

COUNTY GOVERNMENT OF KIAMBU



CONSTRUCTION OF PERIMETER WALL AT GITHUNGURI STADIUM

**NEGOTIATION NUMBER 864934,1 (OPEN NATIONAL
TENDER)**

DEPARTMENT OF YOUTH AFFAIRS AND SPORTS

Closing Date: MONDAY 26TH APRIL 10;00AM

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INTRODUCTION

1.1 This Standard Tender Document has been prepared for use by Central Government, County Governments, State Corporations and other Public Institutions in Kenya in the Procurement of goods.

1.2 The following general directions should be observed when using the document.

Specific details, such as the “name of the Procuring entity” and “address for tender submission,” should be furnished in the Invitation for Tenders, and in the

Special Conditions of Contract. The final document should contain neither blank spaces nor options.

Amendments, if any, to the Instructions to Tenderers and to the General

Conditions of Contract should be made through the Special Conditions of Contract, respectively.

1.3 Information contained in the invitation for tender shall conform to the data and Information in the tender documents to enable potential tenderers to decide whether to Participate and shall indicate any important tender requirements and shall be issued as: -

An advertisement in at least one national newspaper of wide circulation;

A letter of invitation addressed to interested tenderers who, following the advertisement have expressed interest in tendering for the materials and services for which the invitation is issued.

Section A. Tender Notice

***Tender name:* CONSTRUCTION OF PERIMETER WALL AT GITHUNGURI STADIUM**

INVITATION TO TENDER

The County Government of Kiambu invites sealed tenders from eligible Suppliers for

**CONSTRUCTION OF PERIMETER WALL AT GITHUNGURI STADIUM
NEGOTIATION NO- 864934,1**

QUALIFICATION FOR TENDERING

- Certified copy of the incorporation certificate.
- Pin registration
- Tax compliance certificate

- Proof of financial capability.
- Similar previous experience.
- NCA 6 and above Certificate for building works

Interested eligible tenderers may obtain further information from the county website and download tender document free of charge from our website www.kiambu.go.ke or www.tender.go.ke

Completed tender document should be submitted only on the IFMIS E-procurement platform.

Interested eligible bidders must meet the requirements in the tender documents so as to reach not later than **MONDAY 26TH APRIL 10;00AM** at which time the bid documents will be publicly opened on the IFMIS E-procurement platform at Thika sub-county Office chambers in the presence of bidders who choose to attend.

Section B. Invitation for Tenders

Date 12th APRIL 2021

To : _____ (Name of tenderer)

_____Address

_____Building/street

_____ Floor

Dear Sir/Madam:

Reference: 864934,1

CONSTRUCTION OF PERIMETER WALL AT GITHUNGURI STADIUM

We hereby invite you and other tenderers to submit sealed tenders for the execution and completion of the above tender.

Interested eligible tenderers may obtain further information from the county website and down load tender document free of charge from our website www.kiambu.go.ke or www.tender.go.ke

All Tenders MUST be accompanied by a bid security of 2% of the contract price in the form of a Bank Guarantee/Bankers Cheque. Other forms of guarantees will NOT be acceptable.

Complete document MUST be submitted on the IFMIS E procurement platform.

CHIEF OFFICER

YOUTH AFFAIRS AND SPORTS

Section C. General Information

Introduction

1 Eligible Tenderers

1.1 This Invitation for Tenders is open to all tenderers eligible as described in the tender documents. Successful tenderers shall provide the goods for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

1.2 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 services under this Invitation for Tenders.

1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2 Eligible materials and spares

2.1 All consumable materials and spares used under the contract shall have their origin in eligible source countries.

2.2 For purposes of this clause, "origin" means the place where the materials are mined, grown, or produced. Materials 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.

2.3 The origin of materials is distinct from the nationality of the tenderer.

3 Cost of Tendering

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

The Tender Document

4 Contents

4.1 The tender document comprises the documents listed below and addendum issued in Accordance with clause 6 of these instructions to tenders.

- I. Invitation for Tenders
- II. General information
- III. General Conditions of Contract
- IV. Special Conditions of Contract
- V. Schedule of Requirements
- VI. Technical Specifications
- VII. Tender Form and Price Schedules
- VIII. Tender Security Form
- IX. Contract Form
- X. Performance Security Form

Bank Guarantee for Advance Payment Form

4.2 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.

5 Clarification of Documents

5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by cable (hereinafter, the term *cable* is deemed to include telex and facsimile) 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 no later than seven (7) 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 who have received the tender document.

6. Amendment of Documents

6.1 At any time prior to the deadline for submission of tenders, 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 amendment.

6.2 All prospective candidates who have received the tender documents will be notified of the amendment in writing or by cable, and such amendment will be binding on them.

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.

7Preparation of Tenders

Language of Tender

7.1 the tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged 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.

8. Documents Comprising the Tender

8.1 The tender prepared by the tenderer shall comprise the following components:

A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11below.

Documentary evidence established in accordance with paragraph 12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

Documentary evidence established in accordance with paragraph 13 that the materials and spares to be used by the tenderer for the services contract conform to the tender documents; and

Tender Security furnished is in accordance with paragraph 14

9.Tender Form

9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed, a brief description of the materials and spares, their country of origin, quantity, and prices.

10. Tender Prices

10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.

10.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

10.3 Prices quoted by the tenderer shall be fixed during the Term of the contract and not

subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 22.

11 Tender Currencies

11.1 Prices shall be quoted in the following currencies:

For services which involve materials and spares that the tenderer will supply from within Kenya, the prices shall be quoted in Kenya shillings; and

For services which involve materials and spares that the tenderer will supply from outside Kenya, the prices shall be quoted in US dollars or in another freely convertible currency.

12 Tenderers Eligibility and Qualifications.

12.1 Pursuant to paragraph 1 of section C, the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

13. Materials' Eligibility Conformity to Tender Document.

13.1 Pursuant paragraph 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 materials and spares which the tenderer proposes to use under the contract.

13.2 The documentary evidence of the eligibility of the materials and spares shall consist of a

Statement in the Price Schedule of the country of origin of the materials and spares offered which shall be confirmed by a certificate of origin issued at the time of shipment.

13.3 The documentary evidence of conformity of the materials and spares to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

A detailed description of the essential technical and performance characteristics of the materials and spares;

A clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

13.4 For purposes of the commentary to be furnished pursuant to paragraph 13.3(b) 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

14. Tender Security

14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Invitation to tender.

14.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 14.7

14.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

14.4 Any tender not secured in accordance with paragraph 14.1 and 14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 22.

14.5 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.

14.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 30, and furnishing the performance security, pursuant to paragraph 31.

14.7 The tender security may be forfeited:

if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or

in the case of a successful tenderer, if the tenderer fails:

(i) To sign the contract in accordance with paragraph 30 or

ii) To furnish performance security in accordance with paragraph 31.

15. Validity of Tenders

15.1 Tenders shall remain valid for 60 days or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

15.2 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. The tender security provided under paragraph 14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

16 Format and Signing of Tender

16.1 The tenderer shall prepare and submit the document on the IFMIS E procurement platform.

16.2 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 initialled by the person or persons signing the tender.

17 Submission of Tenders

17.1 The tenderer shall prepare and submit the document on the IFMIS E procurement platform.

18 Deadline for Submission of Tenders

18.1 Tenders must be received by the Procuring entity. Not later than **MONDAY 26TH APRIL 10;00AM**

18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

19 Modification and Withdrawal of Tenders

19.1 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 prior to the deadline prescribed for submission of tenders.

19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 17. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 14.7.

20 Preliminary Examination

20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly Signed, whether there is statutory compliance and whether the tenders are generally in order.

20.2 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 the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

20.3 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 affect the relative ranking of any tenderer.

21Tenderer's Responsiveness

21.1 Prior to the detailed evaluation, pursuant to paragraph 21, 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. Under Technical Evaluation, compliance to the offered technical specifications will be checked for conformity. Bidders must indicate a response for each technical requirement in the bid document as applicable. Failure to respond to any Mandatory Requirement will lead to Non-Responsiveness to the Technical Specification

21.2 Once 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.

22 Opening and Evaluation of Tenders

22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 21.

The comparison shall be of the price to include all costs, as well as duties and taxes Payable on all the materials to be used in the provision of the services.

23.1 The Procuring entity's evaluation of a tender will take into account, in addition to the Tender price, the following factors, in the manner and to the extend indicated in Paragraph 22.2 and in the technical specifications:-

Operational plan proposed in the tender;
Payment schedule;

23.2 Pursuant to paragraph 23.1 the following evaluation methods will be applied:

Operational Plan

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of requirements.

Tenders offering to perform longer than the procuring entity have required delivery time will be treated as non-responsive and rejected.

b) Payment Schedule

Tenderers shall state their tender price and terms for the payment. Tenderers will be evaluated on the basis of this base price.

24 Contacting the Procuring entity

24.1 Subject to paragraph 19, no tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

24.2 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 tender

EVALUATION CRITERIA

Stage 1: Mandatory

No.	Requirement	Yes/No or R/NR
MR 1	Must submit a certified copy of certificate of Incorporation/ Registration	
MR 2	Certified copy of CR 12/13 (
MR 3	Must have KRA Pin certificate (<i>confirmable</i>)	
MR 4	Must submit a copy of valid tax compliance certificate (<i>confirmable</i>)	
MR 5	Certified copy of Valid business permit	
MR 6	Credit worthiness letter from a reputable financial institution/ bank written on the financial institutions' letter head ascertaining capacity to access monies up to or above the cost of this bid (<i>confirmable</i>)	
MR 7	Must fill the form of tender in the format provided and signed and stamped by the authorized person	
MR 8	Confidential business questionnaire should be duly filled, signed and stamped	
MR 9	Attach a copy of litigation history of the company authored by commissioner of oaths	
MR 10	NCA 6(and above) for Building Works.	
MR 11	Written confirmation on bidder's letter head that the bidder has not been debarred as a supplier, service provider or consultant for goods, services or works in Kenya; and that the bidder is eligible to participate in Procurement and also a statement declaring that if selected, the bidder shall not be Involved in corruption.	
MR 12	Tenders <i>must</i> be accompanied by a bid security of 2% of the quoted contract sum in the form of a Bank Guarantee or Bankers cheque. Other forms of guarantee will not be acceptable.	
MR13	Attach the document in form of PDF (url google drives are not allowed)	
MR14	Documents should be attached on the IFMIS e PLATFORM only	

NB:

-all certification should be done by a commissioner of Oaths

-A bidder who fails to meet any of the above requirements shall be dropped at this stage and shall not be progressed to the Technical Evaluation stage

Stage 2: Technical Evaluation

No.	PARAMETER	MAXIMUM SCORE	Score
TR 1	Business Ownership:	10	
	Company/Business Profile -Disclosure of Directors/Partners/ Sole Proprietor		
TR 2	Relevant Experience:	15	
	Indicate proof of having undertaken similar assignment within the last 2 years (Attach Proof: copies of LPOs, Letters of award completion certificates, contracts, client testimonial) One copy of LPO or letter of award and completion certificate (5marks)		
TR 3	Supplier Availability:	5	
	Postal Address Telephone Number Contact person Website Email Address		
TR 4	Financial Capability:	25	
	Audited Accounts for the last 3 years		
TR 5	Financial Stability:	25	
	Evidence of profit making in the attached 2 years audited reports		
TR 6	Supply Capacity:	20	
	Maximum Volume of Business handled in the (last two years) 12 Million and above (20mrks)		
	Total	100	

NOTE

Only Those bidders who score 75% and above in technical evaluation and found to be responsive will then be subjected to price comparison, where award will be made to the lowest evaluated responsive bid.

Stage 3 Financial evaluation

Tenders shall be checked for arithmetic errors. The lowest evaluated tender to be considered for award must be economically responsive i.e. unit rates in the bill of quantities must realistically be within market rates and the tender sum be within the budget.

The successful bidder shall be the tenderer with the lowest evaluated tender sum, having met the set-out criteria.

RECOMMENDATION

To consider for award the lowest responsive evaluated bidder shall be the one who satisfies section 86 sub sections 1 item (a) of the Public Procurement and Assets Disposal Act 2015 which states:

(1) the successful tender shall be the one who meets any one of the following as specified in the tender document

(a) The tender with the lowest evaluated price;

This must be read in the full understanding of section 79 sub sections 1 which states:

(1) A tender is responsive if it conforms to all the eligibility and other mandatory requirements in the tender document

Award of Contract

25. Post-qualification

25.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

25.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 12.3, as well as such other information as the Procuring entity deems necessary and appropriate.

25.3 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.

26. Award Criteria

26.1 Subject to paragraph 10,23 and 28 the Procuring entity will award the contract to the successful tenderer 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.

27. Procuring entity's Right to Vary quantities

27.1 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of services originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

28. Procuring entity's Right to accept or Reject any or All Tenders

28.1 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 tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action.

29 Notification of award

29.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

29.2 The notification of award will constitute the formation of the Contract.

29.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 14.

30. Signing of Contract

30.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

30.2 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

31. Performance Security

31.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

31.2 Failure of the successful tenderer to comply with the requirement of paragraph 30 or paragraph 31 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

32 Corrupt Fraudulent Practices

32.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, the Procuring entity:-defines, for the purposes of this provision, the terms set forth below as follows:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition; 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; will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

32.2 Furthermore, tenderers shall be aware of the provision stated in the General Conditions of Contract.

SECTION D: GENERAL CONDITIONS OF CONTRACT

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

“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.

“The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.

“The services” means services to be provided by the tenderer including materials and spare parts which the tenderer is required to provide to the Procuring entity under the Contract.

“The Procuring entity” means the organization sourcing for the services under this Contract.

“The tenderer” means the individual or firm providing the services under this Contract.

2. Application

2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement of services.

3. Country of Origin

3.1 For purposes of this Clause, “origin” means the place where the consumable materials and spares used for the provision of services were mined, grown, or produced.

3.2 The origin of Materials is distinct from the nationality of the tenderer.

4. Standards

4.1 The services provided under this Contract shall conform to the standards mentioned in the Technical Specifications.

5. Use of Contract Documents and Information

5.1 The Candidate shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision thereof, 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.

5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 5.1 above.

5.3 Any document, other than the Contract itself, enumerated in paragraph 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.

6. Patent Rights

6.1 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 services or any part thereof in the Procuring entity's country.

7. Performance Security

7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract.

8. Inspection and Tests

8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services 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.

8.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), 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.

8.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

8.5 Nothing in paragraph 8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

12. Payment

12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract.

12.2 Payments shall be made promptly by the Procuring entity as specified in the contract.

13. Prices

13.1 Prices charged by the tenderer for Services 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.

14. Assignment

14.1 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.

15. Subcontracts

15.1 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.

16. Termination for Default

16.1 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:

If the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.

If the tenderer fails to perform any other obligation(s) under the Contract.

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.

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, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

17. Liquidated Damages

17.1 If the tenderer fails to provide any or all of the services 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 price of the unperformed services up to a maximum deduction of 10% of the unperformed services. After this the procuring entity may consider termination of the contract.

18. Resolution of Disputes

18.1 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

18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute the provisions of the Arbitration Act of the Laws of Kenya shall apply.

19. Language and Law

19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

20. Force Majeure

20.1 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.

Section E. Special Conditions of Contract

Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

Prices quoted *must* be net, inclusive of all Government taxes.

The unit prices quoted *must* be in Kenya Shillings.

Tenders *must* be accompanied by a bid security of 2% of the quoted contract sum in the form of a Bank Guarantee or Bankers cheque. Other forms of guarantee will not be acceptable.

No tender document will be accepted after the official closing date/time as specified on the advertisement.

Tenderers are required to complete the form S33 and attach certificates of registration/incorporation, Tax compliance certificate/VAT to tender documents.

Form of Tender, Price Schedule and Schedule of Requirements should be duly filled, signed and stamped.

Successful tenderers will be required to give a performance security of 10% of the total contract price.

The department will carry out a market survey to the tenderers who have met all the stated conditions by visiting the premises/go downs to ascertain the accuracy of the information given in the tender documents, capacity and capability of the tenderers and confirm whether the tenderers are permanently situated.

The bidders Must provide evidence of financial capability to execute the contract.

The department reserves the right to assess the bidder's capability on the same.

Bidders will be expected to deliver within 60 Days on receipt of LPOs.

Bidders should specify the country of origin for quoted items.

The bidders Must indicate their payment terms including the credit period.

Payments will be made after full delivery as per schedule of requirements and orders placed.

Those bidders who score 75% and above in technical evaluation and found to be responsive will then be subjected to price comparison, where award will be made to the lowest evaluated responsive bid.

SECTION F: SCHEDULE OF REQUIREMENTS

CONSTRUCTION OF PERIMETER WALL AT GITHUNGURI

STADIUM

All materials used in this contract shall comply to Kenya Bureau of Standards or equivalent and acceptable international standards. Where materials of a particular manufacturer are called for in the specifications, the procuring entity will have the Authority to reject any material which is not of the make specified. Where the words “ or other approved or equal” are used, they shall mean any make of equal quality but with written approval of Procuring Entity In the absence of such specification, the procuring Entity is entitled to supposed to confirm what materials are to be used.

Health and Safety

The tenderer shall observe all necessary health and safety standards and shall keep the Procuring Entity indemnified of any blame for any accidents arising during delivery to the site.

Delivery period

Due to the nature of this contract, the delivery period for the installation shall be 120 working days. This expedient period shall cover delivery to the site and received.

TECHNICAL SPECIFICATIONS

The tenderer shall provide an all-inclusive quote for delivery to site as indicated in the attached bill of quantity in this document.

BILLS OF QUANTITIES

The price must be inserted in INK and any price omitted from the items listed shall be deemed to have been included in another

The price shall include the obligations of the tenderer including but not limited to the CONSTRUCTION OF PERIMETER WALL AT GITHUNGURI STADIUM as indicated. This bill of quantities forms part of the contract documents and is to be read in conjunction with the conditions of contract, specifications and drawings.

The quantities set forth in the bills of quantities are believed to represent the character of work to be carried out and are given for the purpose of enabling the procurement entity to compare tenders on equal basis. There is no guarantee to the tenderer that he will be required to carry out the quantities of work indicated under any one particular item or group of items in the bill of quantities.

The prices and rates inserted in the Bills of Quantities will be used for valuing the work executed in accordance with the contract.

ITEM	DESCRIPTION	AMOUNT
A	<p><u>BILL NO. 1</u> <u>PARTICULAR PRELIMINARIES</u></p> <p><u>PRICING ITEMS OF PRELIMINARIES</u> Prices SHALL BE INSERTED against items of preliminaries in the tenderers priced Bills of Quantities. Please note that failure to price any item of general / particular preliminaries will be construed to mean that the tenderer has allowed for its costs elsewhere or wishes to provide for that item free of charge.</p> <p><u>FIRM PRICE CONTRACT</u> This is a firm price contract and the Contractor must allow in his tender rates for any increase in the cost of labour and/or materials during the currency of the contract.</p> <p><u>SCOPE OF CONTRACT</u> The works to be carried out under this contract comprise (as itemised in the BQ's)</p> <p><u>FLOOR AREA</u> The total gross approximate floor area is N/A square metres. The total gross floor area is given without warranty but for guidance only.</p> <p><u>MEASUREMENTS</u> 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 document shall immediately be referred to the Project Manager.</p> <p><u>SIGNBOARD</u> 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>	
	CARRIED TO COLLECTION	

ITEM	DESCRIPTION	AMOUNT
A	<p><u>LOCATION OF SITE</u> The site for works is located within; PSTC, RUIRU as indicated on the contract appendix The tenderer shall be deemed to have visited the site and familiarised himself with all site conditions prior to submission of tenders. No claims arising from the tenderers failure to do so will be entertained.</p>	
B	<p><u>EXISTING BUILDING SERVICES</u> Special precautions shall be required throughout the contract period to avoid damage to the existing cables, drains and other services. The Contractor shall allow for making good any damage arising from his actions during execution of this contract at his own expense.</p>	
C	<p><u>WORKING CONDITIONS</u> The Contractor shall allow in his rates for any interference that he may encounter in the course of execution 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.</p>	
D	<p><u>LABOUR CAMPS</u> 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>	
E	<p><u>MATERIALS FROM DEMOLITIONS</u> Any materials arising from demolitions and not re-used shall become remain the property of the client. The Contractor shall allow in his rates the cost of assembling and keeping them in the client's premises.</p>	
F	<p><u>PRICING RATES</u> 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>	
	CARRIED TO COLLECTION	

ITEM	DESCRIPTION	AMOUNT
A	<p>PARTICULAR INSERTIONS TO BE MADE IN APPENDIX TO CONTRACT</p> <p><u>AGREEMENT</u></p> <p>1. Period of Final measurements - 3 Months from Practical Completion</p> <p>2. Defects liability Period - 6 Months from Practical Completion</p> <p>3. Date for Possession - To be agreed with Project Manager</p> <p>4. Date for Completion (as indicated on the contract appendix)</p> <p>5. Liquidated and Ascertained Damages - At the rate of Kshs 50,000.00 per calendar week or part thereof</p> <p>6. Period of issuing Interim Certificates - Monthly</p> <p>7. Period of Honouring certificates - Thirty (30) Days</p> <p>8. Percentage of Certificate value retained - 10%</p> <p>9. Limit of Retention Fund - 10% of Contract Sum</p> <p>10. Bonds - The Bonds required shall be from approved institutions ONLY</p> <p><u>PROJECT MANAGEMENT EXPENSES</u></p> <p><i>The funds referred to in items hereinafter shall be paid to the P.M in demand and reimbursable in the subsequent interim payment upon claim</i></p>	
A	Provide Kshs 250,000.00 for Project Management Expenses	250,000.00
B	Allow for Contractor's overheads and profits ()%	0
	CARRIED TO COLLECTION	

ITEM	DESCRIPTION	AMOUNT
A	<p><u>AMENDMENTS TO TENDERING INSTRUCTIONS</u></p> <p>a) Clause 3.6 of the Instructions to Tenderers has been amended to read; Tenders shall remain valid for a period of One Hundred and Twenty(120) days from the date of Tender Opening, and not Ninety (90) days. All tenderers are advised to note this amendment when filling the Form of Tender.</p> <p>b) Clause 3.8 of the Instructions to Tenderers will hence be qualified and interpreted to mean; "Bid Bond/Tender Security, which must be from an established and approved institution, shall remain valid for a period of One Hundred and Fifty (150) days from the date of Tender Opening", i.e, it is still Thirty (30) days beyond the Tender Validity Period.</p>	
	CARRIED TO COLLECTION	
	<p>Section No. 1 Bill No. 1 PARTICULAR PRELIMINARIES COLLECTION</p> <p>Total Brought Forward from Page No.</p>	<p>Amount Kshs</p>
	CARRIED FORWARD TO GRAND SUMMARY	

ITEM	DESCRIPTION	AMOUNT
A	<p><u>BILL NO. 2</u> <u>GENERAL PRELIMINARIES</u></p> <p><u>PRICING OF ITEMS OF PRELIMINARIES AND PREAMBLES</u> Prices will be inserted against items of Preliminaries in the Contractor's priced Bills of Quantities and Specification. 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	<p><u>ABBREVIATIONS</u> Throughout these Bills, units of measurement and terms are abbreviated and shall be interpreted as follows:-</p> <p>m³/C.M. Shall mean cubic metre m²/S.M. Shall mean square metre m/L.M. Shall mean linear metre mm/MM Shall mean Millimetre Kg. Shall mean Kilogramme No. Shall mean Number Prs. Shall mean Pairs B.S. Shall mean the British Standard Specification Published by the British Standards Institution, 2 Park Street, London W.1 England. Ditto Shall mean the whole of the preceding description except as qualified in the description in which it occurs. m.s. Shall mean measured separately. a.b.d Shall mean as before described. P.M. Shall mean Project Manager</p>	
	CARRIED TO COLLECTION	

ITEM	DESCRIPTION	AMOUNT
A	<p>The Employer is:</p> <p>.....</p> <p>.....</p> <p>of P.O. BOX</p> <p>.....</p>	
B	<p><u>PROJECT MANAGER</u></p> <p>The term "P.M." 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. This shall be the:</p> <p>County Works Office, P.O. Box 189, Kiambu.</p>	
C	<p><u>ARCHITECT</u></p> <p>The term "Architect" shall be deemed to mean "The P.M." as defined above</p>	
D	<p><u>QUANTITY SURVEYOR</u></p> <p>The term "Quantity Surveyor" shall be deemed to mean "The P.M." as defined above</p>	
E	<p><u>ELECTRICAL ENGINEER</u></p> <p>The term "Electrical Engineer" shall be deemed to mean "The P.M." as defined above</p>	
F	<p><u>MECHANICAL ENGINEER</u></p> <p>The term "Mechanical Engineer" shall be deemed to mean "The P.M." as defined above</p>	
G	<p><u>STRUCTURAL ENGINEER</u></p> <p>The term "Structural Engineer" shall be deemed to mean "The P.M." as defined above</p>	
	<p>CARRIED TO COLLECTION</p>	

ITEM	DESCRIPTION	AMOUNT
A	<p><u>FORM OF CONTRACT</u> 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>	
B	<p><u>BOND</u> The Contractor shall find and submit on the Form of Tender an approved insurance company or bank who will be willing to be bound the Government in an amount equal to Five per cent (5 %) of the Contract amount for the due performances of the Contract up to the date of completion as certified by the PROJECT MANAGER 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>	
C	<p><u>PLANT, TOOLS AND VEHICLES</u> 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>	
D	<p><u>TRANSPORT.</u> 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>	
E	<p><u>MATERIALS AND WORKMANSHIP</u> 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>	
	CARRIED TO COLLECTION	

ITEM	DESCRIPTION	AMOUNT
A	<p><u>SIGN FOR MATERIALS SUPPLIED</u></p> <p>The Contractor will be required to sign a receipt for all articles and materials supplied by the PROJECT MANAGER 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 PROJECT MANAGER 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 PROJECT MANAGER</p>	
B	<p><u>STORAGE OF MATERIALS</u></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 PROJECT MANAGER Nominated Sub-Contractors are to be made liable for the cost of any storage accommodation provided especially for their use.</p>	
C	<p><u>SAMPLES</u></p> <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 PROJECT MANAGER for his approval until such samples are approved by the PROJECT MANAGER and the PROJECT MANAGER, may reject any materials or workmanship not in his opinion to be up to approved samples. The PROJECT MANAGER 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 PROJECT MANAGER. 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. The procedure for submitting samples of materials for testing and the method of marking for identification shall be as laid down by the PROJECT MANAGER The Contractor shall allow in his tender for such samples and tests except those in connection with nominated sub- contractors' work.</p>	
	<p>CARRIED TO COLLECTION</p>	

ITEM	DESCRIPTION	AMOUNT
A	<p><u>GOVERNMENT ACTS REGARDING WORK PEOPLE ETC</u> 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>	
B	<p><u>SECURITY OF WORKS ETC</u> 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>	
C	<p><u>PUBLIC AND PRIVATE ROADS.</u> 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 PROJECT MANAGER</p>	
D	<p><u>EXISTING PROPERTY.</u> 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 PROJECT MANAGER</p>	
	CARRIED TO COLLECTION	

ITEM	DESCRIPTION	AMOUNT
A	<p><u>VISIT SITE AND EXAMINE DRAWINGS</u></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.</p> <p>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>	
B	<p><u>ACCESS TO SITE AND TEMPORARY ROADS.</u></p> <p>Means of access to the Site shall be agreed with the PROJECT MANAGER prior commencement of the work and Contractor must allow for building any necessary temporary access roads (approximately 70 metres long) 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.</p> <p>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 PROJECT MANAGER The Contractor should also allow for relocating existing fence (approx. 30 metres long).</p>	
C	<p><u>AREA TO BE OCCUPIED BY THE CONTRACTOR</u></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 PROJECT MANAGER</p>	
	<p>CARRIED TO COLLECTION</p>	

ITEM	DESCRIPTION	AMOUNT
A	<p><u>OFFICE ETC. FOR THE PROJECT MANAGER</u></p> <p>The Contractor shall provide, erect and maintain where directed on site and afterwards dismantle the site office of the type approved by the Project Manager, 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 PROJECT MANAGER 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 "PROJECT MANAGER" a modern and accurate level together with levelling staff, ranging rods and 50 metre metallic or linen tape.</p>	
B	<p><u>WATER AND ELECTRICITY SUPPLY FOR THE WORKS</u></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 PROJECT MANAGER .</p> <p>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><u>SANITATION OF THE WORKS</u></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 PROJECT MANAGER</p>	
	<p>CARRIED TO COLLECTION</p>	

ITEM	DESCRIPTION	AMOUNT
A	<p><u>SUPERVISION AND WORKING HOURS</u> The works shall be executed under the direction and to the entire satisfaction in all respects of the PROJECT MANAGER 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>	
B	<p><u>PROVISIONAL SUMS.</u> 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>	
C	<p><u>PRIME COST (OR P.C.) SUMS</u> 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 Measurement mentioned in Condition No. 16 of the Conditions of Contract. Persons or firms nominated by the PROJECT MANAGER 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. Persons or firms so nominated to supply goods or materials are described herein as Nominated Suppliers.</p>	
D	<p><u>PROGRESS CHART</u> The Contractor shall provide within two weeks of Possession of Site and in agreement with the PROJECT MANAGER a Progress Chart for the whole of the works including the works of Nominated Sub-Contractors; one copy to be handed to the PROJECT MANAGER 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>	
	<p>CARRIED TO COLLECTION</p>	

ITEM	DESCRIPTION	AMOUNT
A	<p><u>ADJUSTMENT OF P.C. SUMS</u></p> <p>In the final account all P.C. Sums shall be deducted and the amount properly expended upon the PROJECT MANAGER'S order in respect of each of them added to the Contract sum. The Contractor shall produce to the PROJECT MANAGER such quotations, invoices or bills, properly receipted, as may be necessary to show the actual details of the sums paid by the Contractor.</p> <p>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>	
B	<p><u>ADJUSTMENT OF PROVISIONAL SUMS.</u></p> <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 PROJECT MANAGER'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>	
	CARRIED TO COLLECTION	

ITEM	DESCRIPTION	AMOUNT
A	<p><u>NOMINATED SUB-CONTRACTORS</u> When any work is ordered by the PROJECT MANAGER to be executed by nominated sub-contractors, the Contractor shall enter into sub-contracts as described in Condition No. 8 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>	
B	<p><u>DIRECT CONTRACTS</u> 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>	
C	<p><u>ATTENDANCE UPON OTHER TRADESMEN, ETC.</u> 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 PROJECT MANAGER and the work will be measured and paid for to the extent executed at rates provided in these Bills.</p>	
	<p>CARRIED TO COLLECTION</p>	

ITEM	DESCRIPTION	AMOUNT
A	<p><u>INSURANCE</u> The Contractor shall insure as required in Conditions Nos. 30 of the Conditions of Contract. No payment on account of the work executed will be made to the Contractor until he has satisfied the PROJECT MANAGER 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 PROJECT MANAGER 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 PROJECT MANAGER's inspection.</p>	
B	<p><u>PROVISIONAL WORK</u> 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 PROJECT MANAGER. Immediately the work is ready for measuring, the Contractor shall give notice to the PROJECT MANAGER. If the Contractor makes default in these respects he shall if the PROJECT MANAGER so directs uncover the work to enable all measurements to be taken and afterwards reinstate at his own expense.</p>	
C	<p><u>ALTERATIONS TO BILLS, PRICING, ETC.</u> Any unauthorised 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.</p>	
	CARRIED TO COLLECTION	

ITEM	DESCRIPTION	AMOUNT
A	<p><u>BLASTING OPERATIONS</u> Blasting will only be allowed with the express permission of the PROJECT MANAGER 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 PROJECT MANAGER governing the use and storage of explosives.</p>	
B	<p><u>MATERIALS ARISING FROM EXCAVATIONS</u> Materials of any kind obtained from the excavations shall be the property of the Government. Unless the PROJECT MANAGER 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 PROJECT MANAGER 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.</p>	
C	<p><u>PROTECTION OF THE WORKS.</u> 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 PROJECT MANAGER 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.</p>	
D	<p><u>REMOVAL OF RUBBISH ETC.</u> 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.</p>	
	<p>CARRIED TO COLLECTION</p>	

ITEM	DESCRIPTION	AMOUNT
A	<p><u>WORKS TO BE DELIVERED UP CLEAN</u> 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 PROJECT MANAGER</p>	
B	<p><u>FIRM PRICE CONTRACT</u> Unless otherwise specifically stated in the Particular Preliminaries this is a firm price contract and the Contractor must allow in his tender rates for any increase in the cost of labour and/or materials during the currency of the contract.</p>	
C	<p><u>GENERAL SPECIFICATION.</u> 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>	
D	<p><u>CONSTRUCTION TRAINING LEVY</u> The Contractor's attention is drawn to the legal notice 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. 1,000,000.00 in value.</p>	
	<p>CARRIED TO COLLECTION</p>	

ITEM	DESCRIPTION	AMOUNT
A	<p><u>MATERIALS ON SITE</u> 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 PROJECT MANAGER. This includes the materials of the Main Contractor, Nominated Sub-Contractors and Nominated Suppliers.</p>	
B	<p><u>HOARDING</u> The Contractor shall enclose the site or part of the works under construction with a hoarding 2400 mm high consisting of gauge 30 iron sheets on 100 x 50 mm cypress timber posts firmly secured at 1800 mm centres with two 75 x 50 mm timber rails complete with 2No vehicular gates and 1No. pedestrian gate. 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>	
C	<p><u>CONTRACTOR'S SUPERINTENDENCE/SITE AGENT</u> The Contractor shall constantly keep on the works a literate English speaking Agent or 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 Project Manager and such directions shall be deemed to have been given to the Contractor in accordance with the Conditions of Contract.</p>	
D	<p><u>COPYRIGHT</u> The copyright of these documents is vested in County Works Office, Ministry of Public Works, Kiambu. No part of this document may be reproduced in any form or by any means without their prior permission.</p>	
	CARRIED TO COLLECTION	

ITEM	DESCRIPTION	AMOUNT
	Section No. 1 Bill No. 2 GENERAL PRELIMINARIES COLLECTION Total Brought Forward from Page No.	<u>Amount</u> <u>Kshs</u>
	GP/5	
	GP/6	
	GP/7	
	GP/8	
	GP/9	
	GP/10	
	GP/11	
	GP/12	
	GP/13	
	GP/14	
	GP/15	
	GP/16	
	GP/17	
	GP/18	
	CARRIED FORWARD TO GRAND SUMMARY	

Proposed Perimeter Wall at Githunguri Stadium

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>BILL NO. 2: PERIMETER WALL</u>				
	<u>ELEMENT NO. 1</u>				
	<u>SUBSTRUCTURES (All Provisional)</u>				
	<u>SITE PREPARATION</u>				
A	Clear site of all bushes, shrubs and undergrowth, grub up roots; and dispose all the arisings as directed by the Project Manager	217	SM		
B	Ditto; including temporary fence consisting of galvanised iron sheets fixed to timber members, to be stored as directed by the Project Manager	248	LM		
	<u>EXCAVATIONS</u>				
	<u>Excavations including maintaining and supporting sides and keeping free from water, mud and fallen material</u>				
C	Excavate foundation trench not exceeding 1.50 metres deep starting from reduced level and stockpile on site as directed	325	CM		
D	Excavate for column bases; ditto	198	CM		
E	Extra over all excavations for all classes of rock occurring at any depth	52	CM		
	<u>PLANKING AND STRUTTING</u>				
F	Allow for maintaining and supporting sides of excavations and for keeping the same free from fallen materials.		Item		
	<u>DISPOSAL OF WATER</u>				
G	Allow for keeping excavations free of water and mud by pumping, bailing or other approved means.		Item		
	<u>FILLINGS / DISPOSAL</u>				
H	Return, fill and ram selected imported murrum material around foundations.	420	CM		
J	Load, wheel and landscape surplus excavated material where directed by engineer on site	103	CM		
	Carried to Collection				

Proposed Perimeter Wall at Githunguri Stadium

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>CONCRETE WORK</u>				
	<u>Concrete 1:3:6, as described, in:-</u>				
A	50mm Thick blinding to strip foundation	217	SM		
B	Ditto; to column bases	132	SM		
	<u>Reinforced concrete 1:1.5:3, as described, in:-</u>				
C	Strip foundations	43	CM		
D	Column bases	33	CM		
E	Starter columns	10	CM		
	<u>Reinforcement</u>				
	<u>Deformed steel reinforcement bars in structural concrete work including bends, hooks, tying wire and spacer blocks</u>				
F	8mm diameter bars	2100	KG		
G	10mm ditto	800	KG		
H	12mm ditto	2000	KG		
	<u>Sawn Formwork to:-</u>				
J	Sides of strip foundations	144	SM		
K	Sides of starter columns	198	SM		
	<u>SUB-WALL</u>				
	<u>Walling in natural coursed stone obtained from an approved quarry, jointed and bedded in gauged mortar (1:3)</u>				
L	200mm Thick wall in foundations	433	SM		
	<u>Expansion joint</u>				
M	25mm Thick x 200mm wide styropol expansion joint filler	20	LM		
	<u>PLINTH</u>				
	<u>12mm Cement and sand (1:3) render on stone or concrete work</u>				
N	Concrete or masonry walling plinths	361	SM		
	Carried to Collection				

Proposed Perimeter Wall at Githunguri Stadium

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	BILL NO. 2 Element No. 1 SUBSTRUCTURES <u>COLLECTION</u>				
	Total Brought Forward from Page No.	Page	No		
		1			
		2			
	Carried Forward to Summary of Bill No. 2				

Proposed Perimeter Wall at Githunguri Stadium

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO. 2</u>				
	<u>SUPERSTRUCTURE</u>				
	<u>CONCRETE WORK</u>				
A	Reinforced concrete 1:1.5:3, as described, in:- Columns	18	CM		
	<u>Reinforcement</u>				
	<u>Deformed steel bar reinforcement in structural concrete work</u>				
B	8mm diameter bars	2500	KG		
C	12mm diameter bars	1200	KG		
	<u>Sawn Formwork to:-</u>				
D	Sides of columns	290	SM		
	<u>WALLING</u>				
	<u>Walling in Dressed natural coursed stone obtained from an approved quarry, jointed and bedded in gauged mortar (1:3) and including 25g hoop iron reinforcement strip in every alternate course</u>				
E	200mm Thick walling; Machine-cut	794	SM		
	<u>Expansion joint</u>				
F	25mm Thick x 200mm wide styropol expansion joint filler	40	LM		
	<u>Coping</u>				
G	250 x 50mm Thick precast concrete coping in cement sand mortar mix 1:4, twice weathered and throated; to tops of perimeter wall	330	LM		
H	400 x 400 x 50mm thick precast concrete column cap in cement sand mortar mix 1:4, four times weathered and throated; to tops of columns	132	No		
	Carried to Collection				

Proposed Perimeter Wall at Githunguri Stadium

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>Wall Finishes</u>				
A	Extra Over masonry walling for neat recessed horizontal key in cement mortar (1:3) <u>12mm Cement and sand (1:3) render on stone or concrete work</u>	1588	SM		
B	Concrete surfaces	165	SM		
	Carried to Collection				
	BILL NO. 2				
	Element No. 2				
	SUPERSTRUCTURE				
	<u>COLLECTION</u>				
	Total Brought Forward from Page No.	Page			
		No			
		4			
		5			
	Carried Forward to Summary of Bill No. 2				

Proposed Perimeter Wall at Githunguri Stadium

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO. 3</u>				
	<u>STEEL METAL GATE</u>				
	<u>GATE A</u>				
A	Provide purpose made steel metal gate double leaf gate overall size 6500 x 2000mm high, red oxide primed frame consisting of 100x50x3mm RHS as main frame with 2No horizontal intermediate railing in 50x50x1.5mm SHS including intermediate vertical rails at 200mm c/c in 50x25x1.5mm SHS including 1.5mm MS plate, 600mm high, welded to the steel members and fix steel frame lugs to concrete column including locking bolts and all other necessary accessories	1	No		
B	Ditto; 2000 x 2000mm high pedestrian gate	1	No		
	<u>GATE B</u>				
A	Provide purpose made steel metal gate double leaf gate overall size 3000 x 2000mm high, red oxide primed frame consisting of 100x50x2.5mm RHS as main frame with lugs fixed to concrete columns, with 2No horizontal intermediate railing in 50x50x1.5mm SHS including intermediate vertical rails at 200mm c/c in 50x25x1.5mm SHS including 1.5mm MS plate, 600mm high, welded to the steel members including locking bolts and all other necessary accessories	1	No		
B	Ditto; 1000 x 2000mm high pedestrian gate	1	No		
	<u>Painting and decoration</u>				
C	Touch up primer, prepare and apply one undercoat and two finishing coats gloss paint on metal frame of gates (both sides measured)	15	SM		
	Carried Forward to Summary				

Proposed Perimeter Wall at Githunguri Stadium

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>SUMMARY</u>				
	<u>PERIMETER WALL</u>				
		Page No			
1	SUBSTRUCTURES	3			
2	SUPERSTRUCTURE	5			
3	STEEL METAL GATE	6			
	Carried to Main Works Summary				

Proposed Perimeter Wall at Githunguri Stadium

ITEM	DESCRIPTION	UNIT	QTY	RATE (KSH)	AMOUNT (KSH)
A	<p><u>SECTION NO. 3</u></p> <p><u>PROVISIONAL SUMS</u></p> <p>The contractor shall include in his tender the following to be deducted in whole or in part as directed by the Project Manager</p> <p><u>CONTINGENCY</u></p> <p>Allow a Provisional Sum of Kshs 400,000.00 only for Contingencies</p>		SUM		400,000.00
	Carried to Grand Summary				400,000.00

Proposed Perimeter Wall at Githunguri Stadium

ITEM	DESCRIPTION	PAGE NO.	AMOUNT(KSHS.)
	<u>GRAND SUMMARY</u>		
1	PARTICULAR PRELIMINARIES	PP/4	
2	GENERAL PRELIMINARIES	GP/19	
3	PERIMETER WALL	PW/7	
4	P.C & PROVISIONAL SUMS	PC/1	400,000.00
TOTAL CARRIED TO FORM OF TENDER			

AMOUNT IN WORDS:

.....

CONTRACTOR'S NAME:.....

ADDRESS:.....

SIGNATURE:..... DATE:.....

WITNESS' NAME:.....

ADDRESS:.....

SIGNATURE:..... DATE:.....

SECTION G: TECHNICAL SPECIFICATIONS GENERAL

[As per the list of requirements on page 20]

These specifications describe the basic requirements for materials supplied and delivered

Tenderers must indicate on the specifications sheets whether the materials delivered comply with each specified requirement.

The tenderers are requested to present information along with their offers as follows:

Shortest possible delivery period of each product.

Must show Proof of Similar Assignments in nature within the last three years. (Copies of Award Letters, Orders, Contracts and Testimonials from clients)

Must attach Manufacturers Letter of Authorization to deal with pipes and fittings to be supplied under this contract.

SECTION H: TENDER FORM AND PRICE SCHEDULES

Form of Tender

Date: _____

Tender N°: _____

To:

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos..... *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver.....*[description of materials and spares]* 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.

We undertake, if our Tender is accepted, to deliver the materials and spares in accordance with the delivery schedule specified in the Schedule of Requirements. If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity). 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.

Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive. Dated this _____ day of _____ 20_____.

[Signature] [in the capacity of]

Duly authorized to sign tender for and on behalf of _____

[Insert Total Price of your bid as per schedule of requirements page 23

Kshs.....] Amount in words.....

Signature of tenderer _____ Company stamp

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

Whereas..... *[Name of the tenderer]* (Hereinafter called “the tenderer”) has submitted its tender dated*[date of submission of tender]* for the supply of.....*[Name and/or description of the materials and spares]*
(Hereinafter called “the Tender”).....
KNOW ALL PEOPLE by these presents that WE.....

of.....Having our registered office
at..... (Hereinafter called “the Bank”), are bound unto.....
[name of Procuring entity] (Hereinafter called “the Procuring entity”) in the
sum of.....for which payment well and truly to be made to the said
Procuring entity, the Bank binds itself, its successors, and assigns by these presents.
Sealed with the Common Seal of the said Bank this _____ day of _____ 20_____.

THE CONDITIONS of this obligation are:

If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity: Fails or refuses to execute the Contract Form, if required; or Fails or refuses to furnish the performance security, in accordance with the Instructions to tenderers;we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, 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 above date.

[Seal & signature of the bank]

SECTION J: CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20_____
between.....[name of Procurement entity] of.....[country of Procurement
entity] (hereinafter called “the Procuring entity”) of the one part
and..... [Name of the tenderer/Contractor] of..... [city
and country of tenderer] (Hereinafter called “the tenderer”) of the other part:

WHEREAS the Procuring entity invited tenders for certain materials and spares,
viz.,..... [brief description of materials and spares] and has
accepted a tender by the tenderer for the supply of those materials and spares in the
sum of..... [contract price in words and figures]
(hereinafter
called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expressions shall have the same meanings as are
respectively assigned to them in the Conditions of Contract referred to.

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

the Procuring entity’s Notification of Award.

Proposed Perimeter Wall at Githunguri Stadium

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 materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract

The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares 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.

Proposed Perimeter Wall at Githunguri Stadium

CONSTRUCTION OF PERIMETER WALL AT GITHUNGURI STADIUM

FOR AND ON BEHALF OF THE TENDERER

FULL NAME OF THE CONTRACTOR'S AUTHORIZED REPRESENTATIVE

TITLE _____

NAME _____

BINDING SIGNATURE _____

ADDRESS _____

DATE _____

SIGNATURE _____ DATE _____

NAME OF THE FIRM STAMP
.....

FOR AND ON BEHALF OF THE EMPLOYER

WITNESSED BY:

NAME _____ NAME

ADDRESS

TITLE _____

SIGNATURE _____

DATE _____

BINDING SIGNATURE _____

DATE _____

SECTION K: PERFORMANCE SECURITY FORM

To:[Name of procuring entity]

WHEREAS[name of tenderer] (Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No.[reference number of the contract] dated _____ 20____ to supply.....

[Description of materials and spares] (Hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract. AND WHEREAS we have agreed to give the tenderer a guarantee: THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of.....[amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of.....[Amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20_____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

SECTION L: BANK GUARANTEE FOR ADVANCE PAYMENT

To:*[name of Procuring entity]*

[name of tender].....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment,.....*[name and address of tenderer]* (hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of.....

[Amount of guarantee in figures and words].

We, the.....*[bank or financial institution]*, as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding.....*[Amount of guarantee in figures and words].*

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until*[date].*

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

SECTION M: MANUFACTURER'S AUTHORIZATION FORM

To: *[name of the Procuring entity]*.....

WHEREAS*[Name of the Manufacturer]*who are
established and reputable manufacturers
of.....*[name and/or description of the materials]*
having factories
at.....*[address of factory]*
do hereby
authorize.....*[name and
address of Agent]*to submit a tender, and subsequently negotiate and sign the Contract
with you against tender No.....

*[reference of the Tender]*for the above materials and spares manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the materials and spares offered for supply by the above firm against this Invitation for Tenders.

[Signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.

SECTION N: STATUS OF COMPLIANCE WITH STATUTORY REQUIREMENTS AND EVALUATION CRITERIA.

State if the company is a subject of bankruptcy proceedings, in receivership, administrative receivership, or any other form of liquidation as defined by the applicable law

.....
.....
.....
.....

State whether you have any litigation against the Government

.....
.....
.....
.....

State ant technological innovations or specific attributes which distinguishes you from your competitors.....

.....
.....
.....

Certificate of Good Conduct from Kenya Police (for Garages and Spare parts shops)

.....(Attach copy) 11. Other important certificates e.g. KEBS, Registration with MOPW, Professional bodies certification(IATA a must for Air Travel Agent).....(Attach copy)

Proposed Perimeter Wall at Githunguri Stadium

Section O. Anti-Corruption Pledge Form

I/We.....
.....

.....
.....

..... aware that the Government views

corruption in the procurement process a serious matter and aware that it is against Anti-

Corruption and Crimes Act to engage in corrupt and fraudulent practices do hereby pledge not to

engage in such practices while bidding for the supply of Goods and service to the Procurement

entity.

Tenderer's Name.....

Address.....

Authorized signature.....

Date.....

REPUBLIC OF KENYA FORM S 33

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part I – General:

Business Name.....
.....

Location of business premises.....

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 one time:
K£.....

Name of your bankers..... Branch.....
....

Proposed Perimeter Wall at Githunguri Stadium

Are you an agent of the Kenya National Trading Corporation?
YES/NO.....

Part 2 (a) – Sole Proprietor:

Your name in full.....
...Age.....

Nationality.....Country of
Origin.....

*Citizenship
details.....
...

Part 2 (b) – Partnership:

Give details of partners as follows:

Name	Nationality	Citizenship Details	Shares
------	-------------	---------------------	--------

.....
.....
.....
.....
.....
.....
.....
.....

Part 2 (c) – Registered Company:

Private or
public.....
.....

State the nominal and issued capital of the company –

Nominal K£.....

Proposed Perimeter Wall at Githunguri Stadium

Issued K£.....

Give the details of all directors as follows:

Name Nationality Citizenship Details Shares

.....
.....
.....
.....
.....
.....
.....
.....
.....
.....

Date.....Signature of
Tenderer.....

*If Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or Registration. GPK (L)