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OFFICE OF THE
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PROPOSED REFURBISHMENTS OF THE EXISTING OFFICE BLOCK.

TENDER NO: CAN/T/09/2019/2020

CLOSING DATE: 20th MARCH 2020 AT 11.00 A.M

PROJECT MANAGER/CONSULTANT

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FINANCIAY YEAR 2019/2020

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SECTION I

INVITATION FOR TENDERS

DATE: 5TH MARCH, 2020

TENDER REF NO: CAN/T/09/2019/2020

TENDER NAME: PROPOSED REFURBISHMENTS OF THE EXISTING OFFICE BLOCK.

- 1.1 The County Assembly of Nakuru invites sealed bids from eligible firms for Refurbishments of the Existing office Block.
- 1.2 The PRE TENDER SITE VISIT is optional at Bidders Discretion.
- 1.3 A complete set of tender documents with detailed terms and conditions shall be downloaded from the supplier portal: supplier.treasury.go.ke and the Assembly Website: www.assembly.nakuru.go.ke free of charge.
- 1.4 Completed serialized through pagination tender documents shall be submitted back in both soft and hardcopies. The softcopies should be submitted through supplier portal and hard copies in plain sealed envelope indicating tender number and description as described in the Tender Document should be deposited in the Tender box located at County Assembly reception or send by post to:

**The Clerk
County Assembly of Nakuru
P.O. Box 907(20100)
Nakuru.**

- 1.5 The closing date for the submission of the Tender documents will be on **20th March, 2020** at **11.00 .am.**
- 1.6 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.
- 1.7 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at ***County Assembly of Nakuru Committee Room located at Ground Floor of the New Block(Ugatuzi Plaza).***

This Tender is reserved for Enterprise(s)/Firm(s) owned by Women(s).

SECTION II

INTRODUCTION

The County Assembly of Nakuru invites Eligible Bidders for Refurbishments of Existing Office Block.

A Contractor/Bidder Is Eligible, Provided that they/he/she:-

- a) Has a legal capacity to enter into a contract.
- b) Is not insolvent, in receivership, bankrupt or wound up.
- c) Is not precluded by PPRA from entering into contracts.
- d) He or his subcontractor is/are not debarred from public procurement.
- e) Has fulfilled tax obligation,
- f) Has not been convicted of corrupt or fraudulent practice.
- g) Not guilty of serious violation of fair employment laws or Practice

SECTION III

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) Copy of certificates of registration, and principal place of business;
 - (b) Copy of Valid Tax Compliance Certificate.
 - (c) Dully filled, signed and Stamped Business Questionnaire.
 - (d) Proof of Physical location of Business inform of Business Permit from the County Government.
 - (e) Dully filled, stamped and signed Form of Tender.
 - (f) Tender documents and all attachments must be serialized through pagination.
 - (g) Dully filled, signed and stamped Tender Securing Declaration Form.
 - (h) Attach CR12 for limited companies issued by the Registrar of companies or copy of ID for the sole proprietors/ or partnerships.
 - (i) Copy of valid AGPO (Women) Issued by the National Treasury.
 - (j) Dully filled, signed and stamped Anticorruption Declaration Commitment Pledge/Form.
 - (k) Dully filled, signed and stamped Declaration Form.
 - (l) National Construction Authority Certificate (NCA 7 & Above in Building works)
 - (m) Provide Current Annual Practicing Licenses for the above category.
 - (n) Total monetary value of similar work performed for each of the last 3 years; experience in works and clients who may be contacted for further information on these contracts;
 - (o) Qualifications and experience of key staff proposed for this
 - (p) Litigation History.
 - (q) Reports on the financial standing of the Tenderer such as and auditor's reports for the last three years;
 - (r) Evidence of adequate working capital/Access to Financial Resources
- 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 (where mandatory visit is not required) and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer's own expense.
- 1.5 The procurement entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 1.6 There will be no price charge for the Tender Document. Tender documents shall be downloaded free of charge from of charges from our website or Treasury Suppliers' Portal.
- 1.7 The procuring entity shall allow the tenderer to review the tender document from our website free of charge before filling and submission of the same in the manner prescribed.

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/Schedule of Rates (whichever is applicable)
 - (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 A prospective Tenderer making inquiry of the tendering documents may notify the Employer in writing or by cable, telex or facsimile at the address indicated in the letter of invitation to tender. The Employer will respond to any request for clarification received earlier than seven [7] days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.
- 2.4 Before the deadline for submission of tenders, the Employer may modify the tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing or by cable, telex or facsimile to all Tenderers. Prospective Tenderers shall acknowledge receipt of each addendum in writing to the Employer.
- 2.5 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend, as necessary, the deadline for submission of tenders in accordance with clause 4.2 here below.

3. Preparation of Tenders

- 3.1 All documents relating to the tender and any correspondence shall be in English Language.
- 3.2 The tender submitted by the Tenderer shall comprise the following:-
- (a) The Tender;
 - (b) Tender Securing Declaration Form(Properly filled, signed & Stamped)
 - (c) Priced Bill of Quantities/Schedule of Rates for lump-sum Contracts
 - (d) Any other materials required to be completed and submitted by Tenderers.
- 3.3 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities/Schedule of Rates. Items for which no rate or price is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities/Schedule of Rates. All duties, taxes and other levies payable by the Contractor under the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the Tenderer.
- 3.4 The rates and prices quoted by the Tenderer shall not be subject to any adjustment during the performance of the Contract.
- 3.5 The unit rates and prices shall be in Kenya Shillings.

- 3.6 Tenders shall remain valid for a period of One Hundred and Twenty Days (120) 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 serialized through pagination
- 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.

- 4.6 Complete set of Serialized Bids through Pagination shall be submitted both in soft and hard copy in a manner described in the Invitation Notice

5. Tender Opening and Evaluation

- 5.1 The tenders will be opened in the presence of the Tenderers' representatives who choose to attend at the time and in the place specified in the invitation to tender.
- 5.2 The Tenderers' names, the total amount of each tender and such other details as may be considered appropriate, will be announced at the opening by the Employer. Minutes of the tender opening, including the information disclosed to those present will also be prepared by the Employer.
- 5.3 Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of the Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's officials, processing of tenders or award decisions may result in the rejection of his tender.
- 5.4 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:
- (a) where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and
 - (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer's representative, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.
 - (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities/Quotation, the amount as stated in the Form of Tender shall prevail.
 - (d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the Corrected Builder's Work (i.e. corrected tender sum less P.C. and Provisional Sums).
 - (e) The Error Correction Factor shall be applied to all 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. Correction of Errors shall only be used for the Purpose of Comparison and Evaluation of Tender but not as a Basis of Award further taking into account Section 82 of the Public Procurement and Asset Disposal Act, 2015.
- 5.5 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

- 5.6 Contract price variations shall only be considered after twelve months from the date of signing the contract.
- 5.7 Where contract price variation is allowed, the valuation shall not exceed 25% of the Original Contract Price and 20% of the Original Contract Quantity.
- 5.8 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.
- 5.9 Preference where allowed in the evaluation of tenders shall not exceed 15%
- 5.10 To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion, may request [in writing] any Tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex or facsimile but no change in the tender price or substance of the tender shall be sought, offered or permitted.
- 5.11 The Tenderer shall not influence the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. Any effort by the Tenderer to influence the Employer or his employees in his decision on tender evaluation, tender comparison or Contract award may result in the rejection of the tender.

6. Award of Contract

- 6.1 The award of the Contract will be made to an Eligible Tenderer who is determined to substantially responsive as per evaluation criteria and who has offered the lowest evaluated tender price.
- 6.2 Notwithstanding the provisions of clause 6.1 above, the Employer reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time prior to the award of Contract without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the action.
- 6.3 The Tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, telex or facsimile. This notification (hereinafter and in all Contract documents called the "Letter of Acceptance") will state the sum [hereinafter and in all Contract documents called the "Contract Price" which the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. The contract shall be formed on the parties signing the contract. At the same time the other tenderers shall be informed that their tenders have not been successful.
- 6.4 The Contract Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be signed by the Employer and sent to the successful Tenderer, within 30 days following the notification of award. Within 21 days of receipt, the successful Tenderer will sign the Agreement and return it to the Employer.
- 6.5 Within 30 days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Performance Security amount stipulated in the Appendix to Conditions of Contract.
- 6.6 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 6.7 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

- 6.8 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

7. Corrupt and fraudulent practices

- 7.1 The procuring entity requires that the tenderer observes the highest standard of ethics during the procurement process and execution of the contract. A tenderer shall sign a declaration that he has not and will not be involved in corrupt and fraudulent practices.
- 7.2 The procuring entity will reject a tender if it determines that the tenderer recommended for award has engaged in corrupt and fraudulent practices in competing for the contract in question.
- 7.3 Further a tenderer who is found to have indulged in corrupt and fraudulent practices risks being debarred from participating in public procurement in Kenya.

CONDITIONS OF CONTRACT

1. Definitions

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

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

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

“The Completion Date” means the date of completion of the Works as certified by the Employer’s Representative.

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

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

“The Contractor’s Tender” is the completed tendering document submitted by the Contractor to the Employer.

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

“Days” are calendar days; **“Months”** are calendar months.

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

“The Defects Liability Certificate” is the certificate issued by Employer’s Representative upon correction of defects by the Contractor.

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

“Drawings” include calculations and other information provided or approved by the Employer’s Representative for the execution of the Contract.

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

“Equipment” is the Contractor’s machinery and vehicles brought temporarily to the Site for the execution of the Works.

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

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

“Employer’s Representative” is the person appointed by the Employer and notified to the Contractor for the purpose of supervision of the Works.

“Specification” means the Specification of the Works included in the Contract.

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

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

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

“A Variation” is an instruction given by the Employer’s Representative which varies the Works.

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

2. Contract Documents

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

- (1) Agreement,
- (2) Letter of Acceptance,
- (3) Contractor's Tender,
- (4) Conditions of Contract,
- (5) Specifications,
- (6) Drawings,& Schedule of Requirements/Prices
- (7) Bills of Quantities or Schedule of Rates [whichever is applicable]
- (8) Notification of Award.
- (9) Letter of Acceptance.

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

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

11 Defects

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

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

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

12 Bills of Quantities/Schedule of Rates

- 12.1 The Bills of Quantities/Schedule of Rates shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rates in the Bills of Quantities/Schedule of Rates for each item. Items against which no rate is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the rates for other items in the Bills of Quantities/Schedule of Rates.
- 12.2 Where Bills of Quantities do not form part of the Contract, the Contract Price shall be a lump sum (which shall be deemed to have been based on the rates in the Schedule of Rates forming part of the tender) and shall be subject to re-measurement after each stage.

13 Variations

- 13.1 The Contractor shall provide the Employer's Representative with a quotation for carrying out the variations when requested to do so. The Employer's Representative shall assess the quotation and shall obtain the necessary authority from the Employer before the variation is ordered.
- 13.2 If the Work in the variation corresponds with an item description in the Bill of Quantities/Schedule of Rates, the rate in the Bill of Quantities/Schedule of Rates shall be used to calculate the value of the variation. If the nature of the Work in the variation does not correspond with items in the Bill of Quantities/Schedule of Rates, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.
- 13.3 If the Contractor's quotation is unreasonable, the Employer's Representative may order the variation and make a change to the Contract Price, which shall be based on the Employer's Representative's own forecast of the effects of the variation on the Contractor's costs.

14 Payment Certificates and Final Account

- 14.1 The Contractor shall be paid after each of the following stages of Work listed here below (subject to re-measurement by the Employer's Representative of the Work done in each stage before payment is made). In case of lump-sum Contracts, the valuation for each stage shall be based on the quantities so obtained in the re-measurement and the rates in the Schedule of Rates.
- (i) Advance payment_____N/A
- (ii) First stage - *minimum 30% on evaluation of executed works.*

- (iii) Second stage – minimum 30% on valuation of executed works.
 - (iv) third stage – minimum 30% on practical completion and testing of works
 - (v) After defects liability period-10%.
- 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 therefore 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: **COUNTY ASSEMBLY OF NAKURU**

Address: **P.O BOX 907 (20100) NAKURU**

Name of Authorized Representative: The Clerk to the County Assembly, Contacts: 0722590098

The name (and identification number) of the Contract **TENDER NAME: PROPOSED REFURBISHMENT OF EXISTING OFFICE BLOCK as per Tender Number: CAN/T/09/2019/2020**

The Start Date shall be **_AS PER CONTRACT DOCUMENT**

The Intended Completion Date for the whole of the Works shall be **6 MONTHS AFTER SIGNING OF CONTRACT**

The Site Possession Date shall be **AS PER CONTRACT DOCUMENT**

The Site is located at **__NAKURU COUNTY ASSEMBLY.**

The Defects Liability Period is: **180 days (6months)**. During this period the employer shall retain 10% of the total tender sum. The contractor shall be required to make good any defects that arise due to poor workmanship of the contractor or manufacturers defect. The employer shall reserve the right to remedy the defects and charge the contractor.

Amount of Tender Security (NOT APPLICABLE), Bidders Required to Fill in (in the Required Format) and Submit Tender Securing Declaration Form.

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

**The Clerk to the County Assembly,
County Assembly of Nakuru
P.O Box 907 - 20100
NAKURU.**

TENDER OPENING/CLOSING DATE

The tender opening/closing date and time is **20th March 2020 at 11.00 a.m.**

PREFERENCE & RESERVATION SCHEME: This Tender is reserved to Firm(s)/Enterprise(s) Owned by Women.

LABOUR;

Unskilled labor shall be sourced from the locality of the project.

At least 30% of the labor force shall comprise of youth, 30% women and at least one (1) person with disability

MATERIALS;

The contractor is encouraged to use as much local available material as possible without compromising quality.

All materials delivered to site will be deemed to be the property of the employer and permission will be required from the employer before their removal from site.

SECURITY;

Security of the materials on site will remain the responsibility of the contractor until the project is completed, tested, commissioned and handed over. . All insurance costs shall be borne by the contractor and any loss of materials shall be replaced by the contractor.

INSURANCE;

The contractor shall ensure a minimum insurance cover as outlined below:-

- The minimum insurance of the property is **Kenya Shillings Two (2) million.**
- The minimum cover for personal injury or death.
- For the Contractor's Employee is **Kenya Shillings One (1) million.**
- And for the other people is **Kenya Shillings One (1) million.**

The Period between Work Program updates is **Fifteen (15) Days.**

The amount to be withheld for late submission of updated program is **Ten (10)** percent of the Gross Amount of the Current Valuation.

Supply and Install: It shall be assumed that all materials supplied shall be installed and used to construct the specified infrastructure to working condition. The contractor shall be deemed to have completed the contract works when they provide a "Working System".

Where Sub-contract agreements exist, they shall be declared and shall form part of the contract. The County Assembly shall be the arbitrator in the event of any disputes between the Contractor and the Sub-Contractor and the decision of the arbitrator shall be final. The arbitrator can direct payments be made directly to sub-contractors, if need be.

The Contractor shall submit a performance Bond and Advance Payment security where applicable from a reputable financial institution approved by the Public Procurement Regulatory Authority, (PPRA).

Advance payment shall be at the Discretion of the Employer's and as provided by **Section 146, 147 and 148 of the Public Procurement and Asset Disposal Act, 2015.**

The Project Manager is: **Getso Consultants Limited** of P.O.BOX 52979-00200 Nairobi.

The performance security shall be for the following minimum amounts equivalent as a percentage of the Contract Price-five **percent (5%)**

The Contractor shall complete the project within the contract period. Any delay in completion shall attract the employer to charge for **Liquidated Damages** of **Kshs. Fifty Thousand per calendar week.**

Before commencement of work the contractor shall **submit work plans** for the project to be approved by the Employer before taking over the site.

The exchange rate for calculation of foreign currency payments **is not applicable**

The schedule of basis rates used in pricing by the contractor **shall be taken to be Joint Building Council Price list in force 30 days prior to the date of submission of this Tender**

Contract variation or price adjustment; extension of the contract period; use of prime cost; use of contingencies; reimbursable costs and use of provisional sum shall be subject to the provisions of **Section 139 of the Public Procurement and Asset Disposal Act, 2015**

Upon Completion of work the contractor shall prepare “as built” drawings that indicate the layout of the final installation.

SECTION IV

SPECIFICATIONS, DRAWINGS AND BILLS OF QUANTITIES/SCHEDULE OF RATES

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 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

1. The objectives of the Bills of Quantities are;
 - (a) to provide sufficient information on the quantities of Works to be performed to enable tenders to be prepared efficiently and accurately; and
 - (b) 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;

- (a) to provide sufficient information on the nature of work items to be performed to enable tenders to be prepared efficiently and accurately; and
- (b) 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
- (ii) Form of Tender

- (iii) Letter of Acceptance

- (iv) Form of Agreement

- (v) Tender Securing declaration form

- (vi) Anticorruption declaration Form

- (vii) Declaration Form

- (viii) Manufacturers Authorization

- (ix) Performance Bank Guarantee

- (x) Performance Bond

- (xi) 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]

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:

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 _____

TENDER SECURING DECLARATION FORM

[The Tenderer shall fill in this Form in accordance with the instructions indicated.]

Date: *[insert date]*

Tender No.: *[insert tender number]*

Alternative No.: *[insert identification No if this is an alternative]*

To: *[insert name of Procuring Entity]*

We, the undersigned, declare that:

We understand that, according to your conditions, tenders must be supported by a Tenders-Securing Declaration.

We accept that we will automatically be suspended from being eligible for tendering in any contract with the Procuring Entity for the period of time as determined by the Authority if we are in breach of our obligation(s) under the tender conditions, because we:

- (a) have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
- (b) does not accept the Procuring Entity's corrections of arithmetic errors in accordance with the Instructions to Tenderers; or
- (c) having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight (28) days after the expiration of our Tender validity period.

Signed: *[insert signature of person whose name and capacity are shown]*

Name: *[insert complete name of person signing the Tender Securing Declaration]*

In the capacity of *[insert legal capacity of person signing the Tender Securing Declaration]*

Duly authorized to sign the Tender for and on behalf of: *[insert complete name of Tenderer]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Tender Securing Declaration must be in the name of all partners to the Joint Venture that submits the tender.]

ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE FORM

I/We/Messrs.....

Of Street, Building, P O Box.....

.....

Contact/Phone/E mail.....

Declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We.....

Declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender name.....

Tender No

For or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature.....

Name and Title of Signatory.....

Official Seal/ Stamp

DECLARATION FORM (DEBARMENT)

Date _____

To _____

The tenderer i.e. (name and address) _____

_____ Declare the following:

- a) Has not been debarred from participating in public procurement.
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Title

Signature

Date

(To be signed by authorized representative and officially stamped)

LITIGATION HISTORY FORM

Information on current litigation in which the bidder is involved

OTHER PARTY(IES)	CAUSE OF DISPUTE	AMOUNT INVOLVED (KSHS)

I certify that the above information is correct.

.....

Date

.....

Signature of the Bidder

(To be signed by the authorized representative and officially stamped)

FORM OF WRITTEN POWER-OF-ATTORNEY

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

.....

(Name of Tenderer's Representative in block letters)

.....

(Address of Tenderer's Representative)

.....

(Signature of Tenderer's Representative)

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:

- (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 and year of	Value of work performed and completion	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 2 (c) 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
 Plot No Street/Road.....
 Postal Address Tel. No email.....
 Nature of Business
 Current Trade License No. Expiring Date
 Maximum value of business which you can handle at any one time: K£
 Name of your bankers Branch.....
 Are you an agent of the Kenya National Trading Corporation? YES/NO.

Part 2 (a) – Sole Proprietors:

Your name in full Age
 Nationality Country of origin
 *Citizenship details.....

Part 2 (b) – Partnership:

Give details of partners as follows:

	Name	Nationality	Citizenship Details	Shares
1.			
			
2.			
			
3.			
			
4.			
			
5.			
			

Part 2 (c) – Registered Company:

Private or public

State the nominal and issued capital of the company-

Nominal K£

Issued K£

Give details of all directors as follows:

	Name	Nationality	Citizenship Details	Shares
1.			
			
2.			
			
3.			
			
4.			
			
5.			
			

Date Signature of Tenderer

*If Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.

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 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:
.....

[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

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

PREAMBLE TO BILL OF QUANTITIES

1. These bills of quantities shall form part of the contract documents and are to be read in conjunction with the instruction to bidders general, special conditions of contract, technical specifications, technical drawings and other contract documents.
2. There is no guarantee to the contractor that he will be required to carry out the quantities of work indicated under anyone particular item or group of items in the bills of quantities, though on the contract as a whole the quantities are believed to represent the overall value of the work to be carried out.
3. The prices and rates inserted in the bills of quantities will be used for valuing the work executed and the engineer will measure the whole of the works in accordance with the contract.
4. The quantities in the bill of quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the contractor and verified by the engineer and valued at the rates and prices bid in the priced bill of quantities, where applicable, and otherwise at such rates as the engineer may fix within the terms of the contract.
5. The rates in the bill of quantities shall include all contractual plant, labour, supervision, materials erection, maintenance, insurance, profit, taxes and duties, together with all general risks liabilities, and obligations set out or implied in the contract.
6. A rate or price shall be entered against each item in the priced bill of quantities whether quantities are stated or not. The cost of items which the contractor as failed to enter a rate or price shall be deemed to be covered by the other rates and prices entered in the bill of quantities.
7. The whole cost of complying with the provisions of the contract shall be included in the items provided in the bill of quantities, and where items are not provided, the cost shall be deemed to be distributed among the rates and prices entered in the related items of work.
8. Provisional sums included and so designated in the bill of quantities shall be expended in whole or in part at the direction and discretion of the engineer.
9. The method of measurement of completed work for payment shall be in accordance with the standard method of measurement of civil works.

***BILLS OF QUANTITIES AND DRAWINGS FOR PROPOSED
REFURBISHMENT OF THE EXSTING OFFICE BLOCK HAS BEEN
ANNEXED IN THE TENDER DOCUMENT***

SCHEDULE OF REQUIREMENTS/PRICES

NAME OF THE TENDERER...

TENDER NUMBER...

<i>NO.</i>	<i>ITEM DESCRIPTION</i>	<i>QUANTITY</i>	<i>UNIT PRICE KSHS</i>	<i>DELIVERY PERIOD</i>
<i>1</i>	<i>PROPOSED REFURBISHMENT OF THE EXSTING OFFICE BLOCK (As per the Drawings & Bill of Quantities Annexed to the Tender Document)</i>	<i>1 Lot</i>		
<i>TOTAL</i>				

Authorized Official: _____
Name

Signature

Date

Note: **Amount to be transferred to the Form of Tender.**

EVALUATION CRITERION

Evaluation and comparison of Tenders

Tenderer's NamePostal
 Address..... Tel No.
 Fax..... E
 mail
 Physical Address.....Tender No
Description.....

The Evaluation of the Tender Documents shall be subjected to four distinct stages of the evaluation process in logical sequence as outlined below:-

Stage 1:- Substantial responsiveness of Bids.

Stage 2:- Preliminary Evaluation of the Bids.

Stage 3:- Technical Evaluation of Bids.

Stage 4:- Commercial Evaluation of Bids.

STAGE 1:- SUBSTANTIAL RESPONSIVENESS OF BIDS.

The purpose of this stage was to examine whether the bids were complete as required by the bidding documents before further detailed evaluation. This is a Mandatory Requirement. The following shall be the criteria:-

NO.	DESCRIPTION	CRITERIAL	REFERENCE
a)	Bid Validity Period	120 Days	ITB 3.6
b)	Serialization of Bids	Tender Documents and attachment should be paginated (serialized)	ITB 4.6
c)	Mode of Submission	Hard and Soft Copies	ITB 4.6
d)	Completeness of the Tender Documents	Submit Tenders in the correct Format (All forms filled, signed/sealed and rubber stamped i.e. Tender form, Confidential Business Questionnaire, Bills of Quantities, Form of Written Power of Attorney, Anti-Corruption Declaration Form, Declaration Form(Debarment), Tender Securing Declaration Form, Tender Questionnaire)	Standard Forms

STAGE 2:- PRELIMINARY EVALUATION OF THE BIDS.

NO.	PRELIMINARY EVALUATION OF THE BIDS.		
	FOR MANDATORY REQUIREMENTS (TO BE EVALUATED ON A „YES OR NO“ BASIS:		
	NO.	REQUIREMENT	YES/NO
	MR 1	Must Submit a Certified copy of the Certificate of Incorporation or Registration	
	MR 2	Must Submit a Copy of Valid Tax Compliance Certificate for company or proprietors of business names.	
	MR 3	Proof of Physical location of Business- Must Submit a Certified Copy of a Valid Business Permit from a County Government.	
	MR 4	Attach Certified copies CR12 for limited companies issued by the Registrar of companies or Certified Copy of IDs for proprietors of Business Names	
	MR 5	Must submit a copy of Valid AGPO (Women) Issued by the National Treasury	
	MR 6	Copy of Current National Construction Authority Registration Certificate(NCA 7 and above in Building works)	
	MR 7	Provide Current & Valid NCA Annual Practicing License as a Building Work Contractor for NCA Category indicated above)	
	N/B: ALL THE ABOVE MUST BE MET TO QUALIFY FOR THE 3RD STAGE		

STAGE 3:- TECHNICAL EVALUATION OF BIDS. (ATTACH EVIDENCE)

ITEM	DESCRIPTION			SCORES
1	LETTERS OF REFERENCE FROM THE PREVIOUS CLIENTS			MAX 15
	The Bidder to provide recommendation letters from clients of successfully undertaken projects of similar nature and complexity. Attach at least three (3), letters of reference from the past clientele any building completed/refurbished in the last three years. (Each Reference letter to score-5marks)			0-15
2	KEY PERSONEL			MAX 20
	SITE AGENT	a) QUALIFICATION	DEGREE	4
			DIPLOMA/CERTIFICATE	2
		b) RELEVANT EXPERIENCE	6 YEARS & ABOVE	4
			3-5 YEARS	2
			1-3 YEARS	1
			LESS THAN ONE YEAR	0
	RESIDENT ENGINEER	a) QUALIFICATION	DEGREE	4
			DIPLOMA/CERTIFICATE	2
		b) RELEVANT EXPERIENCE	6 YEARS & ABOVE	4
			3-5 YEARS	2
			1-3 YEARS	1
			ONE YEAR AND LESS	0
	FOREMAN	a) QUALIFICATION	DEGREE	2
			DIPLOMA/CERTIFICATE	1
		b) RELEVANT EXPERIENCE	8 YEARS & ABOVE	2
			6-7 YEARS	2

			3-6 YEARS	1
			LESS THAN 3 YEARS	0
3.	GENERAL CONSTRUCTION EXPERIENCE FOR THE LAST 3 YEARS			MAX 20
		Annual Volume Of Work Done For The Last 3years Of Similar Nature & Magnitude) Attach Proof	Overs Kshs. 15 Million.	20
			Kshs. 10 Million to Kshs.15 Million	12
			Below 10 Million	0
4.	SPECIFIC EXPERIENCE FOR THE LAST 3 YEARS			MAX 20
	The Bidder to show evidence of having successfully Undertaken at least two (2) No. Renovation /Building Works in the last three years. To attach proof inform of completion certificates, performance certificate or Job Cards etc.) (Each Evidence provided to score-10marks)			
5.	LITIGATION HISTORY			MAX 5
	Filled.....5 Not Filled.....0			
6.	FINANCIAL CAPABILITIES			MAX 20
		Evidence of adequate working capital inform of Access to line(s) of credit from reputable bank or Availability of other financial resources inform of (Cash in hand, overdraft facilities, etc) to meet project cash flow requirements	Ksh 8Million & ABOVE	12
			Ksh 6-7 Million	6
			Ksh 3-6 Million	4
			Less than Ksh 3	2
	Audited accounts for the last 3 years	To Demonstrate Current soundness of the Bidder's financial position and long-term profitability	Audited Accounts for 3 years and Above	8
			Audited Accounts for 2 years and Above	4
			Audited Accounts for 1 years and Above	2
	TOTAL SCORES			100

The pass mark for the Technical Evaluation will be 80%. Candidate will have attained those points will have their proposals evaluated

STAGE 4: FINANCIAL EVALUATION

STAGE FOUR: FINANCIAL EVALUATION
Financial Evaluation
<ol style="list-style-type: none">a. The bidder that qualifies technically and with the lowest financial quote will be recommended for the award of the contract further taking into account reasonableness of the amount quoted.b. If there is a tie on the lowest quoted price between two firms, the firm with the highest technical points will be recommended for the award.

N/B: RECOMMENDATION FOR AWARD

1. The successful bidder shall be tenderer with the lowest evaluated tender price subject to the employer's right to exercise due diligence relating to confirmation of the information submitted by the bidder before the award of the tender in pursuant to section 83 of the Public Procurement and Asset Disposal Act, 2015.
2. Certification of documents to be done by a commissioner of oaths.

PRE-TENDER SUB-CONTRACT AGREEMENT

BETWEEN BIDDER AND BUSINESSES OWNED BY MERCHANTS OR MANUFACTURERS The County Assembly of Nakuru is encouraging Main Contractors to sub-contract some works and services to companies owned by such persons.

This agreement is hereby made this _____ day of _____ 2014
between _____

_____ (Name of Bidder) and

_____ (name of Business owned by Merchants
or Manufacturers).

The agreement is in reference to Tender for (title of tender) _____

_____ TenderNo. _____

The Main Bidder now agrees to sub-contract the following works, services or supply of materials. (describe which work, services and (or) supply of materials) will be done by the sub-contractor).

Value of Works, Services or supply of materials to be sub-contracted Kes. _____

(Amount in words) _____

By signing this agreement the main contractor also undertakes to authorize the County Government of Taita Taveta to pay the sub-contractor directly from the proceeds of the contract upon verification of work completed. Any disagreements between the parties shall be arbitrated by the County Government of Taita Taveta whose decision shall be final.

Signed by _____ Signature _____

On Behalf of _____ (Bidder)

Stamp _____ Date _____

Signed by _____ Signature _____

On behalf _____ (Sub-Contract Business)

Stamp _____ Date _____

Note: Attach registration Certificate clearly indicating ownership of the business, and any other evidence to show ownership is for the Merchant or Manufacturers.