

COUNTY GOVERNMENT OF VIHIGA



OFFICE OF THE GOVERNOR

TENDER DOCUMENT FOR

TENDER NO

TENDER /T&INF/VCG/067/2017-2018

PROJECT NAME

**CONSTRUCTION OF A MECHANICAL
WORKSHOP**

PREPARED BY:

Procurement officer
Transport and Infrastructure

TABLE OF CONTENTS

SECTION I	INVITATION TO TENDER.....	2
SECTION II	INSTRUCTIONS TO TENDERERS.....	3
SECTION III	GENERAL CONDITIONS OF CONTRACT.....	19
SECTION IV	SPECIAL CONDITIONS OF CONTRACT.....	26
SECTION V	TECHNICAL SPECIFICATIONS.....	27
SECTION VII	PRICE SCHEDULE FOR GOODS.....	28
SECTION VIII	STANDARD FORMS.....	
8.1	FORM OF TENDER.....	30
8.2	CONFIDENTIAL BUSINESS QUESTIONNAIRES FORMS.....	31
8.3	TENDER SECURITY FORM.....	32
8.4	CONTRACT FORM.....	33
8.5	PERFORMANCE SECURITY FORM.....	34
8.6	BANK GUARANTTE FOR ADVANCE PAYMENT FORM.....	35
8.7	MANUFACTURER’S AUTHORIZATION FORM.....	36

SECTION I INVITATION TO TENDER

Date: 18/12/2017

TENDER Ref. TENDER/T & INF/VCG/067/2017 - 2018

TENDER NAME: *PROPOSED CONSTRUCTION OF A MECHANICAL WORKSHOP.*

The Vihiga County Government invites sealed bids from qualified candidates;

Interested eligible candidates may obtain further information from department of transport & Infrastructure and inspect the tender documents at the departmental procurement office during normal office working hours (8.00a.m -1.00.P.m. and 2.00. P.m. - 5.00. P.m. Monday to Thursday, on Friday 8.00.a.m -1.00P.m. and 2.00 P.m.- 4.00 P.m.) .

- 1.1 A complete set of tender documents may be obtained by interested and eligible bidders from the vihiga county government website www.vihiga.go.ke.
- 1.2 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the County tender Box at the county head quarters **on or before 5th JANUARY, 2018** addressed to:

***THE COUNTY SECRETARY
VIHIGA COUNTY GOVERNMENT
P.O BOX 344-50300
MARAGOLI.***

- 1.3 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.
- 1.4 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at the county headquarters.
- 1.5 The county government of Vihiga reserves the right to accept or reject any or all tenders.

SECTION II - INSTRUCTIONS TO TENDERERS

Table of Clauses

	Page
2.1 Eligible tenderers.....	4
2.2 Eligible goods.....	4
2.3 Cost of tendering.....	5
2.4 Contents of Tender document.....	5
2.5 Clarification of documents.....	5-6
2.6 Amendment of documents.....	6
2.7 Language of tender.....	6
2.8 Documents comprising the tender.....	7
2.9 Tender forms.....	7
2.10 Tender prices.....	7
2.11 Tender currencies.....	8
2.12 Tenderers eligibility and qualifications.....	8
2.13 Goods' eligibility and conformity to tender documents.....	8-9
2.14 Tender security.....	9-10
2.15 Validity of tenders.....	10-11
2.16 Format and signing of tenders.....	11
2.17 Sealing and marking of tenders.....	11-12
2.18 Deadline for submission of tender	12
2.19 Modification and withdrawal of tenders.....	12-13
2.20 Opening of tenders.....	13
2.21 Clarification of tenders.....	13
2.22 Preliminary examination.....	13-14
2.23 Conversion to single currency.....	14
2.24 Evaluation and comparison of tenders.....	14
2.25 Contacting the procuring entity.....	15
2.26 Award of contract.....	15
(a) Post qualification.....	15
(b) Award criteria.....	15-16
(c) Procuring entity's right to vary quantities....	16
(d) Procuring entity's right to accept or reject any or all tenders	16
2.27 Notification of award.....	16
2.28 Signing of contract.....	16
2.29 Performance security.....	17
2.30 Corrupt or fraudulent practices.....	17-18

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

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

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4. Contents of the Tender Document

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Confidential Business Questionnaire

2.4.2 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.

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the Entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not 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 that have received the tender document.

2.5.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 Amendment of Documents

2.6.1 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.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

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

2.8 Documents Comprising of Tender

2.8.1 The tender prepared by the tenderers shall comprise the following components

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) Documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) Tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents.

2.10 Tender Prices

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance 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 2.22

2.10.4 The validity period of the tender shall be 60 days from the date of opening of the tender.

2.11 Tender Currencies

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.12 Tenderers Eligibility and Qualifications

2.12.1 Pursuant to paragraph 2.1. 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.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.14 Tender Security

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

- 2.14.2 The tender security shall be in the amount of **0.5 – 2(10)** per cent of the tender price.
- 2.14.3 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 2.14.7
- 2.14.4 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, or a guarantee issued by a reputable insurance company 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.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.22
- 2.14.6 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.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.8 The tender security may be forfeited:
- (a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form;
or
 - (b) In the case of a successful tenderer, if the tenderer fails:
 - (i) To sign the contract in accordance with paragraph 2.27
or
 - (ii) To furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

- 2.15.1 Tenders shall remain valid for 60 days or as specified in the Invitation to tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.
- 2.15.2 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 2.14 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.

2.16 Format and Signing of Tender

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

2.17 Sealing and Marking of Tenders

- 2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

(a) Be addressed to the Procuring entity at the address given in the Invitation to Tender:

(b) Bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” 5TH January, 2018 at 10.00 Am

2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received address specified under paragraph 2.17.2 not later than 5TH by the Procuring entity at the January, 2018.

2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

2.19.1 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 Entity prior to the deadline prescribed for submission of tenders.

2.19.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.19.4 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 2.14.7

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

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

2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at 10.30.a.m.hrs and in the location specified in the Invitation to Tender.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 The Procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.21 Clarification of Tenders

2.21.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the

response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

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

2.22 Preliminary Examination

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

2.22.2 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 quantify, 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 forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.3 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.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.23 Conversion to Single Currency

2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

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

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

2.25 Preference

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

2.26 Contacting the Procuring entity

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.27 Award of Contract

(a) Post-qualification

2.27.1 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.

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.27.3 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.

(b) Award Criteria

2.27.4 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) Procuring entity's Right to Vary quantities

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

(d) Procuring entity's Right to accept or Reject any or All Tenders

2.27.6 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

2.28 Notification of Award

2.28.1 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.

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

2.29.1 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.

2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29.3 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.

2.30 Performance Security

2.30.1 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.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 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.

2.31 Corrupt or Fraudulent Practices

2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- (i) “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
- (ii) “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;

2.31.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

SECTION III: GENERAL CONDITIONS OF CONTRACT

Table of Clauses

	Page
3.1 Definitions.....	24
3.2 Application.....	24
3.3 Country of Origin.....	24
3.4 Standards.....	25
3.5 Use of Contract documents and information.....	25
3.6 Patent Rights.....	25
3.7 Performance security.....	25
3.8 Inspection and Tests.....	26
3.9 Packing.....	27
3.10 Delivery and documents.....	27
3.11 Insurance	27
3.12 Payment.....	27
3.13 Price.....	28
3.14 Assignments.....	28
3.15 Sub contracts.....	28
3.16 Termination for default.....	28
3.17 Liquidated damages.....	29
3.18 Resolution of Disputes.....	29
3.19 Language and law.....	29
3.20 Force Majeure.....	29

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- (a) **“The Contract”** means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) **“The Contract Price”** means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) **“The Procuring entity”** means the organization purchasing the services and materials under this Contract.
- (d) **“The Tenderer”** means the individual or firm supplying the Goods and services under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

3.3 Country of Origin

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

3.4 Standards

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

3.5 Use of Contract Documents and Information

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

3.6 Patent Rights

- 3.6.1 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 Goods or any part thereof in the Procuring entity's country

3.7 Performance Security

- 3.7.1 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.
- 3.7.2 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.
- 3.7.3 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.

3.7.4 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

3.8 Inspection and Tests

3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. 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.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.

3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.10 Delivery and Documents

3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.11 Insurance

3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.12 Payment

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

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

3.13 Prices

3.13.1 Prices charged by the tenderer for goods delivered and 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.

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

3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

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

3.14. Assignment

3.14.1 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

3.15 Subcontracts

3.15.1 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

3.16 Termination for default

3.16.1 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

- (a) If the tenderer fails to deliver all or part of the project within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
- (b) If the tenderer fails to perform any other obligation(s) under the Contract
- (c) If the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.17 Liquidated Damages

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

3.18 Resolution of Disputes

3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

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

3.20 Force Majeure

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
42. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	<i>Performance Guarantee - Bankers Cheque of 10% of Contract Sum</i>
3.12.1	<i>Payment – Cheque or electronic funds transfer(as it shall be specified in the contract document)</i>
3.18.1	<i>Dispute resolution - Amicable</i>

SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

- 5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply
- 5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.4 The tenderers are requested to present information along with their offers as follows:
- (i) Shortest possible delivery period of each product
 - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

COUNTY GOVERNMENT OF VIHIGA



TRANSPORT AND INFRASTRUCTURE
P O BOX 344-50300
MARAGOLI

BILL OF QUANTITIES

FOR

PROPOSED MECHANICAL WORKSHOP IN VIHIGA COUNTY

ISSUED BY:
CHIEF OFFICER
DEPARTMENT OF T & I
P. O. BOX 344- 50300
MARAGOLI.

PREPARED BY:
COUNTY WORKS OFFICE
DEPARTMENT OF T & I
P. O. BOX 344 - 50300
MARAGOLI.

NOVEMBER, 2017
BILL NO.1

MEASURED WORKS

ELEMENT NO.1 - SUBSTRUCTURE

ITEM	DESCRIPTION	QTY	UNIT	RATE	SHS	CTS
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	(All Provisional)					
A	<u>Site clearance.</u> Clear the site of all bushes, shrubs, undergrowth and the like, grab up their roots and burn the arising or dispose as directed.	325	SM			
B	<u>EXCAVATIONS</u> Excavate to remove top vegetable soil average 300mm deep commencing from ground level.	248	SM			
C	Excavate for column pit 1200mm deep but not exceeding 1.5m deep commencing from reduced level.	38	CM			
D	Excavate for trench commencing 300mm deep below ground level but not exceeding 1.5m deep.	42	CM			
E	Extra over excavation for excavating in rock.	31	CM			
F	Allow for plunking and strutting to uphold the sides of excavations.		ITEM			
G	Allow for keeping excavated material free from water by either pumping or bailing.		ITEM			
H	<u>CONCRETE WORKS</u>	56	SM			
J	<u>BLINDING</u> 50mm thick concrete blinding (1:4:8) in foundation trench.	35	SM			
	Ditto but in column bases.					
	Total Carried to Collection					
				Ksh.		

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Pg/01

ITEM	DESCRIPTION	QTY	UNIT	RATE	SHS	CTS
A	<u>Vibrated reinforced concrete (1:2:4) as described in:</u> 200mm thick in foundation trench	14	CM			
B	Column bases	9	CM			
C	columns	5	CM			
D	150mm thick in floor slab.	276	SM			
	<u>STEEL REINFORCEMENT</u>					
	<u>Supply and fix bar/rod reinforcement including bending hooks, tying wire, cutting spacers and supporting all in position as described</u>					
E	<u>High tensile bars in:</u>	205	KGS			
F	10mm diameter bars in foundation trench	140	KGS			
G	Ditto but 8mm diameter bars	515	KGS			
H	16mm diameter bars in column bases	342	KGS			
J	Ditto but in columns	81	KGS			
K	8mm diameter in columns					
	<u>FOUNDATION WALLING</u>					
L	200mm thick quarry stone walling bedded and jointed in cement and sand (1:3) mortar and reinforced with hoop iron in every alternate course.	115	SM			
		276	SM			
	<u>HARDCORE</u>					
M	250mm thick approved hardcore filling including leveling, consolidating and/or hand packing.	276	SM			
	<u>MURRAM BLINDING</u>					
	50mm thick layer of murrum or other equal and approved blinding to the surface of hardcore rolled smooth to receive polythene sheet.					
	Total Carried to Collection					
				Ksh.		

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Pg/02

ITEM	DESCRIPTION	QTY	UNIT	RATE	SHS	CTS
A	<u>INSECTICIDE TREATMENT</u> "Termidor" or other equal and approved chemical treatment to murrum blinding applied in accordance with the manufacturer's instructions.	276	SM			
B	<u>POLYTHENE SHEET</u> 1000gauge polythene or equal and approved damp proof membrane laid over blinding (Measured nett – allow for laps)	276	SM			
C	<u>MESH REINFORCEMENT</u> Fabric mesh reinforcement to B.S 4483 Ref: A142 including laps, tying wires and spacer blocks complete (measured nett – allow for laps)	276	SM			
D	<u>FORMWORK</u> <u>Sawn formwork as described to:</u> Edges of floor slabs 75 – 150mm girth.	120	LM			
F	<u>RENDERING</u> 12mm thick cement and sand (1:3) mortar wood float render to plinth area.	38	SM			
G		38	SM			
H	Prepare and apply three coats of black bitumastic paint to rendered surfaces.					
J	<u>BACKFILLING</u> Return, fill and ram excavated materials around column bases.	35	CM			
K	Ditto but around foundation trenches					
	Load, wheel and cart away from site surplus	25	CM			

	excavated materials and deposit in approved dumping area. Carried to Collection			Ksh.		
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Pg/03

ITEM	DESCRIPTION	QTY	UNIT	RATE	SHS	CTS
A	PAVING SLABS 600 x 600 x 30mm precast concrete paving slabs on compacted murrum bed, 50mm fine sand blinding and haunching along the edges of the slabs. Total Carried to Collection	100	SM	Ksh.		
	<u>Collection</u> Brought from page – Pg/01 Brought from page – Pg/02 Brought from page – Pg/03 Brought from above			Ksh.		

	Total For Substructure Works Carried To Summary...					
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Pg/04

ELEMENT NO.2 - WALLING

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ITEM	DESCRIPTION	QTY	UNIT	RATE	SHS	CTS
	<u>External wall</u>					
A	<u>Natural quarry stone or other equal and approved chiseled and dressed bedded and jointed in cement and sand (1:3) mortar mix reinforced with hoop iron in every alternate course.</u> 200mm thick	310	SM			
B	200mm thick ditto on 2No. gable sides	9	SM			
C	<u>Horizontal damp proof course; one layer of 3-ply bituminous felt or other equal and approved (measured nett – allow for laps)</u> 200mm wide leveled and bedded in cement and sand (1:3) mortar under walls.	75	LM			
D	<u>INTERNAL WALL</u> 200mm thick quarry stone walling bedded and jointed in cement and sand (1:3) mortar.	180	SM			
	<u>REINFORCED CONCRETE SUPERSTRUCTURES</u>					
E	<u>Vibrated reinforced concrete (1:2:4) class 20-20mm as described in:</u>	15	CM			
F	Ring beam columns	10	CM			
	<u>REINFORCEMENT</u>					
G	<u>High tensile reinforcement bars as described in:</u>	402	KGS			
H	<u>Ring beam</u> 16mm diameter bottom bars	252	KGS			
J	12mm diameter middle top bars	510	KGS			
K	20mm diameter bars	297	KGS			
L	8mm diameter bars	1,315	KGS			
M	<u>Columns</u> 16mm diameter bars	345	KGS			
N	8mm diameter bars	300	SM			
O	<u>Sawn formwork as described in:</u>	250	SM			

Ring beam				Ksh.		
columns						
Total For Walling Carried to Summary.....						

Pg/05

ELEMENT NO.3 – ROOFING

ITEM	DESCRIPTION	QTY	UNIT	RATE	SHS	CTS
	<u>All timber to be sawn cypress G.S grade seasoned to an equilibrium moisture content of between 9% and 15% and to the requirements of K.S 02771 of 1991 treated with approved wood preservative.</u>					
	<u>The following in 19n° nailed timber trusses spanning clear 9200mm (average) height 1000mm including hoisting and placing 7000mm above floor slab level.</u>					
A	100 x 50mm wall plate on and including 10mm cement and sand (1:4) mortar bed secured to reinforced concrete ring beam.	60	LM			
B	150 x 50mm tie beam	230	LM			
C	150 x 50mm rafters	214	LM			
D	150 x 50mm rafters	320	LM			
E	75 x 50mm purlins	168	LM			
F	100 x 50mm struts and ties	80	LM			
G	225 x 25mm fascia board. <u>COVERING</u> Gauge 28 pre-painted roofing sheets laid on 75 x 50mm purlins 1.5m centre to centre.	300	SM			
H	<u>PAINTING</u> <u>Knot prime stop and apply one undercoat and two finishing coats of gloss oil paint to:</u> General surfaces of wood 200 – 300mm girth	80	LM			
	Total Carried To Collection.....				Ksh.	

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Pg/06

ITEM	DESCRIPTION	QTY	UNIT	RATE	SHS	CTS
	<u>RAINWATER DISPOSAL</u>					
A	150mm diameter PVC rain water gutter fixed to fascia board with gutter holders	30	LM			
B	Extra over forming 100mm diameter outlet	2	NO			
C	Extra over for swan neck offset in pipe diameter	2	NO			
D	100mm diameter gauge 28 down pipe fixed to wall with approved brackets at approximate 1.0 c/c	15	LM			
	Allow for testing the whole of the rain water disposal installation to the satisfaction of the architect and replacing any defective work.		ITEM			
	Total Carried To Collection.....			Ksh.		
	<u>COLLECTION</u>					
	Brought from page - Pg/06					
	Brought from above			Ksh.		

Total For Roof Construction Carried To
Summary.....

Pg/07

ELEMENT NO.4 - WINDOWS

ITEM	DESCRIPTION	QTY	UNIT	RATE	SHS	CTS
	<u>WINDOWS</u>					
A	<u>Purpose made casement window with section framing including all coping mullions e.t.c and complete with bronze handles and other iron monger and 12mm mild steel round bars, all factory primed with red oxide primer including cutting and pinning, fixing logs to masonry walls bedded in cement sand mortar.</u> 1500 x 1200mm high window.	3	NO			
B	<u>GLAZING</u> 4mm thick clear sheet glass in panes 0.1 – 1.0 square metres with approved metal putty	6	SM			
C	<u>PAINTING</u> Prepare and apply one undercoat and two coats of gloss oil paint to general surfaces of metal 0-100mm girth.	50	LM			
	Total For Windows Carried To Summary.....				Ksh.	

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Pg/08

ELEMENT NO.5 – DOORS

ITEM	DESCRIPTION	QTY	UNIT	RATE	SHS	CTS
A	<u>Fabricate, deliver and install the following purposed made steel casement doors obtained from an approved manufacturer primed with red oxide primer before delivery to site complete with hinges, handles, latches e.t.c</u> “Double leaf” steel casement door overall size 1800 x 2400 mm high consisting of two equal leaf each size 850 x 2400mm high, one top fanlight size 1600 x 300mm high.	2	NO			
B	Single leaf casement door overall size 900 x 2400mm high consisting of one top fanlight size 900 x 300mm high.	3	NO			
C	<u>CLEAR SHEET GLASS</u> 4mm clear sheet glass to metal doors with metal putty in panes exceeding 0.1m but not exceeding 0.5square meters.	2	SM			
D	Prepare and apply one undercoat and two coats of gloss oil paint to general surfaces of metal door internally and externally	12	SM			
	Total For Doors Carried To Summary.....				Ksh.	

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Pg/09

ELEMENT NO.6 - FINISHES

ITEM	DESCRIPTION	QTY	UNIT	RATE	SHS	CTS
A	<u>EXTERNAL WALLS</u> Horizontal key	300	SM			
B	<u>INTERNAL WALLS</u> 12mm thick cement sand lime plaster with steel trowelled finish to 200mm thick stone walling.	510	SM			
C	<u>PAINTING</u> <u>Prepare and apply one undercoat and two finishing coats of plastic emulsion paint on:</u> Plastered wall surfaces	510	SM			
D	<u>FLOOR</u> <u>Grouted red cement sand screed (1:4) as described in:</u>	260	SM			
E	25mm thick cement and sand (1:3) laid on core bed	260	SM			
F	Terrazzo finish on floor complete with dividing strips in colours directed by the architect on site	115	LM			
G	100 x12mm ditto skirting	90	SM			
H	<u>RING BEAM</u>	90	SM			

	12mm thick cement and sand plaster (1:3) on ring beam surfaces Painting to plastered ring beam surfaces Total Carried To Collection			Ksh.		
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Pg/10

ITEM	DESCRIPTION	QTY	UNIT	RATE	KSH.	CTS
A	<u>BRANDERING</u> 150 x 50mm brandering 500 x 500mm center to center covering office, store and computer room section.	155	LM			
B	50mm thick boarding	35	SM			
C	<u>RAMP</u> 25mm thick cement and sand (1:3) laid on core bed.	23	SM			
D	Terrazzo finish on floor surface of ramp complete with dividing strips in colours directed by the architect on site.	23	SM			
	<u>METAL STAIRCASE</u>					
	<u>Fabricate metal staircase on site primed with red oxide primer including welding</u>					
E	75 x 50mm SHS steel tubes	18	LM			
F	50 x 50mm SHS steel tubes	15	LM			
G	25 x 25mm SHS steel tubes	35	LM			
H	6mm thick steel plate	15	SM			
J	<u>INSPECTION PIT</u> 150mm thick mass concrete mix (1:3:5)	9	SM			
K	<u>WALLING</u> 200mm thick quarry stone walling	21	SM			
L	12mm thick cement and sand (1:3) mortar backing to receive ceramic tile	33	SM			
M	300 x 300 x 6mm thick ceramic tiles.	33	SM			
	Total carried to collection				ksh.	
	<u>COLLECTION</u> Brought forward from page – Pg/10					
	Brought forward from above				Ksh.	
	Total for Finishes Carried to Summary					

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Pg/11

ITEM	DESCRIPTION	KSHS	CTS
	<u>SUMMARY</u>		
1	Element No.1. Substructure works from page Pg/04		
2	Element No.2. Walling from page Pg/05		
3	Element No.3. Roofing from page Pg/07		
4	Element No.4. Windows from page Pg/08		
5	Element No.5 Doors from page Pg/09		
6	Element No.6. Finishes from page Pg/11		
	Total carried to Grand Summary Ksh.		

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Pg/12

BILL No.2

P.C. AND PROVISIONAL SUMS

ITEM	P. C. AND PROVISIONAL SUMS	KSHS	CTS
A	Allow a provisional sum of Kenya shillings Two Hundred Thousand only for contingencies (misc.).	200,000	00
B	Allow a sum of Kenya Shillings Fifty Thousand only for Project Management.	50,000	00
C	Allow a provisional sum of Kenya Shillings Three Hundred and Fifty Thousand only for Electrical works.	350,000	00
D	Allow a provisional sum of Kenya Shillings Two Hundred and Fifty Thousand only for installation of "ROTO" tank 10,000 litres capacity complete with slab and necessary fittings.	250,000	00
	Total For P.C. And Provisional Sums Carried To Grand Summary..... Ksh.	850,000	00

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PC/01

GRAND SUMMARY

BILLS OF QUANTITIES FOR THE PROPOSED MECHANICAL WORKSHOP.					
ITEM	DESCRIPTION	CONTRACTOR'S USE		OFFICIAL USE	
		SHS	CTS	SHS	CTS
A.	Bill No.1 – Measured works from page Pg/12				
B.	Bill No.2 – Pc and Provisional Sums from page – Pc/01				
	SUB-TOTALKsh				
	Add 16% – V.A.T. Ksh.				
	TOTAL CARRIED TO FORM OF TENDERKSH.				

AMOUNT IN WORDS:

.....

CONTRACTOR'S FIRM:

.....

ADDRESS:

.....

SIGNATURE:

.....

DATE:

.....

.....

CLIENT'S NAME:

.....

ADDRESS:

.....

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SIGNATURE:

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DATE:

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WITNESS:

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SIGNATURE:

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ADDRESS:

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DATE:

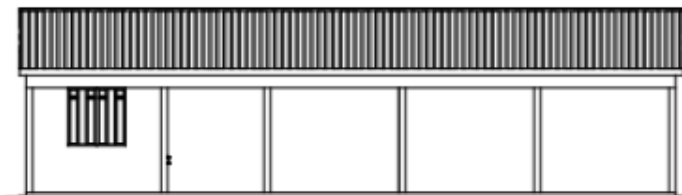
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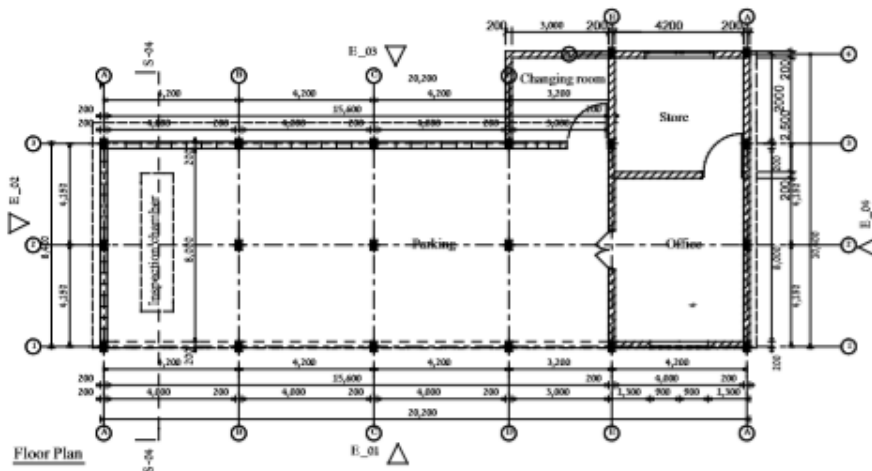
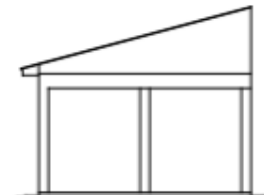
G.S.



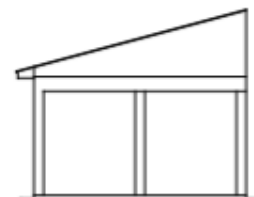
Elevation 01



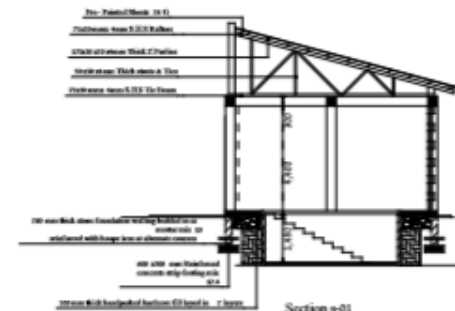
Elevation 03



Floor Plan



Elevation 04



Section 01

Drawn by:	ARCHI WORKING DRAWING	
Drawn by:	J. M. GILBERTA	Drawn by:
Scale:	1:200	DATE:
	13/10/2018	MAY 2019

Client:	MINISTRY OF TRANSPORT AND INFRASTRUCTURE P.O. Box 346 - 50300 Maragocj
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Client:	MINISTRY OF TRANSPORT AND INFRASTRUCTURE P.O. Box 346 - 50300 MARAGOCJ
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Job No.:	PROPOSED MECHANICAL WORKSHOP
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ITEM	DESCRIPTION	QTY	NO.
01	Thick Lead Specialized Steel Door	150	30,450
02	Thick Glass With Specialized Acrylic Vents At Top	600	30,450
03	Steel Casement Windows	2,200	8,200
04	Steel Casement Windows	150	2,200

ITEM	DESCRIPTION	QTY	NO.
	Vertical Casement Windows	400	500

NOTES
1. All dimensions are shown in mm unless otherwise specified.
2. Drawings are not to be scaled, only figured dimensions to be used.
3. The Contractor must check and verify all dimensions on site before commencement of any work.

In case of discrepancies between the unit cost and total cost the unit cost shall prevail

Tenderer's signature:

Date

Tenderer's official stamp

8.1 FORM OF TENDER

Date _____

Tender No. _____

To: _____

[Name and address of procuring entity]

Gentlemen and/or Ladies:

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

2. We undertake, if our Tender is accepted, to deliver the project, the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).

4. 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.

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

6. 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 an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

<p>Part 1 – General:</p> <p>Business Name</p> <p>Location of business premises.</p> <p>Plot No..... Street/Road</p> <p>Postal Address Tel No. Fax E mail</p> <p>Nature of Business</p> <p>Registration Certificate No.</p> <p>Maximum value of business which you can handle at any one time – Kshs.</p> <p>Name of your bankers Branch</p>																																		
<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full Age</p> <p>Nationality Country of origin</p> <ul style="list-style-type: none"> • Citizenship details • 																																		
<p>Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 30%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 15%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>						Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.					
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1.																														
2.																														
3.																														
4.																														
<p>Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company-</p> <p style="padding-left: 20px;">Nominal Kshs.</p> <p style="padding-left: 20px;">Issued Kshs.</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 15%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>						Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.	5.
	Name	Nationality	Citizenship Details	Shares																														
1.																														
2.																														
3.																														
4.																														
5.																														
<p>Date Signature of Candidate</p>																																		

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

8.3 TENDER SECURITY FORM

Whereas [name of the tenderer]
(Hereinafter called “the tenderer”) has submitted its tender dated
..... [date of submission of tender] for the construction, installation
and commissioning of[name and/or description of the
project](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:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the 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 tender 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.

[signature of the bank] _____
(Amend accordingly if provided by Insurance Company)

8.4 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
tenderer*] of [*city and country of tenderer*] (hereinafter called “the tenderer”) of the
other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - (a) The Tender Form and the Price Schedule submitted by the tenderer
 - (b) The Schedule of Requirements
 - (c) The Technical Specifications
 - (d) The General Conditions of Contract
 - (e) The Special Conditions of contract; and
 - (f) The Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

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

Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of _____

(Amend accordingly if provided by Insurance Company)

8.5 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 goods]
(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 figure] 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 you 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 _____

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.8 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

8.9 FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) ofdated the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

I/We.....the above named Applicant(s), of address: Physical address.....Fax No.....Tel. No.....Email, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

- 1.
 - 2.
- etc.

By this memorandum, the Applicant requests the Board for order/orders that: -

- 1.
- 2.

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of20.....

SIGNED

Board Secretary

MANDATORY REQUIREMENTS.

Submit the following documents

1. A copy of certificate of registration
2. Bid bond of value 2% of tenderer's contract sum(original and copy)
3. Valid National Construction Authority(N.C.A.) certificate (building and civil Works, category 7 and above)
4. Valid tax compliance certificate
5. Must submit a copy of company registration Certificate(CR 12)
6. Must submit a correctly filed, signed and stamped form of tender in the format provided
7. Must fill confidential business questionnaire(indicate all the directors and respective shares) in the format provided
8. Dully signed sworn Anticorruption affidavit.
9. Submit a statement in the bidder's letter head that the company is not insolvent, in receivership, bankrupt or in the process of wound up.
10. Submit a site visit certificate.
11. Provide proof of works of similar magnitude and completed undertaken in the last two years (N/A to 30% AGPO groups)
12. Must provide proof a sound financial standing and adequate access to bank Credit Line.
13. Must submit a copy of K.R.A. PIN Certificate.

TENDERERS WILL BE EVALUATED ON A BALANCE BETWEEN TWO STAGES AS INDICATED BELLOW;

1. **MANDATORY REQUIREMENTS (MR)**; at this stage, each MR(Mandatory Requirement)met by the tenderer shall earn 7.692%.A tenderer who shall get less than 76.92% out of 100% of submitted Mandatory Requirements shall be eliminated from the entire evaluation process and will not be considered further
2. **FINANCIAL EVALUATION**; The formulae for determining the financial score (FS) shall be as follows; $FS=100X \frac{FM}{F}$ and where FS is the financial score; FM is the comparative offer of the most favorable tender offer. F is the comparative offer of tender offer under consideration. 100 is the maximum possible number of tender evaluation points awarded for the financial offer. At this stage the bidder that shall score the highest points shall be considered further, and the rest shall be eliminated from the evaluation process

No.	REQUIREMENTS	BIDDERS								
		7.692% (Percentage Per MR)	No.	No.	No.	No.	No.	No.	No.	No.
MR1	Must submit a copy of certificate of Registration/incorporation									
MR2	Must submit a copy of valid tax compliance certificate									
MR3	Submit a statement in the bidder's letter head that the company is not insolvent, in receivership, bankrupt or in the process of wound up									
MR4	Must submit a correctly filled, stamped and signed form of tender in the format provided									
MR5	Submit a copy of valid National Construction Authority certificate(N.C.A. Building and Civil Works, category 7 and above)									
MR6	Must attach a copy of Preference and reservations certificate from AGPO where necessary.									
MR7	Must provide proof of works of similar magnitude and completed undertaken in the last two years(N/A to 30% AGPO groups)									
MR8	Must submit a dully filled up confidential business Questionnaire in format provided(indicate all the directors and their respective shares)									
MR9	Must submit a site visit certificate									
MR 10	Must submit a bid bond of Value 2% of Tenderer's contract sum(original & copy)									
MR 11	Must provide proof of a sound financial standing and adequate access to bank Credit Line.									
MR 12	Must submit a copy Company registration Certificate(C.R. 12)									
MR 13	Must submit a copy of K.R.A. PIN Certificate									
TOTAL		99.996%								

S/no.	bidders				
	No.	No.	No.	No.	No.
FINANCIAL SCORE(FS)					

FINANCIAL EVALUATION

The formula for determining the financial score (FS) shall be as follows;

$$FS=100 \times FM/F.$$

WHERE

- i. FS=Financial Score
- ii. FM= The comparative offer of the most favorable tender offer
- iii. F= The comparative offer of tender offer under consideration
- iv. 100 = Maximum possible number of tender evaluation points awarded for the financial offer.

N.B. At this stage the tenderer that will score the highest number of points shall be considered further and the others shall be eliminated from further consideration.