOTAL FOR CONSTRUCTION OF TYPICAL WARD OFFICE BLOCK					

PROPOSED CONSTRUCTION OF TYPICAL WARD OFFICE BLOCK IN
NAKURU WEST SUB COUNTY NAKURU COUNTY

ITEM	DESCRIPTION				KSHS
	GRAND SUMMARY PAGE				
A	TOTAL FROM PAGE W/20				
B	Provide all the materials, fabricate and erect project name board in 75mm diameter 3mm thick steel pipes in 150mm wide and 600mm deep holes and supported in mass concrete class 15/20 pedestrian. The face of the board to be 1000mmx900mm written both sides as instructed.	1	NO		20,000.00
C	Allow a sum of Kenya shillings Two hundred and twenty Thousand only for payment of transport costs of Engineers site supervisory staff		SUM		220,000.00
D	Allow a sum of Kenya shillings one Hundred and fifty thousand only for client's transport		SUM		150,000.00
E	Allow a sum of Kenya shillings Ten thousand only for PIMC allowances		SUM		10,000.00
F	Allow a sum of Kenya shillings Fifty Thousand Only(Ksh 50,000) for 3000 litres capacity UPVC cylindrical water tank complete with concrete base		SUM		50,000.00
G	Allow a sum of Kenya shillings Twenty thousand for EIA		SUM		20,000.00
	TOTAL CARRIED TO FORM OF TENDER V.A.T INCLUSIVE				
	Contract Period 16 WEEKS..... Amount in words Tenderers Name Adress SignatureDate.....				
	W/21				

