



WORKING WITH



**PROPOSED CONSTRUCTION OF YOUTH
RESOURCE CENTRE/OFFICE IN EMALI
POKA LOCATION, KAJIADO EAST
SUBCOUNTY, KAJIADO COUNTY.**

TENDER DOCUMENT

Tender no: YRC/001/JAN/2019

JAN 2019

Introduction

ChildFund's core intent is to help deprived, excluded and vulnerable children to have the capacity to improve their lives and give them the opportunity to become young adults, parents and leaders who bring lasting and positive change in their communities; and societies; and whose individuals and institutions participate in valuing, protecting, and promoting the worth and rights of children.

ChildFund began working in Kenya in 1970, and currently works through 51 Community Organizations spread in 27 out of 47 counties in Kenya, reaching approximately 1.1 million children, families and community members; improving their lives by providing humanitarian and development assistance. Emali Dedicated children's Agency is one of the Local Partner organization supported by ChildFund Kenya

Emali Dedicated Children's agency with the support of ChildFund Kenya, intends to construct a youth resource centre and offices in Emali Township that will be host to the organization offices and youth resource centre that will provide one stop access to a variety of information and services to the youth. To meet these objectives, Emali Dedicated Children's Agency, (EDCA) Kenya intends to engage qualified contractors to construct the facility.

SECTION A:**INSTRUCTIONS TO TENDERERS****TENDER SUBMISSION CHECKLIST****Tender Submission Format**

This order and arrangement shall be considered as the Tender Submission Format. Tenderers shall tick against each item indicating that they have provided it.

No.	Item	Tick Where Provided
1	Company or Contractor or Firm's Registration/Incorporation Certificate. Certificate of Confirmation of Directors and Shareholding for registered companies and if not a registered company a business name for those trading as a sole proprietor or a partnership registered under the Kenyan law or equivalent certification for foreign tenderers.	
2	Local Authority trading License	
3	PIN Certificate or its equivalent for foreign companies	
4	Valid Tax Compliance Certificate or its equivalent for foreign companies	
5	Form of Tender	
6	Price Schedule(s)	
8	Declaration Form	
9	Confidential Business Questionnaire (CBQ)	
10	Duly completed Qualification Information Form. This should include the required attachments as per the form	
11	Copy of Contractor's valid NCA Certificate of Registration for the relevant category.	
12	List of previous clients of the Contractor for similar works indicating physical addresses and contact information.	
13	Reference letters from previous clients of the Contractor for similar works. Three (3) Names with full contact as well as physical addresses of previous clients of similar works together with a letter from each of them confirming completion of the contracts on schedule.	
14	List of Three (3) previous clients of the Sub-Contractor for similar works indicating physical addresses.	
15	Priced Bill of Quantities (signed and stamped by bidder)	
16	Duly completed Tender Form (Financial)	

17	<p>Audited Financial Statements. The audited financial statements Required must be those that are reported within eighteen (18) Calendar months of the date of the tender document. For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, they should submit certified copies of bank statements covering a period of at least six months prior to</p> <p>The date of the tender document. <i>The copies should be Certified by the Bank issuing the statements.</i> The Certification should be original.</p>	
18	Access to a credit facility	
19	Any other document or item required by the Tender Document. (The Tenderer shall specify such other documents or items it has submitted)	

***NOTES TO TENDERERS**

1. Valid Tax Compliance Certificate shall be one issued by the relevant tax authorities and valid for at least up to the tender closing date. All Kenyan registered Tenderers must provide a valid Tax Compliance Certificate.

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1 SECTION I - INVITATION FOR TENDERS: DATE: 1ST FEBRUARY, 2019

Emali Dedicated Children's Agency invites sealed tenders sealed bids from eligible suppliers, interested and competent firms for the tender below. Hardcopies of the tender documents must be deposited in the **Emali Dedicated Children's Agency** offices tender box at the reception, **(1st floor, KWFT building, Emali)** before time and date indicated in section 2.16. No email applications will be accepted. Canvassing will lead to outright disqualification.

YRC/001/JAN/2019: PROPOSED CONSTRUCTION OF YOUTH RESOURCE CENTRE/OFFICE IN EMALI POKA LOCATION, KAJIADO EAST SUBCOUNTY, KAJIADO COUNTY

Interested eligible candidates may obtain further information from EDCA offices in Emali and inspect the tender documents during normal working hours (08.00am-05.00pm) or via email on:

procurement@emalidca.org. A complete set of tender documents may be downloaded from organization website (www.emalidca.org.)

2 SECTION II – INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall complete the supply, install and commissioning of the equipment by the intended completion date specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Eligible Equipment

- 2.2.1 All equipment to be supplied and installed under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the equipment(s) are produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of equipment is distinct from the nationality of the tenderer and shall be treated thus in the evaluation of the tender.

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.4 Contents of Tender Document

- 2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers (i) Invitation to Tender (ii) Instructions to Tenderers (iii) General Conditions of Contract (iv) Special Conditions of Contract (v) Schedule of requirements (vi) Technical Specifications (vii) Tender Form and Price Schedules, Contract Form (x) Performance Security Form (xiii) Confidential Business Questionnaire Form (xiv) Declaration form (xv) Request for Review Form The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.5 Clarification of Tender Documents

- 2.5.1 A prospective tenderer making inquiries of the tender documents may notify the Procuring entity in writing or by post at the entity's address indicated in the invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (3) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.
- 2.5.2 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.

2.6 Amendment of Tender Documents

- 2.6.1 At any time prior to the deadline for submission of tender, the procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.6.2 All prospective tenderers that have obtained the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

- 2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.8 Documents Comprising the Tender

- 2.8.1 The tender prepared by the tenderers shall comprise the following components.
 - a) Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
 - b) Documentary evidence established in accordance with paragraph 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted
 - c) Documentary evidence established in accordance with paragraph 2.12 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and

2.9 Tender Form

The tenderer shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender

documents, indicating the items to be supplied, installed and commissioned and a brief description of the equipment, their country of origin, quantity, and prices.

2.10 Tender Prices

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices where applicable and total tender price of the equipment and installation it proposes to supply under the contract.
- 2.10.2 Prices quoted by the tender shall remain fixed during the Tender's performance of the contract. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22 unless otherwise agreed by the parties.

2.11 Tender Currencies

- 2.11.1 Prices shall be quoted in the following currencies: (a) All equipment that the tenderer will supply either from within or outside Kenya, the prices shall be quoted in Kenya Shillings; (b) Cost of installation and commissioning will be in Kenya Shillings.

2.12 Goods Eligibility and Conformity to Tender Document

- 2.12.1 Pursuant paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all equipment which the tenderer proposes to supply under the contract
- 2.12.2 The documentary evidence of the eligibility of the goods shall consist of statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 2.12.3 The documentary evidence of conformity of the equipment to the tender documents may be in the form of literature, drawings, and data, and shall consist of: a) a detailed description of the essential technical and performance characteristic of the equipment b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the equipment for a period of two (2) years, following commencement of the use of the equipment by the Procuring entity; and c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 2.12.4 For purposes of the commentary to be furnished pursuant to paragraph 2.12.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.13 Validity of Tenders

- 2.13.1 Tenderers shall remain valid for 30 days or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

- 2.14.1 The Procuring entity shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

- 2.15.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall: (a) be addressed to the Procuring entity at the address given on the Invitation to Tender. (b) Bear the tender number and name in the Invitation to Tender.
- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.16 Deadline for Submission of Tenders

- 2.16.1 Tenders must be received by the Procuring entity at the address given not later than Friday 8th February 2019
- 2.16.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended
- 2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the Appendix.

2.17 Modification and Withdrawal of Tenders

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.
- 2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked no later

than the deadline for submission of tenders.

2.17.3 No tender may be modified after the deadline for submission of tenders.

2.18 Clarification of Tenders

2.18.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.18.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.19 Preliminary Examination and Responsiveness

2.19.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.19.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures the amount in words will prevail

2.19.3 The Procuring entity may waive any minor informality or non- conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

2.19.4 Prior to the detailed evaluation, pursuant to paragraph 2.20 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.19.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.20 Conversion to Single Currency

2.20.1 Where other currencies are used, the Procuring Entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.21 Evaluation and Comparison of Tenders

2.21.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.19

2.21.2 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 2.23.5 and in the technical specifications: (a) delivery and

installation schedule offered in the tender; (b) deviations in payment schedule from the specifications in the Special Conditions of Contract; (c) the cost of components, mandatory spare parts and service; (d) the availability in Kenya of spare parts and after-sales service for the equipment offered in the tender;

- 2.21.3 Tenderers must offer items with service and spare parts back-up. Documentary evidence and locations of such back-up must be given. Where a tenderer offers items without such back-up in the country, he must give a documentary evidence and assurance that he will establish adequate back-up for items supplied.
- 2.21.4 The tender evaluation committee shall evaluate the tender within 7 days of the validity period from the date of opening the tender.
- 2.21.5 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.22 Contacting the Procuring Entity

- 2.22.1 Subject to paragraph 2.18 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.22.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.23 Award of Contract

- 2.23.1 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer.
- 2.23.2 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

Award Criteria

- 2.23.3 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.23.4 To qualify for contract awards, the tenderer shall have the following:
 - a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - b) Legal capacity to enter into a contract for procurement
 - c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
 - d) Shall not be debarred from participating in public procurement.
- 2.23.5 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderer of the grounds for the procuring entity's action
- 2.23.6 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination
- 2.23.7 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.

- 2.23.8 A tenderer who gives false information in the tender document about is qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.24 Notification of Award

- 2.24.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing or through email that its tender has been accepted.
- 2.24.2 The notification of award will signify the formation of the Contract but will have to wait until the contract is finally signed by both parties. Simultaneous other tenderers shall be notified that their tenders have not been successful.

2.25 Signing of Contract

- 2.25.1 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.25.2 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.

2.26 Corrupt or Fraudulent Practices

- 2.26.1 The procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has and will not be involved in corrupt or fraudulent practices.
- 2.26.2 The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.26.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

3 SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1 Introduction

In this Contract, the following terms shall be interpreted as indicated:- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract. (d) “The Procuring entity” means the organization purchasing the Goods under this Contract. (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

Application

These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment to the extent that they are not superseded by provisions of other part of contract.

3.2 Country of Origin

For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced. The origin of Goods and Services is distinct from the nationality of the tenderer and will be treated thus in the evaluation of the tender.

3.3 Standards

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.4 Use of Contract Documents and Information

- 3.4.1 The Candidate shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 3.4.2 The tenderer shall not, without the Procuring entity’s prior written consent, make use of any document or information enumerated in paragraph 3.4.1 above
- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer’s performance under the Contract if so required by the Procuring entity

3.5 Patent Rights

The tenderer shall indemnify the Procuring entity against all third- party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity’s country

3.6 Inspection and Tests

- 3.6.1 The Procuring entity or its representative shall have the right to inspect the works to confirm

their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

- 3.6.2 The inspections and tests may be conducted in the construction site. All reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.6.3 Should any inspected equipment fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.6.4 The Procuring entity's right to inspect and where necessary, reject the equipment after the equipment arrival and installation shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.6.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.7 Packing

- 3.7.1 The tenderer shall provide such packing and packaging of the items as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.7.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.8 Delivery and Documents

- 3.8.1 Delivery of the equipment, documents and installation of the same shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.9 Prices

- 3.9.1 Prices charged by the tenderer for equipment delivered and installation performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding 18 months
- 3.9.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 3.9.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

3.10 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent

3.11 Subcontracts

The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

3.12 Termination for Default

3.12.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part (a) if the tenderer fails to deliver any or all of the equipment within the period/s specified in the Contract, or within any extension thereof granted by the Procuring entity (b) if the tenderer fails to perform any other obligation(s) under the Contract (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract 3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar equipment.

3.13 Termination for convenience

3.14 Liquidated Damages

3.14.1 If the tenderer fails to deliver within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.15 Resolution of Disputes

- 3.15.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract
- 3.15.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.16 Language and Law

3.16.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise specified in the SCC

3.17 Force Majeure

- 3.17.1 The Tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.18 Notices

- 3.18.1 Any notice given by one party to the other pursuant to this contract shall be sent to other party by post or by Email and confirmed in writing to the other party's address specified.
- 3.18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

4 SECTION IV - SPECIAL CONDITIONS OF CONTRACT

A. GENERAL	
A.1	The Employer is: Emali Dedicated Children's Agency
A.2	The Project Manager is Programs Coordinator Emali Dedicated Children's Agency
A.3	The Start Date shall be communicated by the project Manager
A.4	Sectional Completions are: Each site on its own
A.5	The language of the contract is English. The Law that applies to the Contract is the law of the Republic of Kenya
A.6	Institution whose arbitration procedures shall be used: Chartered Institute of Arbitrators (Kenya Chapter) Sub-Clause 25.3 - Any dispute, controversy or claim arising out of or relating to this contract, or breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the chartered Institute of Arbitrators (Kenya Chapter) Arbitration Rules as at present in force. Place of Arbitration shall be Nairobi Kenya
B. TIME CONTROL	
B.1	The Contractor shall submit for approval a Program for the Works within 7 days from the date of the Letter of Acceptance.
B.2	The period between Program updates is 30 days. The amount to be withheld for late submission of an updated program is Ksh10,000.00
B.3	The Defects Liability Period is: 120 days
C. QUALITY CONTROL	
C.1	Variations N/A
C.2	Payment Certificates The Contractor shall submit to the Employer the invoice showing the amount due to the Contractor, accompanied by necessary documents. The Project Manager, shall check the Contractor's invoice and certify the amount to be paid to the Contractor.
C.3	Payments The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. At least three (3) payment certificates will be done on the following basis "Part Payment" "Final Payment" and "Repayment of Retention". Part payment will not necessary be 50% of the contract value rather it will be a minimum of 30% of project cost. However the interim payments made to the contractor shall not exceed 70 percent of the assessed work progress.
D. Cost Control	
D.1	The currency of the Employer's country is: Kenya Shillings (KShs)

D.2	The Contract is not subject to price adjustment in accordance with GCC Clause 47.
D.3	The proportion of payments retained is: 10%

5 SECTION V – BILLS OF QUANTITIES

5.1 PREAMBLE:

5.1.1 General

Attention is directed to the Form of Tender and the Appendix, the instructions to Tenderers, Conditions of Contract, the Specifications and the drawings. The Bill of Quantities is to be read in conjunction with these documents

5.1.2 Each item to be priced.

A price or rate is to be entered against each numbered item in the Bill of Quantities. Items against which no price or rate s entered will be considered as being covered by other rates or prices elsewhere in the Bill of Quantities and no specific payment will be made for that item

5.1.3 Rates and Prices Fully Inclusive

The rates and prices entered in the Bill of Quantities shall include for not only supplying all constituent materials but also for all other operations required to produce the finished work as shown on the drawings and described elsewhere in the Tender Documents. The Description of items shall be deemed to cover all such operations unless they are specifically stated otherwise.

5.1.4 Description of work.

Descriptions of work under items in the Bill of Quantities are only sufficient details to enable identification of the item of works so referred to. Reference is to be made to the Drawings, Conditions of Contract and Specifications for detailed information and general obligations.

5.1.5 Tolerance on Rock Excavation

Where an excavated rock surface forms the finished limits of the work, payment will be made for the volume to the finished lines shown on the drawings. The Tenderer shall include in his rates for any trimming of rock faces which may be necessary as a result of his method of working.

6 SECTION VI: SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

6.1 GENERAL SPECIFICATIONS

6.1.1 Location

6.1.1.1 Location and Access

The project area is located within geographic co-ordinates latitudes (2.0916°S and 2.0844°S) and longitudes (37.4724°E and 37.4796°E). It is located about 200m south east of Emali Railway station terminus. It is sandwiched between the SGR, and the old loitoktok road. It rests on Plot number C1 Emali TC.

6.1.1.2 Project Administration

Administratively the Project falls in Kajiado County, Kajado East Sub-County, Kenyewa Division and Poka Location, Emali sub location.

6.1.1.3 Facilities in the Project Area

The project area is adequately served by infrastructure facilities including Mombasa road and the standard Gauge railway; communication; electricity, Water, security as well as health facilities.

6.1.2 Scope of Works

Scope of works shall comprise of followings;

6.1.2.1 Construction of the office block according to the breakdown below:

- a) Earthworks
- b) Reinforced concrete superstructure.
- c) Construction of walling
- d) Fitting of doors
- e) Fitting of Windows
- f) External finishes
- g) Internal and stairs finishes
- h) Roof
- i) Septic Tank

6.1.2.2 Extent of Contract

The works specified under this contract shall include all general works preparatory to the construction of the works and materials and work of any kind necessary.

6.1.2.3 Precedence of Contract Documents

Should the provisions of any clauses of any or all of the Contract Document be shown to be mutually at variance or exclusive, the following order of precedence shall be applied in order to establish which of the said provisions, mutually at variance or exclusive, shall be deemed to be true and correct intent of the contract entered into by Employer, and the Contractor shall forthwith be absolved from any liability under the provisions not so proved to be the true and correct intent of the contract, provided that in the execution of the contract the Contractor has, or shall have complied with such true and correct intent.

- i. Provisions of General or particular Specifications shall take precedence over those of the General Conditions of Contract.
- ii. Provisions of Bill of Quantities shall take precedence over the General Specifications unless otherwise indicated.
- iii. Details shown or noted on the Contract drawings shall take precedence over the requirements of both the General Specifications and Bill of Quantities
- iv. Within the General Specifications, the provisions of any section particular to the provisions at variance shall take precedence over the general section, and within any section clauses particular to the provisions at variance shall take precedence over those not so particular. The foregoing order of precedence shall apply also to clauses of the particular Specifications.
- v. Where there is conflict in units of measurement quoted in General Specifications and units quoted in Bill of Quantities the units in the latter will apply.

6.1.2.4 Standards

All the materials and workmanship shall comply with the Kenya Bureau of Standards (K.B.S) or International Standards Organization (I.S.O.) Standard for that particular material or workmanship.

Mixture of different standards in one trade will not be allowed.

Where the dimension in one standard does not completely correspond to the dimensions of the other standard, which is being used for construction of works, ruling of the Project Manager will be sought and any decision given by the Project Manager will be final and binding upon the Contractor.

6.1.2.5 Quality of Materials and Workmanship

The materials and workmanship shall be of the best of their respective kinds and (shall be approved by the Site Supervisor. In reading of these specifications, the words “to the approval of the Project Manager” shall be deemed to be included in the description of all materials incorporated in the works, whether manufactured or natural, and in the description of all operations for the due execution of the works.

No materials of any description shall be used without prior approval by the **Project Manager, Site supervisor/Engineer/Architect**. And any condemned as unfit for use in the works shall be removed immediately from the site, and without recompense to the Contractor.

6.1.2.6 Trade Names

Trade Names and Catalogue Reference are given solely as the guide to the quality and alternative manufacturers of the materials or goods of equivalent quality will be accepted at the discretion of the Project Manager.

6.1.2.7 Programmes for the Execution of Works

In accordance with clause B.1 and as stated in the Specific conditions of contract, the Contractor upon receiving Project Manager’s order to commence shall within 7 days draw up a working programme setting out order in which the works are to be carried out with appropriate dates thereof together with delivery dates for materials. The Contractor shall together with his work programme supply an expenditure chart showing monthly anticipated expenditure.

The programme shall be deemed to have taken into account normal variations in climatic conditions to provide for completion of the works in the order and within the times specified therein.

The order in which it is proposed to execute the permanent works shall be subject to adjustment and approval by the Project Manager, and contractor's price shall be held to include for any reasonable and necessary adjustment required by the Project Manager during the course of the works.

The Contractor shall carry out the contract in accordance with the programme agreed with the Project Manager, but he shall in no manner be relieved by the Project Manager’s approval of the programme of his obligations to complete the works in the prescribed order and by the prescribed completion date and he shall from time to time review his progress and make such amendments to his rate or executions of the works as may be necessary to fulfil these obligations.

Once the proposed programme is approved by the Project Manager, the Contractor shall not depart from the programme without the written consent of the Project Manager. In the event of unforeseen difficulties or disturbances arising, which forces the Contractor to depart from the approved programme of works, he shall advise the Project Manager in writing of such occurrences without delay and submit proposals for any necessary remedial measures, for which he shall obtain the Project Manager 's approval before putting such measures into effect.

The Contractor shall furnish the Project Manager, with a monthly statement of all works done on the contract and of all materials on site.

Substantial (Practical) Completion

Substantial or Practical Completion of works is to be understood as a state of completion, which leaves out only minor outstanding items that can be readily completed within a period of less than one month without interfering with the normal operation of the works.

The works will not be considered as substantially or practically completed without the works being capable of being used by the Employer in accordance with the purpose of the works. This means amongst other things, that all final tests have been carried, all fittings in place, Electrical and mechanical works complete, clearance of the site upon completion of the works has been carried out, all to the satisfaction of the Project Manager.

6.1.2.8 Damage to Services

The Contractor shall be held liable for all damage and interference to mains and pipes, to electric cables or lines of any kind either above or below ground caused by him or his sub- contractors in execution of the works, whether such services are located on the contract drawings or not. The Contractor must make good or report to the appropriate authorities the same without delay and do any further work considered by the Project Team or owner. The Contractor shall provide for these contingencies in his rates.

6.1.2.9 Weather Conditions

The Contractor shall be deemed to take into account all possible weather conditions when preparing his bid and he shall not be entitled for extra payment by the reason of the occurrence or effect of high winds, excessive rainfall, temperature or any other meteorological phenomena.

6.1.2.10 Protection from Weather

All materials shall be stored on site in a manner approved by the Project Manager and the Contractor shall carefully protect from the weather all works and materials which may be affected thereby.

No separate payment will be made for this and contractor will allow in his rates for this.

6.1.2.11 Liaison with Police, etc.

The Contractor shall keep himself in close contact with the police, Labour Officers and other officials in the areas concerned regarding their requirements in the control of workmen, passage through townships, or other matters and shall provide all assistance and/or facilities which may be required by such officials in execution of their duties in connection with the works.

6.1.2.12 Provision of Water

The Contractor shall provide water for use in the works. All water used in connection with the works shall if possible be obtained from a public water supply and the Contractor shall make all necessary arrangements and pay all the charges for water used.

6.1.2.13 Sanitation

The site shall be kept in a clean and proper sanitary condition. No nuisance shall be committed on or around the work, and latrines for the workmen and staff shall be provided in accordance with the requirements of the Public Health Officer. The Contractor shall be responsible for the sanitary discipline of his labour.

6.1.2.14 Setting out and Survey Equipment

The Contractor must before commencing any construction works, make sure that levels shown on the drawings correspond with levels found on the site.

Should any discrepancy be discovered between the levels shown on the drawings and those found on the site, which may affect the levels and dimensions of any part of the works, the Contractor shall notify the Project Manager, who if necessary, will issue drawings showing the amended levels and dimensions.

The Contractor shall allow for in his rates, the cost of the necessary qualified and experienced staff to set out the works.

6.1.2.15 Inspection of Works

The Contractor must give due notice in writing to the Project Manager, When any parts of the works are ready for inspection.

6.1.2.16 Contractor's Superintendence

The Contractor shall give or provide all necessary superintendence during the execution of the works and as long thereafter as the Project Manager may consider necessary for proper fulfilling of the Contractor's obligations under the contract.

6.1.2.17 Normal Working Hours

The Contractor shall inform Project Manager, in writing, at the time of submitting the work programme, the normal working hours. The Contractor shall respect all public holidays. Where the Contractor wishes to work outside these hours, he shall request the Project Manager in writing at least 24 hours in advance for consideration.

6.1.2.18 Compliance with Statutes and Local Regulations

In addition to requirements of the general conditions of Contract and as stated in Specific Conditions of Contract, the Contractor shall be responsible for acquainting himself with all current valid statute ordinance or bye-laws or regulations which may affect the works and shall include these in the item provided in the Bill of Quantities.

6.1.2.19 Storage Spaces and sheds

Suitable temporary stores shall be erected as necessary and later removed on completion of the works.

6.1.2.20 Site Meetings

Site meetings will normally be held monthly, but will be called for whenever the progress of the works so require or when demanded by the Project Manager. The Contractor shall at all meetings be represented by a

responsible representative, who has the powers to commit the Contractor in all matters concerning the Contract.

In the event, no responsible representative of the Contractor is present at the meetings; any decision taken by the Project Manager at the meeting will be binding upon the Contractor.

6.1.2.21 SITE CLEARANCE

Clearance of Trees, Bushes, Scrub, Huts, etc.

The Contractor shall, with the approval of Project Manager, cut down trees, remove bushes, plantations, crops and other vegetable growth and grub up all roots and any other obstruction and handle and transport salvaged usable materials.

6.1.2.22 Damage to Lands, etc.

Except where necessary for the proper execution of the works, the Contractor shall not interfere with any fence, hedge, trees, land or crop forming the boundary of the site, or elsewhere. In the event of any interference, the Contractor shall make good any damage to such fence, hedges, tree, land or crop to the satisfaction of the Project Manager and the owner thereof.

Where the work is to be executed in private land, the Project Manager will be responsible for negotiating and obtaining rights of way and the serving of all notices as may be required upon the owners and/or occupiers of the land and it shall be the obligation of the Contractor to keep the Project Manager fully informed concerning the rate of progress and of his intention to enter and begin work within any way leave as provided for under the condition of contract and required by this specification.

6.1.2.23 Clearing the Site on Completion

On completion of the works, the Contractor shall clear the site of all plant, building, spoils, dumps, rubbish, etc. and leave the site to the satisfaction of the Project Manager.

Borrow pits and temporary quarries shall be made good and covered with vegetable soil. Dumps for waste material shall be covered with at least 0.5 m of soil of which at least a 0.10 m layer in top shall be vegetable soil.

6.1.3 EARTHWORKS

6.1.3.1 General

Excavation shall be made to such lengths, depths and inclinations as may be necessary for the construction of the works or as shown on the drawings or as the Project Manager, Engineer may direct.

6.1.3.2 Classification of Excavation

The Project Manager or his Representative and the Contractor or his Representative shall be present during classification of materials. Where the terms "soft excavation", "rock excavation" or "excavation" are used in these specifications, the following definitions shall apply.

6.1.3.3 Soft Excavation

Common excavation includes all material other than rock excavation: including, but not restricted to earth, gravel, and also such hard and compact material as hardpan, cemented gravel, and soft or disintegrated rock together with all boulders or detached pieces of solid rock not exceeding 0.5 cubic meters in volume.

6.1.4 Stripping of Topsoil

Stripping

Stripping shall consist of removing, transporting and disposing of topsoil, stumps, roots, buried logs, debris, humus and similar objectionable matter.

Areas to be stripped are all areas required for the permanent constructional works, borrow- pits and embankment fills.

6.1.4.1 Disposal

Materials from stripping suitable as topsoil shall be spread in approved areas. All other non- combustible materials shall be buried in approved disposal area; covered with a minimum of 0.5 of excavation spoil. These disposal areas shall be left with neatly graded surfaces and stable slopes that assure drainage. Alternatively, the non-combustible material shall be removed from the area by the Contractor.

7 SECTION VII - STANDARD FORMS

Notes on the Standard Forms:

7.1 Form of Tender

This form must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representative of the tenderer.

7.2 Confidential Business Questionnaire Form

This form must be completed by the tenderer and submitted with tender documents

7.3 Evaluation Forms (Must for all Tenderers to Fill)

This form must be completed by the tenderer and submitted with tender documents

7.4 Team Composition and Task Assignments

This form must be completed by the tenderer and submitted with tender documents

7.5 General Experience Record and Financial Capability

This form must be completed by the tenderer and submitted with tender documents

7.6 Contractor's Summary Sheet: Current Contract Commitments/ Work in Progress

This form must be completed by the tenderer and submitted with tender documents

7.7 Criteria for Evaluation

This form must be left **BLANK**. It is for **OFFICIAL USE ONLY**

7.8 Contract Form

The Contract form shall not be completed by the tenderer at the time of submitting the tenderer at the time of submitting the tender. The contract form shall be completed after contract award.

7.9 Letter of Notification of Award

This form must be left **BLANK**. It is for **OFFICIAL USE ONLY**

7.1 FORM OF TENDER

Date Tender No.....

To:.....Name

and address of procuring entity] Gentlemen and/or Ladies:

1. Having examined the tender documents including conditions herein the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... (Insert equipment description) in conformity with the said tender documents for the sum of (total tender amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to construct the in **PROPOSED CONSTRUCTION OF YOUTH RESOURCE CENTRE/OFFICE IN EMALI POKA LOCATION, KAJIADO EAST SUBCOUNTY, KAJIADO COUNTY**, in accordance with the delivery schedule specified in the Schedule of Requirements.

3. We agree to abide by this Tender for a period of [Number] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us subject to signing of the Contract by the parties.

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

Dated this day of.....20.....

..... [Signature]

..... [In the capacity of]

Duly authorized to sign tender for an on behalf of.....

7.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied 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 NameLocation of business premises Plot No..... Street/Road..... Postal Address Tel. No. Fax Email Nature of Business..... Registration Certificate No..... Maximum value of business which you can handle at any one time Kshs Name of your banker.....Branch

Part 2 (a) – Sole Proprietor

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

Part 2 (b) Partnership Given details of partners as follows:

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

Part 2 (c) – Registered Company Private or Public

.....

State the nominal and issued capital of company-

Nominal Kshs.

Issued Kshs.....

DateSeal/Signature of Candidate

7.3 EVALUATION FORMS (MUST FOR ALL TENDERERS TO FILL)

EQUIPMENT/MACHINERY/PLANT/TOOLS

Item of equipment	Description, make, and age (years)	Condition (new, good, Poor) and number available	Owned, leased (from whom?) or to be purchased (from
(a) Roller/Grader/Crane			
(b) Lorry/Truck			
(c) Dual purpose Hydraulic Excavator/Back-Hoe Loader) with rated capacity of up to 1m ³			
(d) Lorry/Truck/Tipper			
(e) Water Tanker/boozer			
(f) Test pumping equipment (complete			
(g) Concrete Mixer			
(h) Concrete poker vibrator			
(i) Wheelbarrows			
(j) Spades			
(k) Assorted masonry			
(l) Agreements	Details or rental/lease/manufacture agreements specific to the project.....		

Note: all the items mentioned must have proven of either owned or leased both in black and white written with official seal of the owner and the owner of the leased Equipment/machinery/plants/Tools

7.4 TEAM COMPOSITION AND TASK ASSIGNMENTS

Technical/Managerial Staff

S	Name	Position	Task
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Note: all the person(s) mentioned must have proven of either working with the company or contracted on terms and conditions both in black and white, and be attached in the document.

7.5 GENERAL EXPERIENCE RECORD AND

FINANCIAL CAPABILITY

Name of Applicant or partner of a Joint Venture

	Annual turnover data (Construction only)				
Years	Turnover			Kshs.	
1.(2013)					
2.(2014)					
3.(2015)					
4.(2016)					
5. (2017)					
Financial information	Actual: Previous five years (Kshs)				
	1	2	3	4	5
1. Total assets					
2. Current assets					
3. Total liabilities					
4. Current liabilities					

7.6 CONTRACTOR'S SUMMARY SHEET:

CURRENT CONTRACT COMMITMENTS/WORK IN PROGRESS

Name of contract	Value of outstanding work Kshs.	Estimated completion date
1.		
2.		
3.		
4.		
5.		
6.		

7.7 : CRITERIA FOR EVALUATION: TENDERS

1) Preliminary evaluation (Mandatory requirements)

To be deemed as responsive, tenders shall be checked for the following mandatory requirements

	Description	Remarks (X/√)
1.	Form of tender dully filled	
3.	Company registration or Incorporation certificate (Copy)	
4.	Current NCA (Minimum NCA7) registration certificate in NCA. (Provide copy of registration and renewal certificate)	
5.	PIN registration certificate (Copy)	
6.	Valid tax compliance certificate (Copy)	
7.	Local Authority trading License	
	CONCLUSIVE REMARK	

Tenders that do not meet any of the above requirements shall be considered not responsive, disqualified and not considered for further evaluation

B) Technical Evaluation

Tenders meeting the minimum responsiveness requirements will be evaluated according to the following Evaluation Criteria.

Item	Description	Marks
1.	Similar works completed in the last five(5) years (Attach completion certificates or proof) 2 projects of at least Kshs 12 million and above successfully completed of a similar nature and complexity (20marks)	
2.	(Attach log books for vehicles or purchase receipts for equipment or lease agreements) Site equipment (Mixers,) Transport equipment (pickups) (10 marks)	
3.	Qualifications and experience of three (3) key personnel (Attach CVs and certificates) (20 marks) a) Project Manager (Civil Engineer/Architect) with a minimum of 3 years’ relevant work experience b) Site agent who is a holder of a degree/diploma in relevant construction discipline c) Site foremen who is a holder of a diploma in relevant construction discipline	
4.	3 years with average annual turnover of Ksh 30m and above (10 marks)	
5	Evidence of financial resources (10marks) a) Current 6month Bank statements b) Evidence of access to financial resources	
6	Bankers contact details and reference letters Provided and satisfactory (10 marks)	

Note: For a bidder to progress to financial evaluation, they MUST score a minimum of 60%.

C) Financial evaluation

Bidders who have met technical requirements above shall be considered for financial evaluation (20 marks)

The tenderer submitting the lowest financial bid will be declared the winning bid subject to the employer's right to exercise due diligence relating to confirmation of information submitted by the bidder and the negotiation of the price before award.

7.8 CONTRACT FORM

THIS AGREEMENT made this..... day of..... 20..... between
..... [name of Procurement entity) of
(Hereinafter called “the Procuring entity) of the one part and
..... [Name of tenderer] of [City and
country of tenderer] (Hereinafter called “the tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders for [certain goods and services] and has
accepted a tender by the tenderer for the supply of those goods in the sum of
..... [Contract price in words and figures] (Hereinafter called “the
Contract Price).

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 referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz: (a) the Tender Form and the Price Schedule submitted by the tenderer (b) the Schedule of Requirements (c) the Technical Specifications (d) the General Conditions of Contract (e) the Special Conditions of contract; and (f) the Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the goods and services and to remedy the defects therein in conformity in all respects with the provisions of this Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and services 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 hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by the (for the Procuring entity)

Signed, sealed, delivered by the (for the tenderer)

7.9 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 OFFICE

Appendix 1: Bill of Quantities

GRAND SUMMARY

Bill No.	Description	Amount (KSh)
1	PPRELIMINARIES	
2	SUBSTRUCTURE	
3	WALLING	
4	DOORS	
5	WINDOWS	
6	EXTERNAL FINISHES	
7	INTERNAL FINISHES	
8	ROOFING	
	GRAND TOTAL	

Bill No.1 PPRELIMINARIES

Bill No.	Description	Unit	Amount (KSh)
	<p><u>The following provisional items are to be measured on completion of the works and priced in accordance with rates contained in these Bills of Quantities or pro-rata thereto or deducted in whole if not required.</u></p> <p>Provisional sum for:</p> <p>1.1 PRIME COST SUMS</p>		
1.1.1	Electrical Instalations; Kenya Shillings (Kshs. 200,000) only	SUM	200,000.00
1.1.2	Allow a Prime Cost Sum of Kenya Shillings (Kshs 200,000.00) only for Mechanical, Plumbing & Drainage and Fire protection Services Installation Works.	SUM	200,000.00
1.1.3	Allow a Prime Cost Sum of Kenya Shillings (Kshs 1,000,000.00) only for Supply and installation of all interior design works and joinery and fittings	SUM	1,000,000.00
1.1.4	Allow a Prime Cost Sum of Kenya Shillings (Kshs 500,000.00) only for installation of waste water septic tank according to the drawings provided	SUM	500,000.00
	Total carried over to Grand Summary		1,900,000.00

Bill No.2:SUBSTRUCTURE

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE (KSh)	AMOUNT (KSh)
2.1	Eathworks				
2.1.1	Clear site of all shrubs and undergrowth including grubbing up of roots and dispose off as directed.	608.80	SM		
2.1.2	Excavate top soil average 150mm deep and cart away as directed	608.80	SM		
2.1.3	Excavate in a normal soil not exceeding 1000mm form reduced level and remove from site as directed	725.0	CM		
2.1.4	Excavate in normal soil for strip foundation and not exceeding 500 mmdeep from reduced level after excavaton of cotton soil	41.0	CM		
2.1.5	Ditto for column bases ditto	12.0	CM		
2.2	Filling and carting away				
2.2.1	Return, fill and ram with selected and approved excavated material around excavations	19.0	CM		
2.2.2	Load and cart away excavated materials from site	419.0	CM		
2.2.3	Return fill to make up levels	241.0	CM		
2.2.4	Approved hardcore bed handpacked, well watered and compacted laid in layers of 100mm thick.	525.0	SM		
2.2.5	50 mm selected fine material to hardcore surfaces, well rolled and leveled to receive concrete	525.0	SM		
2.2.6	Apply "Termidor" or any other similar and approved anti termite chemical treatment on blinded surfaces.	525.0	SM		
2.3	Polythene Sheet				
2.3.1	1000 gauge polythene sheeting with sides and end laps as described laid on blinded surfaces	525.0	SM		
2.4	Concrete Works				
	Plain concrete (1:4:8) in				
2.4.1	50mm Thick blinding to strip foundation	80.0	SM		
2.4.2	Ditto to column bases	30.0	SM		
	Vibrated reinforced concrete grade 25/20 (1:2:4) in:				
2.4.3	foundation footing	40.0	CM		
2.4.4	Column bases	9.0	CM		
2.4.5	Columns	2.4	CM		
	Sub-Total carried over to Next Page				

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE (KSh)	AMOUNT (KSh)
	Sub-Total carried over From Previous Page				
2.4.6	150mm slab	604.0	CM		
2.5	Sawn formwork				
2.5.1	Sides of columns	18.8	SM		
2.5.2	Edges of slab 75-150mm high	122.5	LM		
2.6	Steel Reinforcement				
	<u>Steel reinforcement as described including cutting to length, bending, hoisting and fixing including all necessary tying wires and spacing blocks (all provisional)</u> <u>High yield Steel Reinforcement to collumns bases & collumns below ground level.</u>				
2.6.1	Assorted bars 8mm - 25mm Diameter bars	685.0	KG		
	High yield Steel Reinforcement to fondation footing				
2.6.2	Assorted bars 8mm - 25mm Diameter bars	2,400.0	KG		
2.7	Sub-structure Walling				
	Smooth chisel dressed natural stone walling in cement and sand (1:4) mortar reinforced with and including 25 x 3mm thick hoop iron in every alternate course				
2.7.1	200mm Thick walling externally	110.0	SM		
	Medium chisel dressed natural stone walling in cement and sand (1:4) mortar reinforced with and including 25 x 3mm thick hoop iron in every alternate course				
2.7.2	200mm Thick walling internally	132.0	SM		
	Total carried over to Grand Summary				

Bill No.3:WALLING

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE (KSh)	AMOUNT (KSh)
3.1	Concrete works				
3.1.1	Vibrated reinforced concrete grade 25/20 (1:2:4) in: Columns	7.00	CM		
3.1.2	Vibrated reinforced concrete grade 25/20 (1:1.5:3) in: Beams	10.7	CM		
3.1.3	Sawn formwork to: Sides of columns	33.0	SM		
3.1.4	Sawn formwork to: Sides of beam	107.8	SM		
	Steel reinforcement as described including cutting to length, bending, hoisting and fixing including all necessary tying wires and spacing blocks (all provisional) High yield Steel Reinforcement to collumns bases & collumns below ground level				
3.1.5	Assorted bars 8mm - 25mm Diameter bars	1,770.0	KG		
3.2	Wall Superstructure				
3.2.1	200 mm wide approved quality 3-ply bituminous felt damp proof course under walls	278.8	LM		
	Smooth chisel dressed natural stone walling in cement and sand (1:4) mortar reinforced with and including 25 x 3mm thick hoop iron in every alternate course				
3.2.2	150mm Thick walling externally	355.4	SM		
	Medium chisel dressed natural stone walling in cement and sand (1:4) mortar reinforced with and including 25 x 3mm thick hoop iron in every alternate course				
3.2.3	150mm Thick walling internally	384.0	SM		
3.2.4	Ditto but 100mm Thick walling externally	26.7	SM		
3.3	Permanent ventilation				
3.3.1	Pair of permanent ventilation size 225 x 225 x 25mm thick fixed with and including mosquito wire gauze	26.0	NO		
	Total carried over to Grand Summary				

Bill No.4:DOORS

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE (KSh)	AMOUNT (KSh)
4.1	Door				
4.1.1	50mm Thick Single leaf panel door with 150mm stiles, tops, middle and bottom rails filled with 50mm moulded and beaded panels with and including fanlight with 6mm thick tinted glass and timber beading, overall door size, 2300 x 2400mm	1.00	No.		
4.1.2	Ditto but 2100 x 1000mm Flush doors as B.S 459 part 2	2.00	No.		
4.1.3	45mm thick semi Solid core flush door faced both sides with 6 mm interior quality plywood ready for painting and hardwood lipped all round size 900 x 2100mm high	12.0	NO		
4.1.4	Ditto but 2100 x 750mm	6.0	NO		
4.2	Frames and finishings in wrought Mahogany				
4.2.1	Frame to detail size, 150 x 50mm	93.00	LM		
4.2.2	Architrave to detail size, 50 x 25mm	18.0	LM		
4.2.3	Knot, prime, prepare and apply three coats clear varnish to:- General surfaces of timber	37.2	SM		
4.3	IRON MONGERY				
	supply and fix the following iron mongery with matching screws to timber doors as per "UNION"unless otherwise stated				
4.3.1	150mm long heavy duty brass butt hinges	27.0	PRS		
4.3.2	"Briton" or other equal and approved heavy duty door closer	13.0	NO		
4.3.3	Three lever mortice lock with polished brass lever furniture	5.0	No.		
4.3.4	Two lever mortice lock with polished brass lever furniture	5.0	No.		
4.3.5	Rubber door stop	23.0	No.		
	Total carried over to Grand Summary				

Bill No.5:WINDOWS

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE (KSh)	AMOUNT (KSh)
5.1	Windows Cill				
5.1.1	250 x 25mm Precast concrete window cill bedded and jointed with cement and sand (1:3) mortar	26.00	LM		
5.2	Windows				
	Supply, assemble and fix composite extruded powder coated aluminium windows; standard hollow or angle sections; frames mitred at corners including reinforcing cleats and all necessary ironmongery				
	Fixing with casement plugging or fixing to concrete or blockwork base; sealing with mastic, oiling and adjusting on completion.				
5.2.1	Window size 1200 x 1000mm high	19.0	NO		
5.2.2	Window size 1000 x 800mm high	1.0	NO		
5.2.3	Window size 600 x 500mm high	4.0	NO		
5.2.4	4mm Thick Tinted glass to windows				
5.2.5	Panes 0.1 - 0.5 square metres	7.00	SM		
	Total carried over to Grand Summary				

Bill No.6:EXTERNAL FINISHES

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE (KSh)	AMOUNT (KSh)
6.1	External Finishes				
	<u>Cement and sand (1:4) Keying</u>				
6.1.1	Key finish to walls, finished with a wood float, thickness 25mm	330.00	SM		
	<u>Cement and sand (1:4) rendering</u>				
6.1.2	Rendering to Beams	25.0	SM		
	Total carried over to Grand Summary				

Bill No.7:INTERNAL FINISHES

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE (KSh)	AMOUNT (KSh)
7.1	Floor				
	<u>Cement and sand (1 :4) screeding smooth trowelled</u>				
7.1.1	32mm Thicksmooth finishe with steel float.	548.00	SM		
7.1.2	32mm Thick to receive non-slip ceramic floor tiles	548.00	SM		
7.1.3	Ditto; but 100mm high skirting	270.0	LM		
7.2	WALL				
	<u>Lime plaster</u>				
7.2.1	12mm thick gauged lime plaster in cement, lime, sand mix 1:1:6 to walls and concrete surfaces	1,183.00	SM		
	Prepare and apply three coats first grade Silk vinyl paint to:				
7.2.2	Plastered walls	1,183.0	SM		
	Cement and sand (1 :4) backing				
7.2.3	15 mm thick to receive marble wall tiles	72.9	SM		
	<u>Marble wall tiles bedding and jointing in cement and sand (1 :3) mortar and flush pointed with white cement:</u>				
7.2.4	250 x 250 x 6mm Thick tiles	72.9	SM		
	Total carried over to Grand Summary				

Bill No.8:ROOFING

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE (KSh)	AMOUNT (KSh)
8.1	Roof construction				
	All the following structural timber shall be Sawn second grade treated cypress with 9-15%M.C.				
8.1.1	100 x 50 mm Wall plate.	105.00	LM		
8.1.2	100 x 50 mm purlins	439.00	LM		
8.1.3	150 x 150mm king post	16.0	LM		
8.1.4	150 x 150mm Struts	277.0	LM		
8.1.5	150 x 150mm rafters	371.0	LM		
8.2	Roof covering				
8.2.1	Decra roofing tiles sheets including 38 x 50mm sawn cypress battens in approved colour	721.0	SM		
8.2.2	Ditto; matching ridge capping; 650mm girth	93.0	LM		
8.2.3	Valley sheets; 900mm girth twice bent	63.0	LM		
8.3	Rain Water Disposal				
	22 Gauge galvanised steel shaped as required				
8.3.1	200x200mm mild steel box gutter	105.0	LM		
8.3.2	Extra over gutter for 200 mm diameter downpipe	12.0	NO		
8.3.3	Ditto; Stopped gutter ends.	12.0	NO		
8.3.4	100 mm diameter 22 gauge galvanised metal rain water downpipe fixed to wall withholder butts at 900 mm centres.	38.0	LM		
8.3.5	Extra over downpipe for swan neck projecting 600 mm.	12.0	NO		
8.3.6	Ditto shoe.	12.0	NO		
	Prepare and apply two undercoats and one finishing coat of gloss oil paint to metal surfaces of;				
8.3.8	Rainwater goods	53.6	SM		
8.4	Sundries				
8.4.1	12mm U bolts	67.0	NO		
8.4.2	Drill holes in angle sections for 12mm diameter U bolts.	67.0	NO		
	Total carried over to Grand Summary				