

REPUBLIC OF KENYA
COUNTY GOVERNMENT OF UASIN GISHU



WATER, ENVIRONMENT, NATURAL RESOURCES, TOURISM AND WILDLIFE
MANAGEMENT

TENDER NO: CGU/ENV/T/04/2020-2021

FOR

NEGOTIATION NO 845293

TENDER DOCUMENT: CONSTRUCTION OF WATER WORKS AT SUGUTEK
WATER PROJECT

INSTRUCTION TO TENDERERS

CONDITIONS OF CONTRACT

STANDARD FORMS

SPECIFICATIONS

DRAWINGS

BILLS OF QUANTITIES

CLOSING DATE: 11TH FEBRUARY 2021 AT 10:30 AM

**CHIEF OFFICER
WATER,
ENVIRONMENT, NATURAL
RESOURCES, TOURISM AND
WILDLIFE MANAGEMENT,
UASIN GISHU COUNTY,
P.O BOX 40-30100,
ELDORET**

**COUNTY SECRETARY,
UASIN GISHU COUNTY,
P.O BOX 40-30100,
ELDORET**

COUNTY GOVERNMENT OF UASIN GISHU

INVITATION FOR BIDS

TENDER No: CGU/ENV/T/04/2020-2021

DATE: 28th JAN 2021

**TENDER NAME: CONSTRUCTION OF WATER WORKS AT SUGUTEK WATER
PROJECT IN SEGERO BARSOMBE**

- 1.1 Uasin Gishu County invites sealed quotation from the list of prequalified water works contractors for construction of Sugutek Water Project (Segero-Barsombe Ward).
- 1.2 The invited contractors may obtain further information from and inspect the tender documents at the Uasin Gishu County Hall Room 19 during normal office working hours.
- 1.3 A complete set of tender documents may be downloaded free of charge by from IFMIS tender portal: www.supplier.treasury.go.ke as per the notification in your email.
- 1.4 Prices quoted should be net inclusive of all taxes, and must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.
- 1.5 Completed tender documents must be submitted through the IFMIS portal www.treasury.go.ke as per requirements contained in the document so as to be received on or before the date and time indicated in the IFMIS.
- 1.6 Completed tender documents must be submitted through the IFMIS portal www.treasury.go.ke as per requirements contained in the document so as to be received on or before **11th February 2021 at 10.30am** indicated in the IFMIS. All bid documents must be paginated in the format (1, 2, 3, 4....)

- 1.7 The Tender will be closed automatically as per the date and time indicated in the system and will be opened and projected on the screen immediately thereafter in the presence of the Tenderers or candidates representatives who choose to attend at the County Hall Eldoret.

COUNTY HEAD OF SUPPLY CHAIN MANAGEMENT

FOR: CHIEF OFFICER - WATER, ENVIRONMENT, NATURAL RESOURCES, TOURISM AND WILDLIFE
MANAGEMENT,

COUNTY GOVERNMENT OF UASIN GISHU

SECTION A: INSTRUCTIONS TO TENDERERS

1.0 General

1.1 The County Government of Uasin Gishu invites Tenders for Works as described in this` bid document.

The works are to be executed within the Uasin Gishu County.

The successful bidder will be expected to complete the Works within the contract period as inserted in the Form of Bid and maintain the works for a period of Six (6) months thereafter.

1.2 Bidders shall submit the following information and documents together with their bids:

MUST Upload certificate of Company Registration/Incorporation/ Business name

MUST be prequalified in Uasin Gishu County for Water Works.

MUST Proof Registration as a contractor eligible to undertake water works with relevant Authority (i.e. NCA 6 7 and 8).

MUST upload Valid Tax compliance certificates.

MUST upload Submission in the right Format (All forms filled, signed and stamped).

MUST upload Current CR12 certificate.

Failure to provide any or all of the above information will render the bid to be considered as non-responsive resulting to its rejection.

1.3 The bidder shall bear all costs associated with the preparation and submission of his bid, and the employer will in no case be responsible or liable for those costs.

Bidders may seek for clarifications during normal working hours at the office of the Chief Officer, at the Water and Environment Office. All clarifications sought must be in writing. The County Engineer will respond to all clarifications sought at least Five (5) days before the opening of bids. Clarifications will be sent to all potential bidders without disclosing the source or person seeking for clarification.

1.4 The bidder, at the bidder's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for execution of the Works. Bidders shall bear the costs of visiting the site.

1.5 There will be no organised site visit.

1.6 Successful bidder is expected to hire 80% of the proposed labour force from within the project area.

2.0 Bid Documents

- 2.1 Complete set of bid document comprises the documents listed here below and any addenda issued in accordance with Clause 2.4 here below: -
- (a) These Instructions to Bidders
 - (b) Form of Bid
 - (c) Conditions of Contract and Appendix to Conditions of Contract
 - (d) Specifications
 - (e) Drawings
 - (f) Bills of Quantities
 - (g) Other materials requiring completion and submission in accordance with these Instructions and Conditions of Contract
 - (h) Any other document issued by either party and mutually accepted.
- 2.2 The bidder shall examine all instructions, forms and specifications in the bid documents. **Failure to furnish all information required as per bid documents shall result in rejection of his bid.**
- 2.3 A Tenderer requiring any clarification of the Tender documents may notify the Employer in writing or by electronic means at the address indicated in the letter of Invitation to Tender. The Employer shall respond to any request for clarification received earlier than seven days prior to the deadline for submission of Tenders. Copies of the Employer's response will be forwarded to all persons issued with Tender documents, including a description of the inquiry, but without identifying its source.
- 2.4 Before the deadline for submission of Tenders, the Employer may modify the Tender documents by issuing addenda. Any addenda thus issued shall be part of the Tender documents and shall be communicated in writing or by electronic means to all Tenderers. Tenderers shall acknowledge receipt of each addendum in writing to the Employer.
- 2.5 The Employer may extend, as necessary, the deadline for submission of Tenders in accordance with paragraph 4.5 below, to take account of any addenda issued.

3.0 Preparation of Bids

- 3.1 All documents relating to the bid and any correspondence shall be in English Language.
- 3.2 The bid submitted by the bidder shall comprise the following: -
- (a) The Bid
 - (b) Priced Bill of Quantities
 - (c) Any other information requiring completion and submission by bidders.
- 3.3 The bidder shall fill in rates and prices for all items of the Works described in the Bills of Quantities. Items for which no rate or price is entered by the bidder will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bills of Quantities. All duties, taxes and other levies payable by the Contractor under the Contract, as of 30 days prior to the deadline for submission of bids, shall be included in the bid price submitted by the bidder.

- 3.4 The rates and prices quoted by the bidder shall not be subject to any adjustment during the performance of the Contract.
- 3.5 All unit rates and prices shall be in Kenya Shillings only.
- 3.6 Bids shall remain valid for a period of **120 days** from the date of submission. However in exceptional circumstances, the employer may request that bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing.
- 3.7 The bidder shall prepare one **ORIGINAL AND A COPY** of the documents comprising the bid documents as described in these Instructions to Bidders.
- 3.8 The original shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the Tenderer who shall initial all pages of the Tender where alterations or additions have been made.
- 3.9 Bidders shall satisfy themselves that the bid documents are complete.

4.0 Submission of Bids

- 4.1 The bid duly filled and sealed in an envelope shall: -
 - (a) Be addressed to the employer at the address provided in the "Invitation to Bid";
 - (b) Bear the name and identification number of the Bid as defined in the Invitation to Bid; and
 - (c) Provide a warning not to open before the specified time and date for bid opening.
- 4.2 Bids shall be delivered to the employer at the address specified above not later than the time and date specified in the "Invitation to Bid".
- 4.3 The bidder shall not submit any alternative offers unless they are specifically required in the bid documents.

Each bidder shall be allowed to submit only one bid. Any bidder who fails to comply with this requirement will be disqualified.
- 4.4 Any bid received after the deadline for opening of bids shall be automatically rejected.
- 4.5 The employer may extend the deadline for submission of bids by issuing an addendum.

5.0 Bid opening and Evaluation

- 5.1 The bids will be opened in the presence of the Bidders' representatives who choose to attend at the time and in the place specified in the "Invitation for Bids".

- 5.2 The employer as he may consider appropriate, will announce the bidders' names, the total amount of each bid and the completion period as stated in the Form of Bid and such other details as he may consider necessary at the opening. The employer will also prepare minutes of the bid opening, including the information disclosed to those present.
- 5.3 Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of the Contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the employer's officials carrying out the evaluation process shall result in the rejection of his bid.
- 5.4 Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:
- (a) Where there is a discrepancy between the amount in figures and the amount in words, the amount in words shall prevail.
 - (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the evaluating officials, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.
 - (c) In the event of a discrepancy between the Bid Amount as stated in the Form of Bid and the Corrected Bid Figure in the Main Summary of the Bill of Quantities, the lesser of the two (the Bid Amount as stated in the Form of Bid and the Corrected Bid Figure) shall prevail.
 - (d) The Error Correction Factor shall be computed by expressing the difference between the Bid Amount as stated in the Form of Bid and the Corrected Bid Sum as a percentage of the Corrected Builder's Work (i.e. Corrected Bid Sum less Prime Cost (P.C.) and Provisional Sums (P.S.)).
 - (e) The Error Correction Factor shall be applied to all Builders' Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.
 - (f) The amount stated in the bid will be adjusted in accordance with the above procedure for the correction of errors and with concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, the bid may be rejected and the second lowest bidder as evaluated shall be awarded.
- Note:** By virtue of the Bidder signing the Form of Bid in the Bid Document as submitted implies that the bidder has accepted the procedure as stated above for correction of errors.*
- 5.5 To assist in the examination, evaluation and comparison of bids, the employer at his discretion, may request [in writing] any Bidder for clarification of the bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex or facsimile but no change in the bid price or substance of the bid shall be sought, offered or permitted.

5.6 The bidder shall not influence the employer on any matter relating to his bid from the time of the bid opening to the time the Contract is awarded. Any effort by the bidder to influence the employer or his employees in his decision on bid evaluation, bid comparison or Contract award shall result in the rejection of the bid.

6.0 Award of Contract

- 6.1 The award of the Contract will be made to the bidder who has offered the lowest evaluated bid price.
- 6.2 Notwithstanding the provisions of Clause 6.1 above, the employer reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids at any time prior to the award of Contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the action.
- 6.3 The bidder whose bid has been accepted will be notified of the award prior to expiration of the bid validity period in writing or by facsimile. This notification (hereinafter and in all Contract documents called the "Letter of Acceptance") will state the sum [hereinafter and in all Contract documents called the "Contract Price" which the employer will pay the Contractor in consideration of the execution, completion period and maintenance period of the Works by the Contractor as prescribed by the Contract. The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the employer with a letter of acceptance and any other information the employer may decide before signing the Contract Agreement.
- 6.4 The Contract Agreement will incorporate all agreements between the employer and the successful Bidder. It will be signed by the employer and sent to the successful bidder, within 30 days following the notification of award.

SECTION B-EVALUATION CRITERIA

PRELIMINARY (MANDATORY) EVALUATION CRITERIA

S/NO	REQUIREMENT	Y/N
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MR1	MUST upload certificate of Company Registration/Incorporation/ Business Name	
MR2	MUST Upload Proof of Registration as a contractor eligible to undertake water works with relevant Authority (i.e. NCA 6 7and8);	
MR3	MUST upload Valid Tax compliance certificates;	
MR4	MUST Submission in the right Format (All forms filled, signed and stamped)	
MR5	MUST upload Current CR12 certificate	
MR6	The following contractors shall be considered none responsive (a) A contractor who has been served with default notice from ongoing project (b) A contractor who has been terminated in previous contract (c) A contractor whose contract is behind scheduled without an approved extension of contract time (d) A contractor who has more than TWO contracts with the county Government of Uasin gishu	
M7	Upload sworn statement from commissioner of oath declaring the following: (a) The firm has not been debarred from participating in any public procurement by PPRA. (b) No person related to the firm has any spouse or children working at Uasin Gishu county (c) The firm has never been engaged in any unethical, corrupt, collusive or fraudulent activities in public procurement matters (d) The firm has never been declared bankrupt, insolvent or under receivership (e) The firm has no pending litigation issues for at least five years from to date	
M8	NO Firm shall be considered for more than TWO contracts	
MR9	Upload bid bond of Kenya shilling200,000.00	

NOTE: Failure to meet any of the above requirement will render the bidder non- responsive.

TECHNICAL EVALUATION AND QUALIFICATION CRITERIA

NO	REQUIREMENT	REQUIRED REFERENCE TO BE SUBMITTED IN TENDERING FORMS FROM TENDER FOR EVALUATION AS INDICATED IN THE DOCUMENT,	MAX SCORE
1.	Equipment holding	<ul style="list-style-type: none"> • Prove of ownership or lease agreement and hire of the following equipment: <ul style="list-style-type: none"> (i) Tipper/Lorry/Canter (4marks) (ii) Backhoe/ excavator (4 marks) (iii) Concrete mixer& Vibrator (4 marks) (iv) Pick-up(2marks) (v) Water bowser (2marks) (attach logbooks or lease agreement or hire agreement). 	16
2	Financial capability	<ul style="list-style-type: none"> • Upload Certified Bank statement for the last 12 months ending 31st December 2020 	24
3	Key personnel	<ul style="list-style-type: none"> (i).Technical Manager holding Degree in relevant Engineering field (attach C.V and Qualification Documents) (7marks). 	26

		(ii).At least one personnel holding Diploma in the relevant Engineering Field. (attach C.V and Qualification Documents) (7marks). (iii).At least 2No personnel holding Artisan certificate in the relevant Engineering. (attach C.V and Qualification Documents) (12marks).	
4	Past relevant Work experience	<ul style="list-style-type: none">• Provide proof of similar works done (attach LPO/LSO, award letter/completion certificate)	10
5.	Program of works	<ul style="list-style-type: none">• Upload a proposal for work plan superimposed with Resources (12marks) (Gantt chat or work- flow chat)	12
8	Work safety management	<ul style="list-style-type: none">• Upload proposal of Worker safety plan.(4marks)• Upload proposal of Accident prevention measures (4marks)• Upload an environmental management plan (4marks)	12
		TOTAL	100

All those bidders who shall attain **60 marks** and above marks shall proceed to financial evaluation.

FINANCIAL CRITERIA

Any bid price which is not within 10% margin of Engineers Estimated amount will be rejected and will not be subjected to further evaluation. The Proposed budget allocation is Kshs 10,594,484/=

SECTION C : CONDITIONS OF CONTRACT

PART I: GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract are the FIDIC Short Form of Contract, First Edition, 1999, published by the International Federation of Consulting Engineers (FIDIC).

The General Conditions of Contract are linked with the Conditions of Particular Application, referred to as Part II, by the consecutive numbering of the Clauses, so that Part I and II together comprise the Conditions governing the rights and obligations of the Parties. In case of any inconsistency between the Conditions contained in Part I and those in Part II, the Conditions contained in Part II shall prevail.

The Tenderer is deemed to have read and fully complied with the General Conditions of Contract.

PART II: CONDITIONS OF PARTICULAR APPLICATION

The Conditions of Particular Application amplify the FIDIC Short Form of Contract so as to be, together, applicable to the Contract.

GENERAL PROVISIONS

1.0 Definitions

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

The “**Employer**” shall be the “County Government of Uasin Gishu administration, and is the party who employs the Contractor to carry out the Works.” represented by the “County Secretary, County Government of Uasin Gishu”.

The “**County secretary**” shall be “County Secretary, County Government of Uasin Gishu”.

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

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

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

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

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

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

“The Contractor’s Bid” is the completed bidding document submitted by the Contractor to the employer.

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

“Days” are calendar days; **“Months”** are calendar months as per Gregorian calendar.

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

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

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

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

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

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

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

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

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

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

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

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

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

2.0 Contract Documents

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

- (1) Agreement,
- (2) Letter of Acceptance,
- (3) Contractor’s Bid,
- (4) Conditions of Contract,
- (5) Specifications,
- (6) Drawings,
- (7) Bills of Quantities

3.0 Employer’s Representative’s Decisions

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

4.0 Works, Language and Law of Contract

4.1 The Contractor shall construct and install the Works in accordance with the Contract documents. The Works may commence on the Start Date and shall be carried out in accordance with the Program submitted by the Contractor, as updated with the approval of the Employer’s Representative, and complete them by the Intended Completion Date.

4.2 The ruling language of the Contract shall be English language and the law governing the Contract shall be the laws of the Republic of Kenya.

4.3 Performance Security

The Performance Security shall be valid until the date of issue of the Employer’s notice under sub-Clause 8.2 (Taking over Notice). The Employer shall return the Security to the Contractor within **30 days** thereafter.

A Performance Security in the form an Insurance Bond shall only be allowed from an Insurance Company approved by the Public Procurement Oversight Authority (PPOA) and in a Form also approved by the PPOA.

5.0 Safety, Temporary Works and Discoveries

- 5.1 The Contractor shall be responsible for design of temporary works and shall obtain approval of third parties to the design of the temporary works where required.
- 5.2 The Contractor shall be responsible for the safety of all activities on the Site.
- 5.3 Anything of historical or other interest or significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Employer's Representative of such discoveries and carry out the Employer's Representative's instructions in dealing with them.

6.0 Work Program and Sub-contracting.

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

7.0 The site

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

8.0 Instructions

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

9.0 Extension of Completion Date

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

Delay by: -

- (a) Force majeure, or

- (b) Reason of any exceptionally adverse weather conditions, or
- (c) Reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works, or
- (d) Reason of the Employer's Representative's instructions issued under these Conditions, or
- (e) Reason of the contractor not having received in due time necessary instructions, drawings, details or levels from the Employer's Representative for which he specifically applied in writing on a date which having regard to the date for Completion stated in the appendix to these Conditions or to any extension of time then fixed under this clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same, or
- (f) Delay on the part of artists, tradesmen or others engaged by the Employer in executing work not forming part of this Contract, or
- (g) Reason of delay by statutory or other services providers or similar bodies engaged directly by the Employer, or
- (h) Reason of opening up for inspection of any Work covered up or of the testing or any of the Work, materials or goods in accordance with these conditions unless the inspection or test showed that the Work, materials or goods were not in accordance with this Contract, or
- (i) Reason of delay in appointing a replacement of Employer's Representative, or
- (j) Reason of delay caused by the late supply of goods or materials or in executing Work for which the employer or his agents are contractually obliged to supply or to execute as the case may be, or
- (k) Delay in receiving possession of or access to the site.

10.0 Management Meetings

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

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

11.0 Defects

- 11.1 The Employer's Representative shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Employer's Representative may instruct the Contractor to search for a defect and to uncover and test any Work that the Employer's Representative considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor. However if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.
- 11.2 The Employer's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract.
- 11.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Employer's Representative's notice. If the Contractor has not corrected a defect within the time specified in the Employer's Representative's notice, the Employer's Representative will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

12.0 Bills of Quantities/Schedule of Rates

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

13.0 Variations

- 13.1 The Contractor shall provide the Employer's Representative with a Tender for carrying out the variations when requested to do so. The Employer's Representative shall assess the Tender and shall obtain the necessary authority from the Employer before the variation is ordered.
- 13.2 The Engineer shall not be permitted to issue Variations to a value greater than the Tender Sum without approval from the Procurement Entity. The limit of approved Variations shall be $\pm 15\%$ of the Tender Sum.
- 13.3 If the Work in the variation corresponds with an item description in the Bill of Quantities/Schedule of Rates, the rate in the Bill of Quantities/Schedule of Rates shall be used to calculate the value of the variation. If the nature of the Work in the variation does not correspond with items in the Bill of Quantities/Schedule of Rates, the Tender by the Contractor shall be in the form of new rates for the relevant items of Work.

- 13.4 If the Contractor's Tender is unreasonable, the Employer's Representative may order the variation and make a change to the Contract Price, which shall be based on the Employer's Representative's own forecast of the effects of the variation on the Contractor's costs.

14.0 Payment Certificates and Final Account

- 14.1 The Contractor shall be paid after each of the following stages of Work listed here below (subject to re-measurement by the Employer's Representative of the Work done in each stage before payment is made). In case of Lump Sum Contracts; the valuation for each stage shall be based on the quantities so obtained in the re-measurement and the rates in the Schedule of Rates.
- 14.2 Upon deciding that Works included in a particular stage are complete, the Contractor shall submit to the Employer's Representative his application for payment. The Employer's Representative shall check, adjust if necessary and certify the amount to be paid to the Contractor within 21 days of receipt of the Contractor's application. The Employer shall pay the Contractor the amounts so certified within 30 days of the date of issue of each Interim Certificate.
- 14.3 The Contractor shall supply the Employer's Representative with a detailed final account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer's Representative shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer's Representative shall issue within 21 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the Employer's Representative shall decide on the amount payable to the Contractor and issue a Final Payment Certificate. The employer shall pay the Contractor the amount so certified within 60 days of the issue of the Final Payment Certificate.
- 14.4 If the period laid down for payment to the Contractor upon each of the Employer's Representative's Certificate by the employer has been exceeded, the Contractor shall be entitled to claim simple interest calculated pro-rata on the basis of the number of days delayed at the Central Bank of Kenya's average base lending rate prevailing on the first day the payment becomes overdue. The Contractor will be required to notify the employer within 15 days of receipt of delayed payments of his intentions to claim interest.

15.0 Insurance

- 15.1 The Contractor shall be responsible for and shall take out appropriate cover against, among other risks, personal injury; loss of or damage to the works, materials and plant; and loss of or damage to property.
- 15.2 The Insurance cover shall be in joint names of both the Contractor and the Client.

16.0 Liquidated Damages

- 16.1 The Contractor shall pay liquidated damages to the Employer at the rate of 0.001 per cent of the Contract price per day for each day that the actual Completion Date is later than the Intended Completion Date except in the case of any of the occurrences listed under Clause 9.2. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

17.0 Completion and Taking Over

17.1 Upon deciding that the Work is complete the Contractor shall request the Employer's Representative to issue a Certificate of Completion of the Works, upon deciding that the Work is completed. The employer shall take over the Site and the Works within seven days of the Employer's Representative issuing a Certificate of Completion.

18.0 Termination

18.1 The employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to the following: -

- (a) The Contractor stops Work for 30 days continuously without reasonable cause or authority from the Employer's Representative;
- (b) The Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) The Employer does not affect payment the Contractor a certified payment by the Employer's Representative within 30 days after the expiry of the payment periods stated in Clauses 14.2 and 14.3 here above.
- (d) The Employer's Representative gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time.

18.2 If the Contract is terminated, the Contractor shall stop Work immediately, and leave the Site as soon as reasonably possible. The Employer's Representative shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site.

19.0 Payment Upon Termination

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

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

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

20.0 Corrupt Gifts and Payments of Commission

20.1 The Contractor shall not: -

- (a) Offer or give or agree to give to any person in the service of the employer any gifts or consideration of any kind as an inducement or reward for doing or for bearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with the employer or for showing or for bearing to show favour or disfavour to any person in relation to this or any other contract with the employer.
- (b) Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the Laws of Kenya.

21.0 Settlement of Disputes

21.1 Any dispute arising out of the Contract, which cannot be amicably settled, between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

SECTION D: STANDARD, SPECIAL AND GENERAL SPECIFICATIONS

STANDARD SPECIFICATION

The contract will be administered in accordance with the Standard Specification for Road and Bridge Construction, Ministry of Transport and Communications, 1986. This document may be examined at the office of the Chief Officer Roads Transport and public works, Public works 1st Floor, during the normal working hours.

SPECIAL SPECIFICATIONS

General

This special specification is supplementary to the Standard Specification and the two must be read in conjunction. In any case, where there appears to be conflict between the two then Special Specification will take precedence.

Location and Extent of the Works

The works are located within the Uasin Gishu County.

The works to be executed under the contract consist of assorted water works.

Compliance with Specifications

All materials, plant, labour and workmanship in and connected with the execution of the works shall be the best of their respective kinds without regard to any trade terms and the contractor shall comply in these and all other respects with the following clauses and shall carry out the contract in a proper and workmanlike manner and in strict accordance with the specifications and the Engineer's instructions.

Test Certificates

When the Contractor instructed by the Engineer shall submit certificates of Test from the suppliers of materials and goods to be used for contract to the Engineer.

Such certificates shall certify that the materials or goods concerned have been tested in accordance with requirements of the Specification and shall give the results of all the tests carried out. The Contractor shall provide adequate means of identifying the materials and goods delivered to the site with the corresponding certificates.

Approval of Suppliers

The contractor's attention is drawn to his obligations with regard to quality and delivery schedule of materials and goods obtained from his suppliers. Should the Engineer at any time be dissatisfied with any goods and materials intended for delivery to the Employer he shall be empowered to reject such goods and materials and shall order that others of acceptable quality replace them. The cost of removal and the new supplies shall all be borne by the contractor.

Specifications for Gravel Material (Murrum)

(a) Definition

Gravel is any materials whose composition shall be of lateritic gravel, quartzite gravel, calcareous grave, decomposed rock, soft stone, coral rag, clayey sands and crashed rock. It shall exclude vegetable matter loam, topsoil or clay.

(b) Sources of Material

The material shall be sourced from

1. Hardwares and pipe manufacturers
2. Borrow pits
3. Spoil Areas.
4. Excavation in cuttings

(c) Material grading

The material shall be that in composition such that it shall provide a smooth curve within and approximately parallel to the following envelope: -

Sieve mm	Percentage by weight passing
37.5	100
28	85 - 100
20	85 - 100
14	65 - 100
10	55 - 100
5	35 - 92
2	23 - 77
1	18 - 62
0.425	14 - 50
0.075	10 - 40

The material shall also conform to the following: -

CBR at 95% MDD (Modified AASHTO) and 4 days soak	Min 30
Los Angeles Abrasion	Max 50
Aggregate Crushing Value (ACV)	Max 35
Plasticity Index	Max 15
Plasticity Modulus	Max 25

Specification for Building Stone

All building stone shall be capable of withstanding when wet a crushing stress of 14 KN/m². The Engineer shall approve the source of stone and stone supplied there from shall be free from magadi, overburden, mudstone, cracks, sand holes, veins, laminations and other imperfections. The stone shall be chisel dressed into true rectangular blocks, with each surface even and at tight angles to all adjoining surfaces, to the size specified. For exposed stonework, the maximum permissible variations of any of the specified dimensions shall be 6mm provided that cut stone, supplied as rock face may be hammer dressed on one face, or on one end, if in other respects it conforms to this specification. Stones shorter than 37mm will not be accepted. Unless the Engineer allows otherwise, the contractor shall at his own expense provide and dress 100mm cubes of stone for testing. The stone shall be sound when tested in accordance with BS 1438. Media for biological percolating Filters, Appendix B (Sodium Sulphate Soundness test) accept that: -

1. The treatment shall be repeated for 10 cycles only; and
2. The second criterion of failure shall be amended to allow for a loss of weight of not more than 20% of its original weight.

Specification for Quarry Chips

(a) Sources of Material

The material may be obtained from existing commercial quarries

(b) General requirements

The rock from which the stones are obtained shall comply with the following requirements: -

1. ACV - Max 40%
2. LAA - Max 30%
3. SSS - Max 12

The stones shall be free from excess of flat or elongated particles, soft and less durable rock, clays, loam, topsoil and other deleterious matter. The stones shall be of such grading and size that they pack firmly when laid by hand. The larger stones shall have a maximum dimension slightly greater than the thickness of required compacted layer and be of a shape acceptable to the Municipal Engineer. The smaller stones shall have a reasonably uniform grading and be of a nominal

size suitable for filling surface roads to be approved by the Engineer. The nominal size of the smaller stones will be in the order of 50.

Specifications for Street Name Plates and Traffic Signs

All traffic signs and Street Name Plates shall be fixed on 50 mm Diameter Class “B” Pipe fully anchored into the ground in 250 mm diameter by 600 mm deep mass (Concrete Class 15/20) holes; painted with Black 100 mm thick Round Strips on a white reflective background. The sign shall be 2400 mm high from the ground level. Road names shall be written using 75 mm High Capital Letters on 150 mm wide by 3.0 mm Thick Steel Plate well restrained at the edges.

Drawings

The Engineer shall provide all the relevant drawings as and on required basis.

GENERAL SPECIFICATIONS

General

The contractor may propose to the Engineer an alternative standard other than the one specified, in which case he shall submit three (3) copies of the proposed standard and all other information required for the materials, equipment and testing, together with a written proof that his proposed standard is equivalent in all significant respects to the standards specified for this contract.

The equipment to be employed for the works by the contractor shall have sufficient performance capacity and durability as to secure the completion of the works within the construction period stipulated under the contract.

All equipment as well as materials shall be subject to inspection or test by the Engineer at any time and in any state of completion both on site or at the contractors yard as he deems necessary. The contract shall facilitate such inspection without any charge.

Services

Before commencing any works which include excavation or ground levelling by manual or mechanical excavation, the contractor shall at his own expenses ascertain in writing from the Telkom, Kenya Power & Lighting Co. Ltd, the Eldoret water and sewage company and all other public bodies, companies and persons who may be affected, the position and depth of their respective ducts, cables, mains, pipes etc. He shall thereupon search for and locate such services and shall repair at his own cost any such services that may become damaged during the progress of the works.

Except that such services as require to be removed or altered by virtue of the layout of the permanent work and not the manner in which the work is carried out, shall be so removed or altered at the direction and at the expense of the employer.

Site Meetings

Throughout the project period, site meetings will be held regularly at the contractor's office at agreed time and date to discuss the progress of the work schedule for the ensuing duration, method of construction, procurement, transportation, labour etc. The meeting can be called at any time at the request of the contractor or the Engineer.

Quality of Materials and Workmanship

The materials and workmanship shall be of the best of their respective kinds and shall be to the approval of the Engineer. "To the approval of the Engineer" while reading this specifications shall be deemed to be included in the description of all materials incorporated in the works, whether manufactured or natural and in the description of all operations for the due execution of the works.

Spoil Site

Tipped refuse found or accruing on site from the operations of the contractor shall be removed or disposed off in a spoil heap to be provided by the council.

Extent of Contract

The extent of the contract is defined in the specifications and Bills of Quantities

Notice of Operations.

No operation shall be carried out without the full and complete notice having been given to the Engineer by the contractor sufficiently in advance of the time of operation to enable the Engineer to make such arrangements as he deem necessary for its inspection and checking.

The contractor shall give the Engineer not less than one (1) full working days notice in writing of his intention to set out or give levels for any part of the drain in order that arrangements may be made for inspection and checking. See Appendix. For notification and request for inspection form.

SECTION E: STANDARD FORMS

FORM OF BID

[Date] _____

COUNTY SECRETARY,
COUNTY GOVERNMENT OF UASIN GISHU
P.O. BOX 40 - 30100
ELDORET

Dear Sir,

RE: TENDER No. _____

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of

Kenya Shillings: _____

_____ [Amount in Words]

{(KShs. _____ [Amount in Figures]}

- 2. We undertake, if our bid is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Employer's Representative's notice to commence and to complete the whole of the Works comprised in the Contract within _____ Weeks.
- 3. We agree to abide by this Bid for a period of One hundred and twenty days - (120) days from the closing date of submissions and it shall remain binding upon us and may be accepted at any time before that date.
- 4. Unless and until a Formal Agreement is prepared and executed, this Bid together with your written acceptance thereof, shall constitute a binding Contract between us.
- 5. We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 20 _____

Signature _____ in the capacity of _____ duly authorised to sign bids for and on behalf of

_____ [Name of Bidder]

of _____ [Address of Bidder]

Witness:
Name and Address _____

Signature _____

Date: _____

FORM OF AGREEMENT
(Only the successful bidder shall sign this form)

THIS AGREEMENT, made this _____ day of _____ 20 _____ between County Government of Uasin Gishu of P.O. Box 40 - 30100, Eldoret (hereinafter called "the Employer") of the one part
AND

_____ of [or whose registered office

is situated at] _____ (hereinafter called "the Contractor") of the other part.

WHEREAS THE Employer is desirous that the Contractor executes works as stipulated under Tender No.....(hereinafter called "the Works") located within the Uasin Gishu County and the Employer has accepted the bid submitted by the Contractor for the execution and completion of such Works and the remedying of any defects therein for the Contract Price of Kenya Shillings:

_____ (Amount in Words)

{KShs. _____ (Amount in Figures).

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.
 - (i) Letter of Acceptance
 - (ii) Form of Bid
 - (iii) Conditions of Contract Part I
 - (iv) Conditions of Contract Part II and Appendix to Conditions of Contract

- (v) Specifications
- (vi) Drawings
- (vii) Priced Bills of Quantities

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

Signed Sealed, and Delivered on behalf of the Employer

(COUNTY SECRETARY, COUNTY GOVERNMENT OF UASIN GISHU)

For and on behalf of the said Employer

In the presence of _____

(CHIEF OFFICER, DEPARTMENT OF WATER, ENVIRONMENT, NATURAL RESOURCES, TOURISM AND WILDLIFE MANAGEMENT.

Signature _____

Date _____

In the presence of _____

(Name and Designation)

(Signature of Witness)

(Address of witness)

Signed Sealed, and Delivered on behalf of the Contractor

In the presence of _____

(Name and Address of witness)

(Date)

Signature of witness _____

APPENDIX TO FORM OF AGREEMENT

This Appendix to Form of Agreement forms part of the Agreement.

(Note: with the exception of the items for which the Employer's requirements have been inserted, the Contractor shall complete the following information before submitting his offer.)

Item	Sub-clause	Data
Time for Completion	1.1.9	6 Months,
Priority of Documents	1.3	<p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ul style="list-style-type: none"> • the Contract Agreement and Appendix • the Letter of Acceptance • the Form of Tender • the Conditions of Contract, Part II - Conditions of Particular Application • the Conditions of Contract, Part I - General Conditions of Contract

Item	Sub-clause	Data
		<ul style="list-style-type: none"> • the Specifications • the Drawings, • the Priced Bill of Quantities
Law of Contract	1.4	Laws of the Republic of Kenya
Language	1.5	English
Provision of Site	2.1	On Commencement Date
Authorised Person	3.1	COUNTY SECRETARY. P. O. Box 40 - 30100, ELDORET
Name and Address of Employer's Representative	3.2	CHIEF OFFICER P. O. Box 40 - 30100, ELDORET.
Penalty to the Contractor for Employer paying workers on his behalf	4.1.8	10% of the amount paid to the workers.
Performance Security Amount	4.4	Not Required.
Form of Bid	4.4	N/A No Bank Guarantee or Insurance Bond Required
Requirements of Contractors Design	5.1	Not applicable
Programme ⇒ Time of Submission	7.2	Within 14 days of Commencement Date
⇒ Form of Programme	7.2	Bar chart
⇒ Interval Updates	7.2.2	
Liquidated Damages Amount payable due to failure to complete	7.4	0.01% of Contract Price per Day to a limit of 5% of Contract Price.
Percentage of Retention	11.4 and 11.5	Nil
Maximum Amount of Advance Payment	11.3.1	Nil.
Form of Guarantee for Advance Payment	11.3.1	Bank Guarantee or Insurance Bond
Valuation of Works	11.1.3	Re-measurements with Bills of Quantities
Repayment Schedule for Advance	11.3.2	0.1 % instalments from the .....certificates.*

Item	Sub-clause	Data
Payment		
Minimum Amount of Interim Payment	11.3.3	40% of the Contract Price excluding contingencies*
Currency of Payment	11.7	Kenya Shilling
Rate of Interest	11.8	Simple Interest at a rate of 2% above means Base Lending Rate as issued by the Central Bank of Kenya.
Insurance	14.1	Required
Insurance ⇒ The Works, materials plants & fees ⇒ Contractor's Equipment ⇒ Third party injury to persons and damage to property ⇒ Workers compensation ⇒ Other cover	14.1	Amount of Cover The Contract Price stated in the Agreement +15%. Full replacement cost.****
Arbitration ⇒ Rules ⇒ Appointing Authority ⇒ Place of Arbitration	15.3 15.3 15.3	CAP 49 of the Laws of Kenya Chairman Chartered Institute of Arbitrators, Kenya Branch. County Headquarters

* Employer to fill as appropriate

**Contractor to fill as appropriate

FORM OF PERFORMANCE BOND

(BANK GUARANTEE)

(Bidders submitting a banker's cheque need not to sign this form)

_____ (Date)

COUNTY SECRETARY,
COUNTY GOVERNMENT OF UASIN GISHU
P.O. BOX 40 - 30100
ELDORET

Dear Sir,

WHEREAS _____ (hereinafter called "the Contractor") has undertaken, in pursuance of _____ dated _____ to execute _____ (Hereinafter called "the Works");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a Reputable Bank or a banker's Cheque for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Kenya Shillings _____ (Amount of Guarantee in Words)

{Kenya Shillings _____ (Amount of Guarantee in Figures)}, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Kenya Shillings _____ (amount of Guarantee in Words) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change, addition or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any change, addition, or modification.

This guarantee shall be valid until the date of issue of the Certificate of Completion.

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Location (Town) _____

Branch _____

Address _____ Date _____

QUALIFICATION INFORMATION

(All bidders shall complete this form otherwise, their bids shall be considered as non-responsive)

1. Individual Bidders or Individual Members of Joint Ventures

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

Place of registration: _____

Principal place of business _____

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

Year	Volume

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

Name of Project and Year	Name of Client and Contact Person	Type of Work Performed and Year of Completion	Value of Contract (KShs.)

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

Item of Equipment	Description, Make and age (Years)	Condition (New, Good or Poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)

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

Position	Name	Years of experience	Years of experience in
----------	------	---------------------	------------------------

		(General)	proposed position
Project Manager			
Site Agent			
etc.			

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

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

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

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

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

BID QUESTIONNAIRE

Please fill in block letters.

1. Full names of bidder;

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

3. Telephone number (s) of bidder;

4. Telex of bidder;

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

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

Signature of Bidder

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 – General

Business Name

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

Plot No..... Street/Road

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

Nature of Business.....

(Attach copies of the following)

Current Single Business Permit No..... Expiring date.....

PIN Certificate No. VAT Certificate No.

Maximum value of business that you can handle at any time:

KShs.....

Name of your bankers.....

Branch.....

Part 2 (a) – Sole Proprietors

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

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

Citizenship details

Part 2 (b) – Partnership

Give details of partners as follows:

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
1			
2			
3			

Part 2 (c) – Limited Company

Public or Private

Give details of partners as follows: -

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
1			
2			
3			

SECTION F: BILLS OF QUANTITIES

A. PREAMBLE

1. The Bill of Quantities shall be read in conjunction with the instructions to Bidders, General and Special Conditions of Contract and Technical Specifications.
2. The quantities given in the Bill of Quantities are estimated and provisional and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as jointly measured

by the contractor and the appointed Engineer's Representative and approved by the Engineer and valued at the rates and prices Quoted in the priced Bill of Quantities where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.

3. The rates and prices Quoted in the priced Bill of Quantities shall, except insofar as it is otherwise under the Contract include, maintenance, insurance, profit, together with all general risks, liabilities and obligations set out or implied in the Contract. They shall also include the cost of transport and cell phone services for the Engineer's Supervisory staff for smooth and effective implementation of the works
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be deemed covered under the Contract Price.
5. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no Items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Works.
6. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.
7. The method of measurement of completed work for payment shall be in accordance with the Directions for Measurement and Pricing included in the Standard Specification and Directions for Measurement and Pricing for Water works Construction published by the Ministry of water, Environment, Natural resource, Tourism and Wildlife Management , except where these Directions are specifically varied by the Special Specification.
8. Errors will be corrected in accordance with Clause 5.4 of the "Instructions to Bidders".
9. The following abbreviations were used in the Bill of Quantities:

<u>Unit</u>	<u>Abbreviation</u>
Millimetre.....	mm
Metre	m
Square Metre.....	m ²
Cubic Metre	m ³
Lump Sum.....	Sum
Kilometre.....	Km
Kilogram.....	Kg
Litres.....	Lts.

COUNTY GOVERNMENT OF UASIN GISHU



DEPARTMENT OF ENVIRONMENT WATER NATURAL RESOURCES TOURISM AND WILDLIFE
MANAGEMENT

BILL OF QUANTITIES
PROJECT -SUGUTEK WATER PROJECT

Segero Barsombe Ward Turbo Sub-County;

Eng. Est. Ksh 10,594,484

Item No	Description Of Works	Unit	Qty	RATE	Total Cost (Kshs)
1.000	PRELIMINARY AND GENERAL ITEMS				0
1.001	Allow for mobilization to and from site.	LS			
1.002	Allow for supervision				200,000
2.000	INTAKE WORKS				
2.001	Construct intake work to the satisfaction of the engineer as follows-				
2.002	Divert the river course to allow for excavation of the side chamber to the satisfaction of the engineer	Unit	L/S		
2.003	-Excavate pit at the edge of the river size 2.5mx2.5m to be deeper than the river bed to the satisfaction of the engineer	unit	L/S		
2.004	-Construct concrete manhole chamber size 2mx2m height to be determined in site in the above pit with lockable cover to the satisfaction of the engineer	Unit	L/S		
	SUB TOTAL 1				
3.000	SUPPLY OF SOLAR PUMP				
3.001	Supply and install a surface solar water pump with its accessories to deliver 24.84m ³ /hr of water against a head of 160m	ITEM	LS		
	STEEL TOWER				
3.002	Excavate foundation for the foot of steel tower pillars 600mmx600mm plan and a depth of 1m	M3	2.5		
3.003	Provide all the necessary materials and anchor the pillars in 1:2:4 concrete in the above holes	M3	2.5		
3.004	Provide and place 75mm square structural steel section 11m high	No	2		
3.005	Fabricate the struts and other support members to each side of the tower and weld it firmly to the	No	4		

	pillars				
3.006	On top of the tower, just provide a base for the solar panels to sit on	Item	-		
3.007	Provide solar accumulation panels rated 330watts , and install them on the on the fabricated tower	NO	50		
3.008	Provide and install a solar control panel to accommodate the above number of panels capable of handling 12kw to include power inverters and suitable switch.	UNIT	L/S		
3.009	Provide all the necessary electrical materials and connect the solar power to the installed surface pump in the pump house	ITEM			
3.010	Provide all the necessary electrical materials and do electrical installation in the pump house with 4 lamps of 20watts each and one socket and battery accumulator for security in the compound	ITEM			
3.013	-Standard burglar proof pump house 2.5mx2.5m	ITEM			
3.015	Allow fencing of the intake structures (30m by16m) with chain link gauge 12.5, 8ft high, barbed wire 4 strands gauge 14 ,treated posts 10ft high from the ground level average 5"-6" diameter at an interval of 2m apart and single swing steel gate with lockable mechanism	UNIT	L/S		
	SUB TOTAL 2				
4.000	EARTHWORKS				
4.001	Clear pipeline route of all tree and shrubs in readiness for excavation.	m	1,900		
4.002	Excavate and backfill pipe trench 600mm wide commencing ground surface to a depth of 600mm-100mm to the satisfaction of the engineer.	M	1,618		
4.003	Ditto but on the rocky and road crossings	M	282		
5.000	PIPELAYING RISING MAIN				
5.001	Purchased transport and lay DN 3"HDPE PN16 Connect and test for leakages to the satisfaction of the engineer.	M	1560		
5.002	Ditto but for 3"GS B pipes	NO	53		
5.003	Allow for fittings(15% of total piping cost) ie for 3" air valves, Valve sockets, sockets gate valves sluice valves etc	ITEM	L/S		
5.004	Purchase all necessary materials and construct manhole chamber (1x1x1.2)m with covers to the satisfaction of the engineer	NO	6		
5.005	Allow for anchorage of GI pipes at river crossing	UNIT	L/S		
	SUB TOTAL 3				
6.000	RETURN LINE				

6.001	Clear pipeline route of all tree and shrubs in readiness for excavation.	m	1,176		
6.002	Excavate and backfill pipe trench 600mm wide commencing ground surface to a depth of 600mm-100mm to the satisfaction of the engineer.	M	916		
6.003	Ditto but on the rocky and road crossings	M	260		
7.000	PIPELAYING OF RETURN LINE				
7.001	Purchased transport and lay 3"P.V.C. D for return line Connect and test for leakages to the satisfaction of the engineer.	NO	153		
7.002	Ditto but for 3"GS Class B pipes for return line Connect and test for leakages to the satisfaction of the engineer.	NO	44		
7.002	Allow for fittings(15% of total piping cost) ie for 3" and 2" Bend, sluice valves ,Valve sockets, sockets gate valves etc	UNIT	L/S		
	SUB TOTAL 4				
8.000	DISTRIBUTION LINES TO SUGUTEK PRIMARY SCHOOL				
8.001	Purchased transport and lay 2"P.V.C D Connect and test for leakages to the satisfaction of the engineer.	NO	85		
8.002	Ditto but for 2"GS B pipes for road crossing	NO	3		
	Purchase all necessary materials and construct communal water point in the school compound	UNIT	L/S		
	SUB TOTAL 5				

100M ³ MASONRY TANK					
Item NO	Description	Unit	Quantity	Rate (Kshs)	Amount (Kshs)
	100M³ MASONRY TANK				
1.000	EARTH WORKS	UNIT	QTY	RATE (KSHS)	AMOUNT (KSHS)
	Allow for mobilization	item	L/S		
1.001	Clear tank site of all trees and shrubs in readiness for setting out.	M ²	70.85		
1.002	Excavate from the stripped level to a depth not exceeding 1.5m deep and dispose off the material	M ³	78.5		
1.003	Allow for all necessary planking and strutting	Item	L/S		
2.000	HARDCORE FILL AS PER SPECIFICATION				
2.001	Provide place and compact approved hardcore 200mm thick and 8.7 m diameter	M3	11.8		
2.002	Blind the surface of the with lean concrete class Q(mix 1.3.6)	M3	2.9		
2.003	Provide and place 500 gauge polythene sheets to the soffits of the floor slab	M2	44.2		
3.000	CONCRETE WORKS				
3.001	Provide materials, handle mix and place -Vibrate 1.2.4 concrete class 20/20 mix 200mm thick floor slab	M ³	10.7		
3.002	Ditto to 150mm thick for roof slab Allow for 1.125 fall from the centre	M ³	8.0		
3.003	Ditto to outlet pipe anchorage including outlet valve chambers and 200x200mm column to support roof	M ³	0.8		
3.004	REINFORCEMENT BARS Provide ,handle, cut, bend and fix in position the following reinforcement bars as per the bending schedule				
3.005	8mm mild steel bars to the floor slab	M	1200		
3.006	12mm mild steel bars to the roof slab	M	900		
3.007	8mm mild steel bars to the roof slab	M	200		
3.008	8mm mild steel bars to the walling	M	895		
3.009	12mm mild steel bars to column	M	60		
3.008	Allow for binding wire to items in NO.3.005,3.006,3.007,3.008,3.009	KG	100		
4.000	SHUTTERING AND FORMWORK				

4.001	Provide sawn timber formwork to soffits of the roof slab including edges and inlet/outlet valve chamber and column	M2	52.4		
4.002	Provide cuts and fix plywood to curved edge of 200mm thick floor slab	M	25		
4.003	Ditto to edges of roof slab	M	26		
4.004	Provide and place good quality timber props of average 80mm diameter and 3m long	NO	200		
5.000	WALLING Provide all materials, handle mix mortar as per specifications and construct the following				
5.001	225mm thick dressed stone block(225x150x300mm) walling in cement sand mortar (mix 1.3)with pudlo cement to water proof	M2	62		
5.002	Prepare the surface and trowel finish and apply 3NO.coats of bituminous paint on top of the wall	M	24.3		
5.003	Ditto to the base of the wall	M	24.3		
5.004	Construct valve chamber in dressed stones measuring 1500mmx1000mm complete with locking provision	NO	1		
6.000	FINISHES Provide ,materials, handle mix, and apply 1.3cement /sand mortar and make				
6.001	Water proof screed to the floor .Allow for 1.25 fall towards the sump	M2	44.2		
6.002	Water proofed rendering to the internal walls	M2	60.1		
6.003	Ditto to the external surface of the wall excluding water proofing	M2	63.7		
7.000	OTHERS				
7.001	Provide and fix internal and external ladder as per drawing	NO	2		
7.002	Provide and fix manhole cover with frame	NO	1		
7.003	Provide curing during construction	ITEM	L/M		
8.000	Provide and fix the following pipes and fittings				
8.001	INLET -100mm G.I 90 bend	NO	2		
8.002	100mm GI Plain sockets	NO	3		
8.003	100mm GI Pipe piece class B 0.4m long threaded both sides	NO	2		
8.004	4"X3" Reducing sockets	NO	1		
8.005	3" Nipples	NO	1		

8.006	3" Socket union	NO	1		
9.000	OVERFLOW				
9.001	100mm G.I Pipes 0.4m long and threaded one side	NO	1		
9.002	100mm G.I pipe 2m long and threaded both sides	No	2		
9.003	100mm G.I plain socket	NO	2		
9.004	100mm G.I 90 bend	No	2		
9.005	SCOUR -100mm flange -100mm G.I 90 Bend -100mm G.I Pipe class B 4.8m long and threaded both sides -100mm sluice valve -5/8 X21/2 bolts and nuts -100mm G.I Pipe class B 2m long and threaded both sides	No No No NO ITEM ITEM	2 4 4 1 L/S L/S		
9.006	OUTLET -200mm G.I PIPE CLASSB 1m long and threaded one side -200mm Flanges -200mm sluice valve 5/8X21/2 Bolts and nuts -3mm G.I rubber gusgets -Drill 200mm hole in existing tank wall and fix 150 mm G.I Pipe 1m long	NO NO NO Item Item Item	1 2 1 L/S L/S L/S		
SUB TOTAL 5 (MASONRY TANK)					

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 General
Business Name.....
Location of Business Premises
Plot No,..... Street/Road.....
Postal address Tel No. Fax Email
Nature of Business
Registration Certificate No.
Maximum value of business which you can handle at any one time - Kshs.....
Name of your bankers
Branch.....

Part 2 (a) - Sole Proprietor
Your name in full.....Age.....
Nationality.....Country of Origin.....
Citizenship details
Part 2 (b) - Partnership

Given details of partners as follows			
Name	Nationality	Citizenship details	Shares
1.	.....	.....	.....
2.	.....	.....	.....
3.	.....	.....	.....
4.	.....	.....	.....
Part 2 (c) – Registered Company			
Private or Public			
State the nominal and issued capital of company			
Nominal Kshs.			
Issued Kshs.			
Given details of all directors as follows			
Name	Nationality	Citizenship details	Shares
1.	.....	.....	.....
2.	.....	.....	.....
3.	.....	.....	.....
4.	.....	.....	.....
Date.....Signature of Candidate.....			

SELF DECLARATION FORMS (r 47)

REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

FORM SD1: SELF-DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I,of P. O. Box being a resident of
..... in the Republic of Kenya do hereby make a statement as
follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of

..... (insert name of the Company) who is a Bidder in respect of **Tender No.** for
.....(insert tender title/description) for(insert name of the Procuring entity) and duly authorized and
competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement
proceeding under Part IV of the Act.

3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

.....
(Title) (Signature) (Date)

Bidder Official Stamp

REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

FORM SD2: SELF DECLARATION FORMS (r 47): SELF-DECLARATION THAT THE PERSON/TENDERER WILL NOT
ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I,of P. O. Box being a resident of
..... in the Republic of ~~-----~~ do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of
..... (insert name of the Company) who is a Bidder in respect of **Tender No.** for
.....(insert tender title/description) for(insert name of the Procuring entity) and duly authorized and
competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and
has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of
.....(insert name of the Procuring entity) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the
Board, Management, Staff and/or employees and/or agents of(name of the procuring entity)

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the
subject tender

5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....
(Title) (Signature) (Date)
Bidder's Official Stamp

BANK DETAILS FORM- MANDATORY

Provide the following bank details for electronic transfer purposes

Name of the Bidder:.....

Bank Name :.....

Bank branch name ;.....

Bank code :.....

Bank account :.....

PIN Number :.....

VAT Number :.....

Bank signatory(s) :.....

.....

Signed/ date & Stamp