



KENYA SCHOOL OF GOVERNMENT
Empowering the Public Service

TENDER DOCUMENT
FOR

PROPOSED CONSTRUCTION OF CAR PARK AT KENYA SCHOOL OF
GOVERNMENT - MOMBASA

TENDER NO: KSG/79/2018-2020

CLOSING DATE: WEDNESDAY NOVEMBER 21, 2018 AT 10:30AM..,



COUNTY GOVERNMENT OF MOMBASA
DEPARTMENT OF TRANSPORT, INFRASTRUCTURE AND PUBLIC
WORKS
DIRECTORATE OF PUBLIC WORKS

**PROPOSED CONSTRUCTION OF CAR PARK AT KENYA SCHOOL OF
GOVERNMENT - MOMBASA**

ISSUED BY

DIRECTOR OF PUBLIC WORKS
TRANSPORT AND INFRASTRUCTURE AND PUBLIC WORKS
P. O. BOX 90350
MOMBASA

NOVEMBER,2018



COUNTY GOVERNMENT OF MOMBASA
DEPARTMENT OF TRANSPORT, INFRASTRUCTURE AND PUBLIC WORKS
DIRECTORATE OF PUBLIC WORKS

PROPOSED CONSTRUCTION OF CAR PARK AT KENYA SCHOOL OF GOVERNMENT
- MOMBASA

<u>ITEM</u>	<u>CONTENTS</u>	<u>PAGE No.</u>
A.	CONTENTS PAGE	(i)
B.	SIGNATURE PAGE AND NOTES	(ii)
C.	STANDARD TENDER DOCUMENTS FOR PROCUREMENT WORKS	1-47
D.	PREAMBLES AND PRICING NOTES	(PN/1-PN/3)
E.	GENERAL PRELIMINARIES	(GP/1 –13)
F.	PARTICULAR PRELIMINARIES	(PP/1- 7)
G.	CAR PARK WORKS	(C/1-C/8)
H.	PROVISIONAL SUMS	(PS)
I.	SUMMARY PAGE	(G /SUM)

(i)



COUNTY GOVERNMENT OF MOMBASA
DEPARTMENT OF TRANSPORT, INFRASTRUCTURE AND PUBLIC WORKS
DIRECTORATE OF PUBLIC WORKS

BILLS OF QUANTITIES

Supplied as part of; Proposed Construction of Car Park at Kenya School of Government - Mombasa.

Issued by:-

**DIRECTOR OF PUBLIC WORKS,
DEPARTMENT OF TRANSPORT, INFRASTRUCTURE AND PUBLIC WORKS,
P. O. BOX 90350 - 80100,
MOMBASA.**

The contract for the mentioned works entered into thisday of2018
By the undersigned parties refer to these Bills of Quantities and the Ministry of Public Works General Specifications dated March 1976 (together with any amendments thereto issued since date of publication) both of which shall be read and construed as part of the said contract.

Signed
CONTRACTOR

Signed
**THE DIRECTOR GENERAL
KENYA SCHOOL OF GOVERNMENT.**

DATE.....

DATE.....

SPECIAL NOTES

The contractor is required to check the number of pages of these Bills of Quantities and should he find any missing or in duplicate, or figures indistinct, he must inform the **Director of Public Works, Department of Transport, Infrastructure and Public Works** at once and have the same rectified.

Further, should the contractor be in doubt about precise meaning of any item or figure for any reason whatsoever, he must inform the **Director of Public Works, Department of Transport, Infrastructure and Public Works**, in order that the correct meaning may be decided before the date of submission of tenders. No liability will be admitted nor claim allowed in respect of the errors in the contractors tender due to mistakes in the specifications that should have been rectified in the manner described above.

(ii)

REPUBLIC OF KENYA



STANDARD TENDER DOCUMENT FOR PROCUREMENT WORKS (BUILDING AND ASSOCIATED CIVIL ENGINEERING WORKS)

**PUBLIC PROCUREMENT OVERSIGHT
AUTHORITY (PPOA)
P.O BOX 30007-00200
NAIROBI.**

(REVISED OCTOBER 2006)

TABLE OF CONTENTS

		<u>PAGE</u>
	INTRODUCTION	2
SECTION I	INVITATION FOR TENDERS	3-4
SECTION II	INSTRUCTIONS TO TENDERERS	5-12
SECTION III	CONDITIONS OF CONTRACT	13-23
	APPENDIX TO CONDITIONS OF CONTRACT	24-25
SECTION IV	SPECIFICATIONS.....	26
	DRAWINGS	26
	BILLS OF QUANTITIES	26-27
SECTION V	STANDARD FORMS.....	28-44

INTRODUCTION

- 1.1 This standard tender document for procurement of works has been prepared for use by procuring entities in Kenya in the procurement of works (e.g. Buildings, and associated civil engineering works) which the procuring entity considers to be small and where it is not required to be open tendering.
- 1.2 The following guidelines should be observed when using the document:-
 - (a) Specific details should be furnished in the tender notice and in the special conditions of contract (where applicable). The tender document issued to tenderers should not have blank spaces or options.
 - (b) The instructions to tenderers and the General Conditions of Contract should remain unchanged. Any necessary amendments to these parts should be made through Appendix to instructions to tenderers and special conditions of contract respectively.
- 1.3 (a) Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable prospective tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements
 - I. The invitation to tender shall be as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have been prequalified following a request for prequalification.
- 1.4 The cover of the tender document should be modified to include:-
 - II. Tender number.
 - III. Tender name.
 - IV. Name of procuring entity.
 - V. Delete name and address of PPOA.

Tender reference No.

Tender Name: Proposed Construction of Car Park at Kenya School of Government - Mombasa

The Director General, **Kenya School of Government**, invites sealed tenders for the **Proposed Construction of Car Park at Kenya School of Government - Mombasa**.

Interested eligible candidates may obtain further information and inspect tender documents at procurement offices during normal working hours

1.1 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of one thousand (**Kshs 1,000**) in cash or Bankers Cheque payable to **Kenya School of Government**.

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

1.2 Only bidders who meet the following criteria, which **must** be demonstrated by attaching relevant documentary evidence, shall be considered for further evaluation

- a) Must be registered by National Construction Authority (**NCA-5 and above in Building works**)
- b) Must provide a bid bond of **2%** of the bid price in form of bank guarantee from a reputable bank which must remain valid for **120 days** from the date of opening tender
- c) Provide financial standing (audited account and bank statements) for the last two years
- d) Provide valid tax compliance certificate
- e) Provide PIN and V.A.T certificates
- f) Provide proof of registration as a company

1.3 Further, tender from the following tenderers shall be treated as Non-responsive and therefore subject to automatic disqualification:-

- a) A tender from a tenderer whose on-going projects is/are behind schedule and without any approved extension of time
- b) A tender from a tenderer who has been served with default notice on on-going project/s or terminated from a contract

1.4 The Government reserves the right to reject any tender or all the tenders without giving reasons for rejection, and does not bind itself to accept the lowest or any tender.

1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender name and reference number and deposited in the Tender Box at OR to be addressed to

**THE DIRECTOR GENERAL
KENYA SCHOOL OF GOVERNMENT
P.O BOX 23030-00604, NAIROBI.**

So as to be received on or before ON
.....

1.6 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at
.....

.....
**THE DIRECTOR ENERAL
KENYA SCHOOL OF GOVERNMENT**

SECTION II
INSTRUCTIONS TO TENDERERS
TABLE OF CONTENTS

CLAUSE	PAGE.
1. GENERAL -----	6
2. TENDER DOCUMENTS -----	7
3. PREPARATION OF TENDERS -----	7 - 8
4. SUBMISSION OF TENDERS -----	8- 9
5. TENDER OPENING AND EVALUATON -----	9- 10
6. AWARD OF CONTRACT -----	11 -12

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 tender document
- 1.2 Tenderers shall include the following information and documents with their tenders, unless otherwise stated:
 - (a) copies of certificates of registration, and principal place of business;
 - (b) total monetary value of construction work performed for each of the last five years;
 - (c) experience in works of a similar nature and size for each of the last five years, and clients who may be contacted for further information on these contracts;
 - (d) major items of construction equipment owned;
 - (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
 - (f) reports on the financial standing of the Tenderer, such as profit and loss statements and auditor's reports for the last five years;
 - (g) Authority to seek references from the Tenderer's bankers.
- 1.3 The Tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible or liable for those costs.
- 1.4 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer's own expense.
- 1.5 The procurement entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 1.6 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.
- 1.7

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 herebelow:-
- (a) These instructions to Tenderers
 - (b) Form of Tender
 - (c) Conditions of Contract and Appendix to Conditions of Contract
 - (d) Specifications
 - (e) Drawings
 - (f) Bills of Quantities/Schedule of Rates (whichever is applicable)
 - (g) Other materials required to be filled and submitted in accordance with these Instructions and Conditions
- 2.2 The Tenderer shall examine all instructions, forms and specifications in the tender documents. Failure to furnish all information required by the tender documents may result in rejection of his tender.
- 2.3 A prospective Tenderer making inquiries of the tendering documents may notify the Employer in writing or by cable, telex or facsimile at the address indicated in the letter of invitation to tender. The Employer will respond to any request for clarification received earlier than seven [7] days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.
- 2.4 Before the deadline for submission of tenders, the Employer may modify the tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing or by cable, telex or facsimile to all Tenderers. Prospective Tenderers shall acknowledge receipt of each addendum in writing to the Employer.
- 2.5 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend, as necessary, the deadline for submission of tenders in accordance with clause 4.2 herebelow.

3. Preparation of Tenders

- 3.1 All documents relating to the tender and any correspondence shall be in English Language.
- 3.2 The tender submitted by the Tenderer shall comprise the following:-
- (a) The Tender;
 - (b) Tender Security;

- (c) Priced Bill of Quantities/Schedule of Rates for lump-sum Contracts
 - (d) Any other materials required to be completed and submitted by Tenderers.
- 3.3 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities/Schedule of Rates. Items for which no rate or price is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities/Schedule of Rates. All duties, taxes and other levies payable by the Contractor under the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the Tenderer.
- 3.4 The rates and prices quoted by the Tenderer shall not be subject to any adjustment during the performance of the Contract.
- 3.5 The unit rates and prices shall be in Kenya Shillings.
- 3.6 Tenders shall remain valid for a period of sixty (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 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.
- 3.9 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.
- 3.10 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

4. Submission of Tenders

- 4.1 The tender duly filled and sealed in an envelope shall;-
- (a) be addressed to the Employer at the address provided in the invitation to tender;

- [b] Bear the name and identification number of the Contract as defined in the invitation to tender; and
 - [c] Provide a warning not to open before the specified time and date for tender opening.
- 4.2 Tenders shall be delivered to the Employer at the address specified above not later than the time and date specified in the invitation to tender.
- 4.3 The tenderer shall not submit any alternative offers unless they are specifically required in the tender documents.
- Only one tender may be submitted by each tenderer. Any tenderer who fails to comply with this requirement will be disqualified.
- 4.4 Any tender received after the deadline for opening tenders will be returned to the tenderer un-opened.
- 4.5 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with sub-clause 2.5 in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

5. Tender Opening and Evaluation

- 5.1 The tenders will be opened in the presence of the Tenderers' representatives who choose to attend at the time and in the place specified in the invitation to tender.
- 5.2 The Tenderers' names, the total amount of each tender and such other details as may be considered appropriate, will be announced at the opening by the Employer. Minutes of the tender opening, including the information disclosed to those present will also be prepared by the Employer.
- 5.3 Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of the Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's officials, processing of tenders or award decisions may result in the rejection of his tender.
- 5.4 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:
- 9
- (a) where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and

- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer's representative, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.
 - (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities/Quotation, the amount as stated in the Form of Tender shall prevail.
 - (d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the Corrected Builder's Work (i.e. corrected tender sum less P.C. and Provisional Sums).
 - (e) The Error Correction Factor shall be applied to all Builders' Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.
 - (f) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and with concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security forfeited.
- 5.5 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 5.6 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 5.7 Where contract price variation is allowed, the valuation shall not exceed 15% of the original contract price.
- 5.8 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.
- 5.9 Preference where allowed in the evaluation of tenders shall not exceed 15%
- 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

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

6. Award of Contract

- 6.1 The award of the Contract will be made to the Tenderer who has offered the lowest evaluated tender price.
 - 6.2 Notwithstanding the provisions of clause 6.1 above, the Employer reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time prior to the award of Contract without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the action.
 - 6.3 The Tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, telex or facsimile. This notification (hereinafter and in all Contract documents called the "Letter of Acceptance") will state the sum [hereinafter and in all Contract documents called the "Contract Price" which the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. The contract shall be formed on the parties signing the contract. At the same time the other tenderers shall be informed that their tenders have not been successful.
 - 6.4 Within 14 days of receipt of the letter of acceptance , the successful Tenderer will sign the Agreement and return it to the Employer.
 - 6.5 Within 21 days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Performance Security amount stipulated in the Appendix to Conditions of Contract.
 - 6.6 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 11
- 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.

TENDER EVALUATION CRITERIA

After tender opening, the tenders will be evaluated in 4 stages, namely:

1. Preliminary Evaluation;
2. Technical Evaluation;
3. Financial Evaluation; and

STAGE 1: PRELIMINARY EVALUATION

This stage of evaluation shall involve examination of the mandatory requirements as set out in the Tender Advertisement Notice or Letter of Invitation to Tender and any other conditions stated in the bid document.

These conditions shall include the following:

1.1. PRELIMINARY EVALUATION

S/No	MANDATORY REQUIREMENTS(MR)
------	----------------------------

MR1	Valid Copy of certificate of incorporation/ Registration.
MR2	Valid Copy of current KRA tax compliance certificate
MR3	Valid copy of NCA 7 and above and current annual contractors practicing license from NCA
MR4	Dully filled and signed form of tender
MR5	Dully filled and signed Confidential business questionnaire
MR6	Anticorruption Pledge duly signed and stamped
MR7	Submission of original & a copy of tender document properly book bound and paginated in the correct sequence and all pages MUST be initialled. NB: Spiral Binding and use of Spring or Box Files will not be allowed and will result in automatic disqualification.
MR8	Mandatory pre bid conference on 9 th November 2018 attach proof of attendance
MR9	Valid Copy of Single Business permit
MR10	Tender Security (Bid Bond) of Kshs. 100,000.00 valid for 150 days from the date of Tender Opening.
MR11	Submission of Latest valid CR12 form showing the list directors /shareholding and National Identity Card, for Sole Proprietor attach copy of ID card
MR12	Dully filled bills of quantity in the format provided

Note:

The tenderers who do not satisfy any of the above mandatory requirements shall be considered Non-Responsive and their tenders will not be evaluated further.

STAGE 2: TECHNICAL EVALUATION

The tender document shall be examined based on clause 2.2 of the Instructions to Tenderers which states as follows:

In accordance with clause 2.2 of Instruction to Tenderers, the tenderers will be required to provide evidence for eligibility of the award of the tender by satisfying the employer of their eligibility under sub clause 2.1 of Instructions to Tenderers and their capability and adequacy of resources to effectively carry out the subject contract.

In order to comply with provisions of clause 2.2 of Instruction to Tenderers, the tenderers shall be required;

- a) *To fill the Standard Forms* provided in the bid document for the purposes of providing the required information. The tenderers may also attach the required information if they so desire;
- b) *To supply equipment/ items which comply with the technical specifications set out in the bid document.* In this regard, the bidders shall be required to submit relevant technical brochures/catalogues with the tender document, highlighting the Catalogue Numbers of the proposed items. Such brochures/catalogues should indicate comprehensive relevant data of the proposed equipment/items which should include but not limited to the following:
 - (i) Standards of manufacture;
 - (ii) Performance ratings/characteristics;
 - (iii) Material of manufacture;
 - (iv) Electrical power ratings; and
 - (v) Any other necessary requirements (Specify).

The bid will then be analyzed, using the information in the technical brochures, to determine compliance with General and Particular technical specifications for the works as indicated in the tender document. The tenderer shall also fill in the Technical Schedule as specified in the tender document for Equipment and Items indicating the Country of Origin, Model/Make/Manufacturer and catalogue numbers of the Items/Equipment they propose to supply.

The award of points considered in this section shall be as shown below:

<u>PARAMETER</u>	<u>MAXIMUM POINTS</u>
(i) Compliance with Technical Specifications -----	40
(ii) Tender Questionnaire -----	3
(iii) Key Personnel -----	12
(iv) Contract Completed in the Last Five (5) Years -----	9
(v) Schedules of On-going Projects -----	4
(vi) Schedules of Contractors Equipment -----	12
(vii) Audited Financial Report for the Last 3 Years -----	6
(viii) Evidence of Financial Resources -----	9
(ix) Name, Address and Telephone of Banks (Contractor to Provide) ---	3
(x) Litigation History -----	2
TOTAL	<u>100</u>

The pass-mark under the Technical Evaluation is 70 percent.

The detailed scoring plan shall be as shown in table 1.

TABLE 1: Technical Evaluation

Item	Description	Points Scored	Max. Point
1	Compliance with Technical Specifications <ul style="list-style-type: none"> • Compliant ----- 30 • Non-compliant----- 0 • Program of Works10 <p><i>(Note: Tender Evaluation Committee to carryout analysis showing how decision on this requirement has been arrived at. Attach analysis on this as an Appendix)</i></p>		40
2	Tender Questionnaire Form <ul style="list-style-type: none"> • Completely filled ----- 3 • Not filled ----- 0 		3
3	Key Personnel (Attach evidence)		
	Director of the firm <ul style="list-style-type: none"> • Holder of degree in relevant Engineering field ----- 4 • Holder of diploma in relevant Engineering field ----- 3 • Holder of certificate in relevant Engineering field----- 2 • Holder of trade test certificate in relevant Engineering field----- 1 • No relevant certificate ----- 0 		4
	At least 1No. degree/diploma holder of key personnel in relevant field <ul style="list-style-type: none"> • With over 10 years relevant experience ----- 4 • With over 5 years relevant experience----- 2 • With under 5 years relevant experience ----- 1 		4
	At least 1 No certificate holder of key personnel in relevant field <ul style="list-style-type: none"> • With over 10 years relevant experience----- 2 • With over 5 years relevant experience ----- 1 • With under 5 years relevant experience ----- 0.5 		2
	At least 2No artisan (trade test certificate in relevant field) <ul style="list-style-type: none"> • Artisan with over 10 years relevant experience ----- 2 • Artisan with under 10 years relevant experience ----- 1 • Non skilled worker with over 10 years relevant experience ----- 0 		2
4	Contracts completed in the last five (5) years (Max of 3No. Projects)- Provide Evidence <ul style="list-style-type: none"> • Project of similar nature, complexity or magnitude ----- 3 • Project of similar nature but of lower value than the one in consideration ----- 2 • No completed project of similar nature ----- 0 		9

Item	Description	Points Scored	Max. Point
5	On-going projects – Provide Evidence <ul style="list-style-type: none"> • No Project of similar nature, complexity and magnitude ----- 4 • Three and below Projects of similar, nature complexity and magnitude -----3 • Four and above Projects of similar nature, complexity and magnitude ----- 2 		4
6	Schedule of contractors equipment and transport (proof or evidence of ownership/Lease)		12
	a) Relevant Transport <ul style="list-style-type: none"> • Means of Transport (Vehicle) ----- 6 • No means of Transport ----- 0 	6	
	b) Relevant Equipment <ul style="list-style-type: none"> • Has relevant equipment for work being tendered ----- 6 • No relevant equipment for work being tendered ----- 0 	6	
7	Financial report		6
	a) Audited Financial Report (Last Three (3) Years) <ul style="list-style-type: none"> • Average Annual Turn-over equal to or greater than the cost of the project -- ----- 6 • Average Annual Turn-over above 50% but below 100% of the cost of the project ----- 3 • Average Annual Turn-over below 50% of the cost of the project ----- 1 		
	b) Evidence of Financial Resources (cash in hand, lines of credit, over draft facility etc.) <ul style="list-style-type: none"> • Has financial resources to finance the projected monthly cash flow* for three months ----- 9 • Has financial resources equal to the projected monthly cash flow*----- 6 • Has financial resources less the projected monthly cash flow*----- 3 • Has not indicated sources of financial resources ----- 0 		9
8	Name, Address and Telephone of Banks (Contractor to Provide) <ul style="list-style-type: none"> • Information Provided----- 3 • No Information Provided----- 0 		3
9	Litigation History <ul style="list-style-type: none"> • Duly Filled ----- 2 • Not filled ----- 0 		2
	TOTAL		100

Any bidder who scores 70 points and above shall be considered for further evaluation.

**Monthly Cash Flow = Tender Sum/Contract Period*

STAGE 3 - FINANCIAL EVALUATION

Upon completion of the technical evaluation a detailed financial evaluation shall follow.

The evaluation shall be in three stages

- a) Determination of Arithmetic Errors
- b) Comparison of Rates; and
- c) Consistency of the Rates.

A) Determination of Arithmetic Errors

Arithmetic Errors will be corrected by the Procuring Entity as follows:

- i) 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 Bills of Quantities, the amount as stated in the Form of Tender shall prevail. Pursuant to Section 82 of the Public Procurement and Asset Disposal Act 2015, the tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity;
- ii) Error correction factor shall be computed by expressing the difference between the amount and the corrected tender sum as a percentage of the corrected contract works (i.e. corrected tender sum less P.C; and Provisional Sums);
- iii) The Error correction factor shall be applied to all contract works (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.

B) Comparison of Rates

Items that are under priced or overpriced may indicate potential for non-delivery and front loading respectively. The committee shall promptly write to the tenderer asking for detailed breakdown of costs for any of the quoted items, relationship between those prices, proposed construction/installation methods and schedules.

The evaluation committee shall evaluate the responses and make an appropriate recommendation to the procuring entity giving necessary evidence. Such recommendations may include but not limited to:

- a) Recommend no adverse action to the tenderer after a convincing response;
- b) Employer requiring that the amount of the performance bond be raised at the expense of the successful tenderer to a level sufficient to protect the employer against potential financial losses;
- c) Recommend non-award based on the response provided and the available demonstratable evidence that the scope, quality, completion timing, administration of works to be undertaken by the tenderer, would adversely be affected or the rights of the employer or the tenderers obligations would be limited in a substantial way.

C) Consistency of the Rates

The evaluation committee will compare the consistency of rates for similar items and note all inconsistencies of the rates for similar items.

STAGE 4 - RECOMMENDATION FOR AWARD

The successful bidder shall be the tenderer with the lowest evaluated tender price.

SECTION III
CONDITIONS OF CONTRACT

Table of Clauses		Page
1.	DEFINITIONS.....	13
2.	CONTRACT DOCUMENTS.....	14
3.	EMPLOYER’S REPRESENTATIVE’S DECISIONS.....	14
4.	WORKS, LANGUAGE AND LAW OF CONTRACT.....	15
5.	SAFETY, TEMPORARY WORKS AND DISCOVERIES.....	15
6.	WORK PROGRAM AND SUB-CONTRACTING.....	15
7.	THE SITE.....	15-16
8.	INSTRUCTIONS.....	16
9.	EXTENSION OF COMPLETION DATE.....	16-17
10.	MANAGEMENT MEETINGS.....	17
11.	DEFECTS.....	17-18
12.	BILLS OF QUANTITIES/SCHEDULE OF RATES.....	18
13.	VARIATIONS.....	18
14.	PAYMENT CERTIFICATES AND FINAL ACCOUNT	18-19
15.	INSURANCES	19
16.	LIQUIDATED DAMAGES.....	19
17.	COMPLETION AND TAKING OVER.....	20
18.	TERMINATION.....	20
19.	PAYMENT UPON TERMINATION.....	20
20.	CORRUPT GIFTS AND PAYMENTS OF COMMISSION.....	21
21.	SETTLEMENT OF DISPUTES.....	21
22.	APPENDIX TO CONDITIONS OF CONTRACT	22-23

SECTION III - CONDITIONS OF CONTRACT

1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contract Documents

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

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

3. Employer’s Representative’s Decisions

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

4. Works, Language and Law of Contract

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

5. Safety, Temporary works and Discoveries

- 5.1 The Contractor shall be responsible for design of temporary works and shall obtain approval of third parties to the design of the temporary works where required.
- 5.2 The Contractor shall be responsible for the safety of all activities on the Site.
- 5.3 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.

6 Work Program and Sub-contracting

- 6.1 Within seven days after Site possession date, the Contractor shall submit to the Employer's Representative for approval a program showing the general methods, arrangements, order and timing for all the activities in the Works.
- 6.2 The Contractor may sub-contract the Works (but only to a maximum of 25 percent of the Contract Price) with the approval of the Employer's Representative. However, he shall not assign the Contract without the approval of the Employer in writing. Sub-contracting shall not alter the Contractor's obligations.

7 The site

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

- 7.2 The Contractor shall allow the Employer's Representative and any other person authorised by the Employer's Representative, access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

8 Instructions

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

9 Extension of Completion Date

- 9.1 The Employer's Representative shall extend the Completion Date if an occurrence arises which makes it impossible for completion to be achieved by the Intended Completion Date. The Employer's Representative shall decide whether and by how much to extend the Completion Date.
- 9.2 For the purposes of this clause, the following occurrences shall be valid for consideration;

Delay by:-

- (a) force majeure, or
- (b) reason of any exceptionally adverse weather conditions, or
- (c) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works, or
- (d) reason of the Employer's Representative's instructions issued under these Conditions, or
- (e) reason of the contractor not having received in due time necessary instructions, drawings, details or levels from the Employer's Representative for which he specifically applied in writing on a date which having regard to the date for Completion stated in the appendix to these Conditions or to any extension of time then fixed under this clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same, or
- (f) delay on the part of artists, tradesmen or others engaged by the Employer in executing work not forming part of this Contract, or
- (g) reason of delay by statutory or other services providers or similar bodies engaged directly by the Employer, or

- (h) reason of opening up for inspection of any Work covered up or of the testing or any of the Work, materials or goods in accordance with these conditions unless the inspection or test showed that the Work, materials or goods were not in accordance with this Contract, or
- (i) reason of delay in appointing a replacement Employer's Representative, or
- (j) reason of delay caused by the late supply of goods or materials or in executing Work for which the Employer or his agents are contractually obliged to supply or to execute as the case may be, or
- (k) delay in receiving possession of or access to the Site.

10 Management Meetings

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

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

11 Defects

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

11.2 The Employer's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins

11.3 at Completion, and is defined in the Appendix to Conditions of Contract.

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

12 Bills of Quantities/Schedule of Rates

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

13 Variations

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

14 Payment Certificates and Final Account

- 14.1 The Contractor shall be paid after each of the following stages of Work listed here-below (subject to re-measurement by the Employer's

Representative of the Work done in each stage before payment is made). In case of lump-sum Contracts, the valuation for each stage shall be based on the quantities so obtained in the re-measurement and the rates in the Schedule of Rates.

- (i) Advance payment _____ (*percent of Contract Price, [after Contract execution] to be inserted by the Employer*).
- (ii) First stage (*define stage*) _____
- (iii) Second stage (*define stage*) _____
- (iv) Third stage (*define stage*) _____
- (v) After defects liability period.

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

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

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

Central Bank of Kenya's average base lending rate prevailing on the first day the payment becomes overdue. The Contractor will be

20

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.

21

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

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

meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site.

19. Payment Upon Termination

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

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

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

20. Corrupt Gifts and Payments of Commission

20.1 The Contractor shall not;

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

22

(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

21.3 APPENDIX TO CONDITIONS OF CONTRACT

THE EMPLOYER IS

Name: **THE DIRECTOR GENERAL, KENYA SCHOOL OF GOVERNMENT.**

Address: **P.O Box 23030-00604, NAIROBI**

Name of Employer's Representative: **DIRECTOR OF PUBLIC WORKS, MOMBASA COUNTY**

Title; _____

Telephone: _____

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

The Works consist of the **Proposed Construction of Car Park at Kenya School of Government - Mombasa.**

The Start Date shall be **as agreed with employer's representative**

The Intended Completion Date for the whole of the Works shall be **20 weeks from the start date.**

The following documents also form part of the Contract:

The Site Possession Date shall be **as agreed with employer's representative**

The Site is located in Mvita –Mombasa.

.

The Defects Liability Period is **6 months on from the practical completion date**

Amount of Tender Security is **Kshs. 2% of the contract sum**

24

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

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

The amount of performance security is **Kshs. 5% of the contract sum**

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.

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) Form of Tender Security**
- (vi) Performance Bank Guarantee**
- (vii) Performance Bond**
- (viii) Bank Guarantee for Advance Payment**
- (ix) Qualification Information**
- (x) Tender Questionnaire**
- (xi) Confidential Business Questionnaire**
- (xii) Details of Sub-Contractors**
- (xiii) Request for Review Form**

FORM OF INVITATION FOR TENDERS

_____ [date]

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

Dear Sirs:

Reference: _____ [Contract Name]

You have been prequalified to tender for the above project.

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

A complete set of tender documents may be purchased by you from ____

[mailing address, cable/telex/facsimile numbers].

Upon payment of a non-refundable fee of Kshs _____

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

[address and location]

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

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

Yours faithfully,

_____ Authorised Signature

_____ Name and Title

FORM OF TENDER

TO: _____[Name of Employer] _____[Date]
_____ [Name of Contract]

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities/Schedule of Rates for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of Kshs. _____ [Amount in figures] Kenya Shillings _____ [Amount in words]
2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Employer's Representative's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.
3. We agree to abide by this tender until _____ [Insert date], and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20_____

Signature _____ in the capacity of _____

duly authorized to sign tenders for and on behalf of
_____ [Name 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 _____

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:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers
Or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

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

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

[date]

[signature of the Bank]

[witness]

[seal]

PERFORMANCE BANK GUARANTEE

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

Dear Sir,

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

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a 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 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

1. Individual Tenderers or Individual Members of Joint Ventures

1.1 Constitution or legal status of tenderer (attach copy or Incorporation Certificate);

Place of registration: _____

Principal place of business _____

Power of attorney of signatory of tender _____

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

Year	Volume	
	Currency	Value

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

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

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

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

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

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

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

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

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

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

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

2 Joint Ventures

- 2.0 The information listed in 1.1 – 2.0 above shall be provided for each partner of the joint venture.
- 2.1 The information required in 1.11 above shall be provided for the joint venture.
- 2.2 Attach the power of attorney of the signatory(ies) of the tender authorizing signature of the tender on behalf of the joint venture
- 2.3 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that:
 - a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - b) one of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; and
 - c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of tenderer;

.....

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

.....

3. Telephone number (s) of tenderer;

.....

4. Telex of tenderer;

.....

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

.....

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

.....

.....

Signature of Tenderer

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 – General

Business Name

Location of business premises; Country/Town.....

Plot No..... Street/Road

Postal Address..... Tel No.....

Nature of Business.....

Current Trade 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:
-
- (ii) Sub-contractor's experience
of similar works carried out
in the last 3 years with
Contract value:
-
-
- (2) Portion of Works to sublet:
- (i) Full name of sub-contractor
and address of head office:
-
-
- (ii) Sub-contractor's experience
of similar works carried out
in the last 3 years with
contract value:
-
-

[Signature of Tenderer)

Date

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1
REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) 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.....

PREAMBLES AND PRICING NOTES

A. GENERALLY

All works to be carried out in accordance with Ministry of Public Works general Specifications for Building Works issued in 1976 or as qualified or amended below

B. MANUFACTURERS' NAME

Where manufactures' names and catalogue reference are given for guidance to quality and standard only. Alternative manufacturer of equal quality will be accepted at the discretion of the **project Manager**

C. WALLING

All precast concrete blocks shall be manufactured by the methods and to the sizes specified in the Ministry of Public works "Specification for Metric Sized Concrete Blocks for Building [1972] Walling of 100mm thickness shall be reinforced with hoop irons every alternate course Prices for walling must allow for all costs in preparing, packing and sending sample blocks for testing as and when required by the Project Manager

D. CARPENTRY

The grading rules for cypress shall be the same for podocarpus and all timber used for structural works shall be select [second grade]

All structural timber must conform to the minimum requirements for moisture content and preservative treatment and timber prices must allow for preparing, packing and sending samples for testing when required.

Prices must also include for all nails and fasteners.

A. JOINERY

Cypress for joinery shall be second grade in accordance with the latest grading rules of the Kenya Government

Where mahogany is specified, this refers to prime grade only. The contractor may with approval of the Project Manager; use either Msharagi or Mvuli in lieu of Mahogany but such approval will be given only in the case of shortages of the hardwoods specified.

Plugging shall be carried out by drilling walling or concrete with masonry drill and filling with propriety plugs of the correct sizes. Cutting with hammer and chisel will not be allowed.

Prices for joinery must include for pencil rounded arises, protection against damage, nails, screws, framing and bedding in cement mortar as required.

Sizes given for joinery items are nominal sizes and exact dimensions of doors, etc, must be ascertained on site.

B. IRONMONGERY

Ironmongery shall be specified in the Bills of Quantities or equal and approved.

Prices must include for removing and re-fixing during and after painting, labeling all keys, and for fixing to hardwood, softwood, concrete or block work.

Catalogue references given for ironmongery are for purposes of indicating quality and size of item(s). should the Contractor wish to substitute the specified item(s) with others of equal manufacture, he must inform the Project Manager and obtain in approval in writing.

C. STRUCTURAL STEEL WORK

All structural steelwork shall comply with the Ministry of Public Works "structural steelwork specification (1973) and shall be executed by an approved sub-contractor

A. PLASTERWORK AND OTHER FINISHES

All finishing shall be as described in the general specifications and in these Bills of Quantities.

Prices for paving are to include for brushing concrete clean, wetting and coating with cement and sand grout 1:1

Rates for glazed wall tiling are to include for a 12mm cement and sand (1:4) backing screed unless otherwise specified in these Bills of Quantities.

B. GLAZING

Where polished plate glass is specified, this refers to general glazing quality.

Prices for glazing shall include for priming of rebates before placing putty.

The contractor will be responsible for replacing any broken or scratched glass and handing over in perfect condition.

C. PAINTING

All paint shall be 1st quality or other and approved

Painting shall be applied in accordance with the manufactures' instructions.

Prices for painting are to include for scaffolding, preparatory work, priming coats, protection of other works and for cleaning up on completion. Prices for painting on galvanized metal are to include for mordant solution as necessary

ITEM	DESCRIPTION	KSHS
-	GENERAL PRELIMINARIES	
A.	PRICING OF ITEMS OF PRELIMINARIES AND PREAMBLES	
	<p>Prices will be inserted against items of Preliminaries in the Contractor's priced Bills of Quantities and Specification.</p> <p>The Contractor shall be deemed to have included in his prices or rates for the various items in the Bills of Quantities or Specification for all costs involved in complying with all the requirements for the proper execution of the whole of the works in the Contract.</p>	
B.	ABBREVIATIONS	
	<p>Throughout these Bills, units of measurement and terms are abbreviated and shall be interpreted as follows:-</p>	
	<p><i>C.M.</i> Shall mean cubic metre</p>	
	<p><i>S.M.</i> Shall mean square metre</p>	
	<p><i>L.M.</i> Shall mean linear metre</p>	
	<p><i>MM</i> Shall mean Millimetre</p>	
	<p><i>Kg.</i> Shall mean Kilogramme</p>	
	<p><i>No.</i> Shall mean Number</p>	
	<p><i>Prs.</i> Shall mean Pairs</p>	
	<p><i>B.S.</i> Shall mean the British Standard Specification Published by the British Standards Institution, 2 Park Street, London W.I., England.</p>	
	<p><i>Ditto</i> Shall mean the whole of the preceding description except as qualified in the description in which it occurs.</p>	
	<p><i>m.s.</i> Shall mean measured separately.</p>	
	<p><i>a.b.d</i> Shall mean as before described.</p>	

ITEM	DESCRIPTION	KSHS
A.	<p>EXCEPTION TO THE STANDARD METHOD OF MEASUREMENT <i>Attendance</i> ; Clause B19(a) of the Standard Method of Measurement is deleted and the following clause is substituted:-</p> <p>Attendance on nominated Sub-Contractors shall be given as an item in each case shall be deemed to include: allowing use of standing scaffolding, mess rooms, sanitary accommodation and welfare facilities; provision of special scaffolding where necessary; providing space for office accommodation and for storage of plant and materials; providing light and water for their work: clearing away rubbish; unloading checking and hoisting; providing electric power and removing and replacing duct covers, pipe casings and the like necessary for the execution and testing of Sub- Contractors' work and being responsible for the accuracy of the same.</p> <p><i>Fix Only</i>:-</p> <p>"Fix Only" shall mean take delivery at nearest railway station (Unless otherwise stated), pay all demurrage charges, load and transport to site where necessary, unload, store, unpack, assemble as necessary, distribute to position, hoist and fix only.</p>	
B.	<p>EMPLOYER The "Employer" is Kenya School of Government.</p> <p>The term "Employer" and "Government" wherever used in the contract document shall be synonymous</p>	
C.	<p>EMPLOYER REPRESENTATIVE The term "E.R." wherever used in these Bills of Quantities shall be deemed to imply the Project Manager as defined in Condition 1 of the Conditions of Contract or such person or persons as may be duly authorised to represent him on behalf of the Government.</p>	
D.	<p>ARCHITECT The term "Architect" shall be deemed to mean "The E.R ." as defined above whose address unless otherwise notified is DW/MOMBASA P.O. Box 90350 - 80100 Mombasa</p>	
E.	<p>QUANTITY SURVEYOR The term "Quantity Surveyor" shall be deemed to mean "The E.R." as defined above address unless otherwise notified is DW/MOMBASA P.O. Box 90350 - 80100 Mombasa</p>	

GP/02

ITEM	DESCRIPTION	KSHS
A.	<p>ELECTRICAL ENGINEER</p> <p>The term "Electrical Engineer" shall be deemed to mean "The E.R." as defined above address unless otherwise notified is DW/MOMBASA P.O. Box 90553 Mombasa</p>	
B.	<p>MECHANICAL ENGINEER</p> <p>The term "Mechanical Engineer" shall be deemed to mean "The E.R." as defined above address unless otherwise notified is DW/MOMBASA P.O. Box 90350 Mombasa</p>	
C.	<p>STRUCTURAL ENGINEER</p> <p>The term "Structural Engineer" shall be deemed to mean "The E.R." as defined above address unless otherwise notified is DW/MOMBASA P.O. Box 90350 Mombasa</p>	
D.	<p>FORM OF CONTRACT</p> <p>The Form of Contract shall be as stipulated in the Republic of Kenya's Standard Tender Document for Procurement of Building Works(2006 Edition) included herein The Conditions of Contract are also included herein</p> <p><i>Conditions of Contract</i></p> <p>These are numbered from AS ATTACHED of these tender documents. Particulars of insertions to be made in the Appendix to the Contract Agreement will be found in the Particular Preliminaries part of these Bills of Quantities</p>	
E.	<p>BOND.</p> <p>The Contractor shall find and submit on the Form of Tender and approved bank and who will be willing to be bound the Government in an amount equal to five (5) per cent of the Contract amount for the due performances of the Contract up to the date of completion as certified by the EMPLOYER REPRESENTATIVE and who will when and if called upon, sign a Bond to that effect on the relevant standard form included herein. (without the addition of any limitations) on the same day as the Contract Agreement is signed, by the Government, the Contractor shall furnish within seven days another Surety to the approval of the Government.</p>	

ITEM	DESCRIPTION	KSHS
A.	<p>PLANT, TOOLS AND VEHICLES</p> <p>Allow for providing all scaffolding, plant, tools and vehicles required for the works except in so far as may be stated otherwise herein and except for such items specifically and only required for the use of nominated Sub-Contractors as described herein. No timber used for scaffolding, formwork or temporary works of any kind shall be used afterwards in the permanent work.</p>	
B.	<p>TRANSPORT.</p> <p>Allow for transport of workmen, materials, etc., to and from the site at such hours and by such routes as may be permitted by the competent authorities.</p>	
C.	<p>MATERIALS AND WORKMANSHIP.</p> <p>All materials and workmanship used in the execution of the work shall be of the best quality and description unless otherwise stated. The Contractor shall order all materials to be obtained from overseas immediately after the Contract is signed and shall also order materials to be obtained from local sources as early as necessary to ensure that they are onsite when required for use in the works. The Bills of Quantities shall not be used for the purpose of ordering materials.</p>	
D.	<p>SIGN FOR MATERIALS SUPPLIED.</p> <p>The Contractor will be required to sign a receipt for all articles and materials supplied by the EMPLOYER REPRESENTATIVE at the time of taking deliver thereof, as having received them in good order and condition, and will thereafter be responsible for any loss or damage and for replacements of any such loss or damage with articles and/or materials which will be supplied by the EMPLOYER REPRESENTATIVE at the current market prices including Customs Duty and V.A.T., all at the Contractor's own cost and expense, to the satisfaction of the EMPLOYER REPRESENTATIVE</p>	
E.	<p>STORAGE OF MATERIALS</p> <p>The Contractor shall provide at his own risk and cost where directed on the site weather proof lock-up sheds and make good damaged or disturbed surfaces upon completion to the satisfaction of the EMPLOYER REPRESENTATIVE Nominated Sub-Contractors are to be made liable for the cost of any storage accommodation provided especially for their use.</p>	

ITEM	DESCRIPTION	KSHS
A.	SAMPLES	
	<p>The Contractor shall furnish at his own cost any samples of materials or workmanship including concrete test cubes required for the works that may be called for by the EMPLOYER REPRESENTATIVE for his approval until such samples are approved by the EMPLOYER REPRESENTATIVE and the EMPLOYER REPRESENTATIVE, may reject any materials or workmanship not in his opinion to be up to approved samples. The EMPLOYER REPRESENTATIVE shall arrange for the testing of such materials as he may at his discretion deem desirable, but the testing shall be made at the expense of the Contractor and not at the expense of the EMPLOYER REPRESENTATIVE. The Contractor shall pay for the testing in accordance with the current scale of testing charges laid down by the Ministry of Roads, Housing and Public Works.</p> <p>The procedure for submitting samples of materials for testing and the method of marking for identification shall be as laid down by the EMPLOYER REPRESENTATIVE The Contractor shall allow in his tender for such samples and tests except those in connection with nominated sub-contractors' work.</p>	
B.	GOVERNMENT ACTS REGARDING WORK PEOPLE ETC.	
	<p>Allow for complying with all Government Acts, Orders and Regulations in connection with the employment of Labour and other matters related to the execution of the works. In particular the Contractor's attention is drawn to the provisions of the Factory Act 1950 and his tender must include for all costs arising or resulting from compliance with any Act, Order or Regulation relating to Insurances, pensions and holidays for workpeople or so the safety, health and welfare of the workpeople.</p> <p>The Contractor must make himself fully acquainted with current Acts and Regulations, including Police Regulations regarding the movement, housing, security and control of labour, labour camps , passes for transport, etc. It is most important that the Contractor, before tendering, shall obtain from the relevant Authority the fullest information regarding all such regulations and/or restrictions which may affect the organisation of the works, supply and control of labour, etc., and allow accordingly in his tender. No claim in respect of want of knowledge in this connection will be entertained.</p>	
C.	SECURITY OF WORKS ETC.	
	<p>The Contractor shall be entirely responsible for the security of all the works stores, materials, plant, personnel, etc., both his own and sub-contractors' and must provide all necessary watching, lighting and other precautions as necessary to ensure security against theft, loss or damage and the protection of the public.</p>	

ITEM	DESCRIPTION	KSHS
A.	<p>PUBLIC AND PRIVATE ROADS.</p> <p>Maintain as required throughout the execution of the works and make good any damage to public or private roads arising from or consequent upon the execution of the works to the satisfaction of the local and other competent authority and the EMPLOYER REPRESENTATIVE</p>	
B.	<p>EXISTING PROPERTY.</p> <p>The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damage arising from the execution of this contract at his own expense to the satisfaction of the EMPLOYER REPRESENTATIVE</p>	
C.	<p>VISIT SITE AND EXAMINE DRAWINGS.</p> <p>The Contractor is recommended to examine the drawings and visit the site the location of which is described in the Particular Preliminaries hereof. He shall be deemed to have acquainted himself therewith as to its nature, position, means of access or any other matter which, may affect his tender. No claim arising from his failure to comply with this recommendation will be considered.</p>	
D.	<p>ACCESS TO SITE AND TEMPORARY ROADS.</p> <p>Means of access to the Site shall be agreed with the EMPLOYER REPRESENTATIVE prior to commencement of the work and Contractor must allow for building any necessary temporary access roads for the transport of the materials, plant and workmen as may be required for the complete execution of the works including the provision of temporary culverts, crossings, bridges, or any other means of gaining access to the Site. Upon completion of the works, the Contractor shall remove such temporary access roads; temporary culverts, bridges, etc., and make good and reinstate all works and surfaces disturbed to the satisfaction of the EMPLOYER REPRESENTATIVE</p>	
E.	<p>AREA TO BE OCCUPIED BY THE CONTRACTOR</p> <p>The area of the site which may be occupied by the Contractor for use of storage and for the purpose of erecting workshops, etc., shall be defined on site by the EMPLOYER REPRESENTATIVE</p>	

ITEM	DESCRIPTION	KSHS
A.	<p>OFFICE ETC. FOR THE PROJECT MANAGER</p> <p>The Contractor shall provide, erect and maintain where directed on site and afterwards dismantle the site office of the type noted in the Particular Preliminaries, complete with Furniture. He shall also provide a strong metal trunk complete with strong hasp and staple fastening and two keys. He shall provide, erect and maintain a lock-up type water or bucket closet for the sole use of the EMPLOYER REPRESENTATIVE including making temporary connections to the drain where applicable to the satisfaction of Government and Medical Officer of Health and shall provide services of cleaner and pay all conservancy charges and keep both office and closet in a clean and sanitary condition from commencement to the completion of the works and dismantle and make good disturbed surfaces. The office and closet shall be completed before the Contractor is permitted to commence the works. The Contractor shall make available on the Site as and when required by the "EMPLOYER REPRESENTATIVE" a modern and accurate level together with levelling staff, ranging rods and 50 metre metallic or linen tape.</p>	
B.	<p>WATER AND ELECTRICITY SUPPLY FOR THE WORKS</p> <p>The Contractor shall provide at his own risk and cost all necessary water, electric light and power required for use in the works. The Contractor must make his own arrangements for connection to the nearest suitable water main and for metering the water used. He must also provide temporary tanks and meters as required at his own cost and clear away when no longer required and make good on completion to the entire satisfaction of the EMPLOYER REPRESENTATIVE . The Contractor shall pay all charges in connection herewith. No guarantee is given or implied that sufficient water will be available from mains and the Contractor must make his own arrangements for augmenting this supply at his own cost. Nominated Sub--contractors are to be made liable for the cost of any water or electric current used and for any installation provided especially for their own use.</p>	
C.	<p>SANITATION OF THE WORKS</p> <p>The Sanitation of the works shall be arranged and maintained by the Contractor to the satisfaction of the Government and/or Local Authorities, Labour Department and the EMPLOYER REPRESENTATIVE</p>	
D.	<p>SUPERVISION AND WORKING HOURS</p> <p>The works shall be executed under the direction and to the entire satisfaction in all respects of the EMPLOYER REPRESENTATIVE who shall at all times during normal working hours have access to the works and to the yards and workshops of the Contractor and sub-Contractors or other places where work is being prepared for the contract.</p>	
E.	<p>PROVISIONAL SUMS.</p> <p>The term "Provisional Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7(i) of the Standard Method of Measurement mentioned in Condition No. 16 of the conditions of Contract. Such sums are net and no addition shall be made to them for profit.</p>	

ITEM	DESCRIPTION	KSHS
A.	<p>PRIME COST (OR P.C.) SUMS.</p> <p>The term "Prime Cost Sum" or "P.C. Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7 (ii) of the Standard Method of firms nominated by the EMPLOYER REPRESENTATIVE to execute work or to provide and fix materials or goods as stated in Condition No. 20 of the Conditions of Contract are described herein as Nominated Sub-Contractors.</p> <p>Persons or firms so nominated to supply goods or materials are described herein as Nominated Suppliers.</p>	
B.	<p>PROGRESS CHART.</p> <p>The Contractor shall provide within two weeks of Possession of Site and in agreement with the EMPLOYER REPRESENTATIVE a Progress Chart for the whole of the works including the works of Nominated Sub-Contractors ; one copy to be handed to the EMPLOYER REPRESENTATIVE and a further copy to be retained on Site. Progress to be recorded and chart to be amended as necessary as the work proceeds.</p>	
C.	<p>ADJUSTMENT OF P.C. SUMS.</p> <p>In the final account all P.C. Sums shall be deducted and the amount properly expended upon the EMPLOYER REPRESENTATIVE'S order in respect of each of them added to the Contract sum. The Contractor shall produce to the EMPLOYER REPRESENTATIVE such quotations, invoices or bills, properly receipted, as may be necessary to show the actual details of the sums paid by the Contractor. Items of profit upon P.C. Sums shall be adjusted in the final account pro-rata to the amount paid. Items of "attendance" (as previously described) following P.C. Sums shall be adjusted pro-rata to the physical extent of the work executed (not pro-rata to the amount paid) and this shall apply even though the Contractor's priced Bill shows a percentage in the rate column in respect of them.</p> <p>Should the Contractor be permitted to tender and his tender be accepted of any work for which a P.C. Sum is included in these Bill of Quantities profit and attendance will be allowed at the same rate as it would be if the work were executed by a Nominated Sub-Contractor.</p>	

ITEM	DESCRIPTION	KSHS
A.	ADJUSTMENT OF PROVISIONAL SUMS.	
	<p>In the final account all Provisional Sums shall be deducted and the value of the work properly executed in respect of them upon the EMPLOYER REPRESENTATIVE's order added to the Contract Sum. Such work shall be valued as described for Variations in Conditions No. 13 of the Conditions of Contract, but should any part of the work be executed by a Nominated Sub-Contractor, the value of such work or articles for the work to be supplied by a Nominated Supplier, the value of such work or articles shall be treated as a P.C. Sum and profit and attendance comparable to that contained in the priced Bills of Quantities for similar items added.</p>	
B.	NOMINATED SUB-CONTRACTORS	
	<p>When any work is ordered by the EMPLOYER REPRESENTATIVE to be executed by nominated sub-contractors, the Contractor shall enter into sub-contracts as described in Condition No. 20 of the Conditions of Contract and shall thereafter be responsible for such sub-contractors in every respect. Unless otherwise described the Contractor is to provide for such Sub-Contractors any or all of the facilities described in these Preliminaries. The Contractor should price for these with the nominated Sub-contract Contractor's work concerned in the P.C. Sums under the description "add for Attendance".</p>	
C.	DIRECT CONTRACTS	
	<p>Notwithstanding the foregoing conditions, the Government reserves the right to place a "Direct Contract" for any goods or services required in the works which are covered by a P.C. Sum in the Bills of Quantities and to pay for the same direct. In any such instances, profit relative to the P.C. Sum the priced Bills of Quantities will be adjusted as described for P.C. Sums and allowed.</p>	
D.	ATTENDANCE UPON OTHER TRADESMEN, ETC.	
	<p>The Contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this Contract every facility for carrying out their work and also for use of his ordinary scaffolding. The Contractor, however, shall not be required to erect any special scaffolding for them. The Contractor shall perform such cutting away for and making good after the work of such tradesmen or persons as may be ordered by the EMPLOYER REPRESENTATIVE and the work will be measured and paid for to the extent executed at rates provided in these Bills.</p>	

ITEM	DESCRIPTION	KSHS
A.	INSURANCE The Contractor shall insure as required in Conditions Nos. 22 and 23 of the Conditions of Contract. No payment on account of the work executed will be made to the Contractor until he has satisfied the EMPLOYER REPRESENTATIVE either by production of an Insurance Policy or and Insurance Certificate that the provision of the foregoing Insurance Clauses have been complied with in all respects. Thereafter the EMPLOYER REPRESENTATIVE shall from time to time ascertain that premiums are duly paid up by the Contractor who shall if called upon to do so, produce the receipted premium renewals for the EMPLOYER REPRESENTATIVE's inspection.	
B.	PROVISIONAL WORK All work described as "Provisional" in these Bills of Quantities is subject to remeasurement in order to ascertain the actual quantity executed for which payment will be made. All "Provisional" and other work liable to adjustment under this Contract shall left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the EMPLOYER REPRESENTATIVE Immediately the work is ready for measuring, the Contractor shall give notice to the EMPLOYER REPRESENTATIVE. If the Contractor makes default in these respects he shall if the EMPLOYER REPRESENTATIVE so directs uncover the work to enable all measurements to be taken and afterwards reinstate at his own expense.	
C.	ALTERATIONS TO BILLS, PRICING, ETC. Any unauthorized alteration or qualification made to the text of the Bills of Quantities may cause the Tender to be disqualified and will in any case be ignored. The Contractor shall be deemed to have made allowance in his prices generally to cover any items against which no price has been inserted in the priced Bills of Quantities. All items of measured work shall be priced in detail and the Tenders containing Lump Sums to cover trades or groups of work must be broken down to show the price of each item before they will be accepted.	
D.	BLASTING OPERATIONS Blasting will only be allowed with the express permission of the EMPLOYER REPRESENTATIVE in writing. All blasting operations shall be carried out at the Contractor's sole risk and cost in accordance with any Government regulations in force for the time being, and any special regulations laid down by the EMPLOYER REPRESENTATIVE governing the use and storage of explosives.	

ITEM	DESCRIPTION	KSHS
A.	MATERIALS ARISING FROM EXCAVATIONS Materials of any kind obtained from the excavations shall be the property of the Government. Unless the EMPLOYER REPRESENTATIVE directs otherwise such materials shall be dealt with as provided in the Contract. Such materials shall only be used in the works, in substitution of materials which the Contractor would otherwise have had to supply with the written permission of the EMPLOYER REPRESENTATIVE Should such permission be given, the Contractor shall make due allowance for the value of the materials so used at a price to be agreed.	
B.	PROTECTION OF THE WORKS. Provide protection of the whole of the works contained in the Bills of Quantities, including casing , casing up, covering or such other means as may be necessary to avoid damage to the satisfaction of the EMPLOYER REPRESENTATIVE and remove such protection when no longer required and make good any damage which may nevertheless have been done at completion free of cost to the Government.	
C.	REMOVAL OF RUBBISH ETC. Removal of rubbish and debris from the Buildings and site as it accumulates and at the completion of the works and remove all plant, scaffolding and unused materials at completion.	
D.	WORKS TO BE DELIVERED UP CLEAN Clean and flush all gutters, rainwater and waste pipes, manholes and drains, wash (except where such treatment might cause damage) and clean all floors, sanitary fittings, glass inside and outside and any other parts of the works and remove all marks, blemishes, stains and defects from joinery, fittings and decorated surfaces generally, polish door furniture and bright parts of metalwork and leave the whole of the buildings watertight, clean, perfect and fit for occupation to the approval of the EMPLOYER REPRESENTATIVE	
E.	FIRM PRICE CONTRACT Unless otherwise specifically stated in the Particular Preliminaries this is a firm price Contract.	

ITEM	DESCRIPTION	KSHS
A.	<p>GENERAL SPECIFICATION.</p> <p>For the full description of materials and workmanship, method of execution of the work and notes for pricing, the Contractor is referred to the Ministry of Roads and Public Works and Housing General Specification dated 1976 or any subsequent revision thereof which is issued as a separate document, and which shall be allowed in all respects unless it conflicts with the General Preliminaries, Trade Preambles or other items in these Bills of Quantities.</p>	
B.	<p>TRAINING LEVY</p> <p>The Contractor's attention is drawn to legal notice No. 237 of October, 1971, which requires payment by the Contractor of a Training Levy at the rate of 1/4 % of the Contract sum on all contracts of more than Kshs. 50,000.00 in value.</p>	
C.	<p>MATERIALS ON SITE</p> <p>All materials for incorporation in the works must be stored on or adjacent to the site before payment is effected unless specifically exempted by the EMPLOYER REPRESENTATIVE. This includes the materials of the Main Contractor, Nominated Sub-Contractors and Nominated Suppliers.</p>	
D.	<p>HOARDING</p> <p>The Contractor shall enclose the site or part of the works under construction with a hoarding 2400 mm high consisting of iron sheets on 100 x 50 mm timber posts firmly secured at 1800 mm centres with two 75 x 50 mm timber rails. The Contractor is in addition required to take all precautions necessary for the safe custody of the works, materials, plant, public and Employer's property on the site.</p>	
E.	<p>CONTRACTOR'S SUPERINTENDENCE/SITE AGENT</p> <p>The Contractor shall constantly keep on the works a literate English speaking Agent or Representative, competent and experienced in the kind of work involved who shall give his whole experience in the kind of work involved and shall give his whole time to the superintendence of the works. Such Agent or Representative shall receive on behalf of the Contractor all directions and instructions from the EMPLOYER REPRESENTATIVE and such directions shall be deemed to have been given to the Contractor in accordance with the Conditions of Contract.</p>	

Carried to Collection

GP/12

ITEM	DESCRIPTION	KSHS
	<u>COLLECTION</u>	
	Brought Forward From Page GP/1	
	Brought Forward From Page GP/2	
	Brought Forward From Page GP/3	
	Brought Forward From Page GP/4	
	Brought Forward From Page GP/5	
	Brought Forward From Page GP/6	
	Brought Forward From Page GP/7	
	Brought Forward From Page GP/8	
	Brought Forward From Page GP/9	
	Brought Forward From Page GP/10	
	Brought Forward From Page GP/11	
	Brought Forward From Page GP/12	

ITEM	DESCRIPTION	K.SHS
	<p><u>PARTICULAR PRELIMINARIES</u></p> <p>A PRICING ITEMS OF PRELIMINARIES</p> <p>Prices SHALL BE INSERTED against items of “preliminaries” in the tenderer’s priced Bills of Quantities. The contractor is advised to read and understand all preliminary items.</p> <p>B DESCRIPTION OF THE WORKS</p> <p>The works to be carried out under this contract involves; Construction works.</p> <p>C FLOOR AREAS</p> <p>The gross floor areas are as drawings.</p> <p>D MEASUREMENTS</p> <p>In the event of any discrepancies arising between the Bills of Quantities and the actual works, the site measurements shall generally take precedence. However, such discrepancies between any contract documents shall immediately be referred to the EMPLOYER REPRESENTATIVE in accordance with Clause 22 of the Conditions of Contract. The discrepancies shall then be treated as a variation and be dealt with in accordance with Clause 22 of the said Conditions.</p> <p>E LOCATION OF SITE</p> <p>The site of the proposed works is at Kenya School of Government - Mombasa, Kizingo, Mombasa county. The Contractor is advised to visit the site, to familiarize with the nature and position of the site. No claims arising from the Contractor’s failure to do so will be entertained.</p> <p>F SIGNING OF THE TENDER DOCUMENTS</p> <p>The bidder shall append his / her signature and / or company ‘s rubberstamp on each and every page of tender document.</p>	
	<i>Carried to collection</i>	

ITEM	DESCRIPTION	K.SHS
A	<p>DEMOLITIONS AND ALTERATIONS</p> <p>The Contractor is to allow for all temporary protection required during the works including ordinary and special dust screens, hoardings, barriers, warning signs, etc as directed by the Project Manager and as necessary for the adequate propping and protection of existing property, finishes, workmen employed on the site, employer's agents and the public. Any damage or loss incurred due to the insufficiency of such protection must be made good by the Contractor. All protective devices are to be removed on completion of the works and any necessary making good consequent upon this is to be executed to the satisfaction of the Project Manager</p> <p>The works shall be propped, strutted and supported as necessary before any alteration or demolition work commences. Prices shall include for all cleaning and preparatory work to structure and finishes and for making good to all finishes on completion whether or not specifically described.</p> <p>Unless described as set aside for re-use all arising debris and surplus materials shall be carefully removed from building and carted away from site.</p> <p>The Contractor shall be entirely responsible for any breakage or damage which may occur to materials required for re-use during their removal unless it is certified by the Project Manager that such damage or breakage was inevitable as a result of the condition of the item concerned</p>	
B	<p>CLEARING AWAY</p> <p>The Contractor shall remove all temporary works, rubbish, debris and surplus materials from the site as they accumulate and upon completion of the works, remove and clear away all plant, equipment, rubbish, unused materials and stains and leave in a clean and tidy state to the reasonable satisfaction of the Project Manager.</p> <p>The whole of the works shall be delivered up clean, complete and in perfect condition in every respect to the satisfaction of the Project Manager.</p>	
C	<p>CLAIMS</p> <p>It shall be a condition of this contract that upon it becoming reasonably apparent to the Contractor that he has incurred losses and / or expenses due to any of the contract conditions, or by any other reason whatsoever, he shall present such a claim or intent to claim notice to the EMPLOYER REPRESENTATIVE within the contract period. No claim shall be entertained upon the expiry of the said contact period.</p>	

ITEM	DESCRIPTION	K.SHS
A	<p>PAYMENTS</p> <p>The tenderer's attention is drawn to the fact that the GOVERNMENT DOES NOT MAKE ADVANCE PAYMENTS but pays for work done and materials delivered to sit: all in accordance with Clause 23 of the Conditions of Contract Agreement. In order to facilitate this, a list of the general component elements for the works is given at the summary page of these specifications and the tenderer is requested to break down his tender sum commensurate to the said elements</p>	
B	<p>PREVENTION OF ACCIDENT, DAMAGE OR LOSS</p> <p>The Contractor is notified that these works are to be carried out on a restricted site where the client is going on with other normal activities. The Contractor is thus instructed to take reasonable care in the execution of the works as to prevent accidents, damage or loss and disruption of activities being carried out by the Client. The Contractor shall allow in his rates any expense he deemed necessary by taking such care within the site.</p>	
C	<p>WORKING CONDITIONS</p> <p>The Contractor shall allow in his rates for any interference that he may encounter in the course of the works for the Client may in some cases ask the Contractor not to proceed with the works until some activities within the site are completed, as the facility will be operating as usual during the course of the contract.</p>	
D	<p>SIGNBOARD</p> <p>Allow for providing, erecting, maintaining throughout the course of the Contract and afterwards clearing away a signboard as designed, specified and approved by the Project Manager.</p>	
E	<p>LABOUR CAMPS</p> <p>The Contractor shall not be allowed to house labour on site. Allow for transporting workers to and from the site during the tenure of the contract.</p>	
F	<p>MATERIALS FROM DEMOLITIONS</p> <p>Any materials arising from demolitions and not re-used shall become the property of Employer The Contractor shall allow in his rates the cost of transporting the demolished materials as directed.</p>	

ITEM	DESCRIPTION	K.SHS
A	<p>PRICING RATES</p> <p>The tenderer shall include for all costs in executing the whole of the works, including transport, replacing damaged items, fixing, all to comply with the said Conditions of Contract.</p>	
B	<p>SECURITY</p> <p>The Contractor shall allow for providing adequate security for the works and the workers in the course of execution of this contract. No claim will be entertained from the Contractor for not maintaining adequate security for both the works and workers.</p>	
C	<p>URGENCY OF THE WORKS</p> <p>The Contractor is notified that these “ works are urgent” and should be completed within the period stated in these Particular Preliminaries.</p> <p>The Contractor shall allow in his rates for any costs he/ she deems that he/she may incur by having to complete these works within the stipulated contract period.</p>	
D	<p>PAYMENT FOR MATERIALS ON SITE</p> <p>All materials for incorporation in the works must be stored on site before payment is effected, unless specifically exempted by the Project Manager. This is to include materials of the Contractor, nominated sub-Contractors and nominated suppliers.</p>	
E	<p>EXISTING SERVICES</p> <p>Prior to the commencement of any work, the Contractor is to ascertain from the relevant authority the exact position, depth and level of all existing services in the area and he/she shall make whatever provisions may be required by the authorities concerned for the support, maintenance and protection of such services.</p>	
F	<p>CONTRACT COMPLETION PERIOD</p> <p>The contract completion period in accordance with condition 31 of the Conditions of contract must be adhered to.</p> <p>The ‘EMPLOYER REPRESENTATIVE’ shall strictly monitor the Contractors progress in relation to the progress chart and should it be found necessary the ‘EMPLOYER REPRESENTATIVE’ shall inform the Contractor in writing that his actual performance on site is not satisfactory .In all such cases the Contractor shall accelerate his rate of performance production and progress by all means such as additional labour,plant, e.t.c and working overtime all at his cost.</p>	

PP/4

ITEM	DESCRIPTION	K.SHS
A	<p>PERFORMANCE BOND</p> <p>A bond of 5% of the contract sum will be required in accordance with clause 6.00 (as amended) on award of contract of the Instructions to Tenderer's. No payment on account for the works executed will be made to the contractor until he has submitted the Performance Bond to the Project Manager duly signed, sealed and stamped from an approved Bank.</p>	
B	<p>TENDER DOCUMENTS</p> <p>Tender documents are as listed in Clause 2.1 of the Instruction to Tenderer's Page STD/8</p>	
A	<p>DELIVERY OF TENDER</p> <p>Tenders and all documents in connection therewith, as specified above must be delivered in the addressed envelope which should be properly sealed and deposited at the offices as specified in the letter accompanying these documents or as indicated in the advertisement.</p> <p>Tenders will be opened at the time specified in the letter accompanying these Tender Documents or as indicated in the advertisement. Tenders delivered/received later than the above time will not be opened.</p>	
C	<p>VALUE ADDED TAX</p> <p>The Contractor's attention is drawn to the Legal Notice in the Finance Act part 3 Section 21(b) operative from 1st September, 1993 which requires payment of VAT on all contracts. The Contractor should therefore include allowance in his rates and prices for VAT and any other Government taxes currently in force.</p> <p>NB: VAT shall be added at the Grand Summary page</p>	

ITEM	DESCRIPTION	K.SHS
A	<p><u>PARTICULARS OF INSERTIONS TO BE MADE IN APPENDIX TO CONTRACT AGREEMENT</u></p> <p>- The following are the insertions to be made in the appendix to the Contract Agreement: -</p> <p>Period of Final Measurement: 3 Months From Practical completion</p> <p>Defects Liability Period: 6 Months from Practical completion</p> <p>Date for Possession: To be agreed with the 'EMPLOYER REPRESENTATIVE</p> <p>Date for Completion: 20 Weeks from date of Possession</p> <p>Liquidated and Ascertained: At the rate of Kshs.. 20,000... per week or part thereof</p> <p>Prime cost sums for which The Contractor desires to tender</p> <p>Period of Interim Certificates: Monthly</p> <p>Period of Honouring Certificates: 30 days</p> <p>Percentage of Certified Value Retained: 10%</p> <p>Limit of Retention Fund: 10%</p>	

	Carried to collection	0.00
--	------------------------------	------

PP/6

ITEM	DESCRIPTION	K.SHS
	<u>COLLECTION</u>	
	Brought forward from page PP/1 -	
	Brought forward from page PP/2	
	Brought forward from page PP/3	
	Brought forward from page PP/4	
	Brought forward from page PP/5	
	Brought forward from page PP/6	
	TOTAL FOR PARTICULAR PRELIMINARIES CARRIED TO GRAND SUMMARY PAGE	

PP/7

<i>Item</i>	<i>Description</i>	<i>Unit</i>	<i>Qty</i>	<i>Rate</i>	<i>Amount</i>
<u>DEMOLITION AND SITE CLLEARANCE</u>					
A	Carefully demolish existing prefab building to include removal of roof sheets and timber truss, timber walling, floor slab and foundations, steel windows, and doors to client's direction, and salvage material, load and deposit on site or cart away from site as directed (Plinth area 190m2)	-	ITEM		
B	Allow for demolishing existing concrete frame structure	-	ITEM		
C	Allow for removing existing tarmac and cart away as directed	LM	1,142		
D	Allow for uprooting trees with girth of less than 600mm	NO	6		
TOTAL FOR DEMOLITION & SITE CLEARANCE CARRIED TO SUMMARY				Ksh.	

<i>Item</i>	<i>Description</i>	<i>Unit</i>	<i>Qty</i>	<i>Rate</i>	<i>Amount</i>
	<u>PAVING</u>	-			
C	- Excavate to reduce levels; not exceeding 300mm deep including rock or buried built up works	m ²	6,200		
	<u>Disposal</u>				
D	Load and cart away surplus spoil to tips away from	m ³	1,860		
	<u>Surface treatment</u>				
E	Grade and compact sub-grade or filling to falls, crossfalls and slopes : compact to : 90% MDD	m ²	6,200		
	<u>Hardcore filling</u>				
F	300mm Thick hand packed hardcore : graded to falls, crossfalls and chambers : compacted to 108% MDD	m ³	1,860		
G	50mm thick murram blinding	m ²	6,200		
	-				
	<u>Paving blocks</u>				
H	80mm Medium duty paving blocks : 'Bamburi Block' from Bamburi Concrete Products or equal and approved; load bearing 45N/mm ² ; laid in herringbone pattern; on and including sand bed.	m ²	6,200		
TOTAL CARRIED TO COLLECTION				Ksh.	

Item	Description	Unit	Qty	Rate	Amount
	<u>Kerb and channel</u>				
A	Provide, lay and joint 250x125mm p.c.c. kerb and 125x100mm p.c.c channel including 100mm thick concrete bed and haunch (mix 1:3:6), all necessary excavations and formwork to detail (50) 5332B.	m	450		
B	Ditto to radius not exceeding 3.0m.	m	50		
C	Ditto to radius not exceeding 6.0m.	m	50		
	<u>Kerb</u>				
D	125 x 250 mm pre-cast concrete kerb rounded on one corner laid on and including concrete 1:3:6 base size 525 x 100mm haunched up behind; including all necessary excavations and formwork (including sorruond to trees)	m	450		
E	Ditto to radius not exceeding 3.0m.	m	50		
F	Ditto to radius not exceeding 6.0m.	m	50		
	<u>Channel</u>				
G	125 x 100mm pre-cast concrete channel laid on and including concrete 1:3:6 base size 525 x 100mm haunched up behind; including all necessary excavations and formwork	m	336		
	<u>Bollards</u>				
H	Excavate for, provide all materials and construct bollards at the edge of road to the Engineer's detail.	No.	16		
	<u>Marking and Signage</u>				
I	Drive way and Car park marking and signage	Item			
TOTAL CARRIED TO COLLECTION				Ksh.	

<i>Item</i>	<i>Description</i>	<i>Unit</i>	<i>Qty</i>	<i>Rate</i>	<i>Amount</i>
	COLLECTION				
	Total From page C/2				
	Total From page C/3				
TOTAL FOR PAVING CARRIED TO SUMMARY					

Item	Description	Unit	Qty	Rate	Amount
	<u>CAR SHED</u>				
	Excavations				
A	Carefully remove concrete paving blocks and later return and make good disturbed surfaces	46	SM		
B	Excavate for column bases commencing from reduced level but not exceeding 1.5m deep.	18	CM		
	Vibrated mass concrete (1:3:6/20-20mm aggregate)as described in:				
C	Column blinding	1	CM		
	Vibrated reinforced concrete (1:2:4 /20-20mm aggregate)as described in:				
D	Column bases	4	CM		
E	Stub Column	2	CM		
	<u>High tensile square twisted bars to B.S. 4461</u>				
F	- 8mm diameter	95	KG		
G	12mm ditto	450	KG		
	Sawn formwork as described to;				
H	Vertical sides of column bases	12	SM		
I	Sides of columns	20	SM		
	TOTAL CARRIED TO COLLECTION				

Item	Description	Unit	Qty	Rate	Amount
	<u>ROOFING</u>				
A	Roof Covering 24G aluminium curved roofing sheeting as metcoppo or equivalent fixed on steel purlins at 900mm centres with heavy gauge J-bolt capped in approved rubber washers.	168	SM		
B	Steel work Supply and Fix, 100mm Diameter x 4mm CHS mild steel section stanchion, to concrete stub columns including welding & bolting	48	LM		
C	Supply and Fabricate, in 40 x 40 x 4mm Angle rafter section trusses including welding & bolting	60	LM		
D	Supply and Fabricate, in 25 x 25 x 3mm Angle web section in trusses including welding & bolting	120	LM		
E	Supply and Fabricate, in 40 x 40 x 4mm Angle (tie beam) section in trusses including welding & bolting	48	LM		
F	Supply and Fix, in 25 x 25 x 3mm Angle purlin mild steel section including welding & bolting	120	LM		
G	Supply and Fix, 33mm Diameter x 3mm CHS mild steel section stay, to stanchion and truss including welding & bolting	48	LM		
G	Painting Prepare and apply one primer coat and two coats of gloss paint to general surfaces of metal as directed by the Engineer.	120	SM		
I	Fascia board 200X25mm cypress Fascia board	36	LM		
	TOTAL CARRIED TO COLLECTION				

<i>Item</i>	<i>Description</i>	<i>Unit</i>	<i>Qty</i>	<i>Rate</i>	<i>Amount</i>
	<u>COLLECTION</u>				
	-				
	-				
	-				
	-				
A	Total From page C/5				
B	Total From page C/6				
TOTAL FOR CAR SHED CARRIED TO SUMMARY				Ksh.	

Item	Description	Unit	Qty	Rate	Amount
	<u>STORM WATER DRAIN</u>				
	Invert Block Drain (IBD)				
A	Excavate for stormwater drain starting from G.L. not exceeding 1.0m deep. Trim and shape for IBD as in detail (50) 5329 'B' and side slabs and dispose excavated materials as directed by the engineer.	m	450		
B	Provide, lay and joint p.c.c. IBD with 2No. side slabs on either side.	m	450		
	Shallow Invert Block Drain (Shallow IBD)				
C	Excavate for stormwater drain starting from G.L. not exceeding 500mm deep. Trim and shape for IBD as in detail (50) 5353 and dispose excavated materials as directed by the engineer.	m	450		
D	Provide, lay and joint p.c.c. shallow IBD to detail (50) 5353.	m	350		
E	Ditto to radius not exceeding 6.0m.	m	100		
	-				
STORM WATER DRAIN CARRIED TO SUMMARY				Ksh.	

<i>Item</i>	<i>Description</i>	<i>Unit</i>	<i>Qty</i>	<i>Rate</i>	<i>Amount</i>
	<u>SUMMARY</u>				
	DRIVEWAY AND CAR PARK				
A	Demolitions and Site Clearance				
B	Paving				
C	Car Shed				
C	Storm Water Drain				
TOTAL FOR CAR PARK CARRIED TO GRAND SUMMARY				Ksh.	

<i>Item</i>	<i>Description</i>	<i>Unit</i>	<i>Qty</i>	<i>Rate</i>	<i>Amount</i>
	PROVISIONAL SUMS				
	Allow a provisional sum of Kenya Shillings one million five hundred thousand only (KShs 1,500,000) for contingencies				1,500,000
	Allow a provisional sum of Kenya Shillings two hundred thousand only (KShs 200,000) for drawings, material investigation and testing				200,000
	Allow a provisional sum of Kenya Shillings three hundred thousand only (KShs 300,000) for project manager's expenses				300,000
	TOTAL FOR PS CARRIED TO GRAND SUMMARY			Ksh.	2,000,000

<i>Item</i>	<i>Description</i>	<i>Unit</i>	<i>Qty</i>	<i>Rate</i>	<i>Amount</i>
	GRAND SUMMARY				
	Particular Preliminaries				
	General Preliminaries				
	Driveway and Car Park				
	Privisonal Sums				
	Grand total to Form of Tender				

Amount in words.....
.....
.....

Contractor's Name
.....
.....

Address

Signature

Name of witness
.....

Address..... **Signature**.....

Date

TENDER EVALUATION CRITERIA

After tender opening, to determine responsiveness the tenders will be evaluated in 3 stages, namely:

1. Mandatory Requirements Evaluation.
2. Technical Evaluation.
3. Financial Evaluation
4. Combined technical and financial scores:

STAGE 1-MANDATORY REQUIREMENTS EVALUATION

This stage of evaluation shall involve examination of the pre-qualification conditions as set out in the Tender Advertisement Notice or Letter of Invitation to Tender and any other conditions stated in the bid document.

The mandatory requirements for this tender are:-

1. Certified Copy of Valid National Constructions Authority registration certificate at least category 6 in building works (**NCA-6 and above**). (Proof of payment/confirmation of application will not be considered as a valid NCA License)

Technical evaluation committee will confirm this online on NCA portal.

2. Valid Bidder security/ Bid bond of at least 2% of the bid price in form of bank guarantee from a reputable bank or PPOA authorized insurance company located in Kenya, valid for at least 120 days from the date of Tender opening.
3. Proof of Business Incorporation or Registration.
4. Proof of Tax Payer Registration (PIN /VAT).
5. Proof of Valid Tax Compliance.
6. Proof of having a Local Single Business Permit.
7. Provision of Bid Security.
8. Duly filled Tender Form.
9. Site Visit Form (signed and stamped)
10. Filled Confidential Business Questionnaire
11. Filled tender Questionnaire.
12. Duly filled Anti-Corruption Declaration/Commitment/Pledge (Must be signed by Commissioner for Oaths)

The employer may seek further clarification/confirmation if necessary to confirm authenticity/compliance of any condition of the tender.

The tenderers who do not satisfy any of the above requirements shall be considered Non-Responsive and their tenders will not be evaluated further.

STAGE 2 - TECHNICAL EVALUATION

The technical score will consist of 80 points

The tender document shall be examined based on the Instruction to Tenderers which states as follows:

In accordance with clause 1.2 of Instruction to Tenderers, the tenderers will be required to provide evidence for eligibility of the award of the tender by satisfying the employer of their eligibility and adequacy of resources to effectively carry out the subject contract.

PARAMETER MAXIMUM POINTS

The bidders must meet the following criteria, which must be demonstrated by attaching relevant documentary evidence

i.	Key personnel -	10
ii.	Contract Completed in the last three (3) years -	30
iii.	Schedules of contractors equipment -	10
iv.	Audited Financial Report for the last 3 years-.....	15
v.	Evidence of Financial Resources (lines of credit, overdraft etc)	15
vi.	Name, Address and Telephone of Banks	5
vii.	Litigation History.....	5
viii.	Authority to seek references from the Tenderer’s bankers.	5
ix.	Sanctity of the tender document	5
	TOTAL	100

Only candidates obtaining a score of 70% and above will qualify to proceed to stage 3 – Financial Evaluation

STAGE 3 – FINANCIAL EVALUATION

The Financial score will consist of 20 points

The tender shall be evaluated using the following formula:-

Sf=100x F_m /F, in which

Sf is the financial score,

Fm is the lowest price and

F is the price of the proposal under consideration.

STAGE 4: COMBINED TECHNICAL AND FINANCIAL SCORES:

S = ST x T% + SF x P%

Where

S, is the total combined scores of technical and financial scores

St is the technical Score

Sfis the financial Score

T is the weight given to the technical proposal and

P is the weight given to the financial proposal

Note **T + P** will be equal to 100% i.e. 80% + 20%=100%

The firm achieving the highest combined technical and financial score will be recommended for award of this tender.

Preference where allowed in the evaluation of tenders shall not exceed 15%. Special groups with AGPO Certificates i.e. youths, women and persons with disabilities will be considered.