REPUBLIC OF KENYA

COUNTY GOVERNMENT OF MERU

CONSTRUCTION OF MAKOBO WATER PROJECT

NEGOTIATION NO. 697993/2018-2019

DATE: NOVEMBER 2018

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SECTION I: INVITATION FOR BIDS

Invitation for Bids (IFB)
Date: **NOVEMBER 2018**
NEGOTIATION NO. 697993/2018-2019

1. The **County Government of Meru** intends to undertake **construction of MAKOBO WATER PROJECT**

2. the County Government of Meru invites bidders qualified as NCA 6 and above to tender for the above works

The **County Government of Meru** invites sealed Tenders from eligible bidders for the construction of **WATER WORKS** whose components in the scope of works includes supply of all materials required for and the construction and or installation of :-

CIVIL WORKS

- Construction of 225M^3 Masonry tank
- Laying pipeline
  .

3. Bidding documents (and additional copies) may be downloaded from the county government website www.merucounty.go.ke

4. Bids shall be valid for a period of 120 days after Bid opening and must be accompanied by Bid security of 120,000 of the tender sum, in an acceptable form, and shall be addressed to

   County secretary
   Meru county government
   P.O box 120-60200
   Meru

   on or before **10th December, 2018 at 10.00 a.m** at which time they will be publicly opened in the presence of the bidders who choose to attend.

5. Qualified domestic or regional contractors may be eligible to receive a margin of preference of 10 per cent or 7½ per cent respectively, in Bid evaluation.[1]

SECTION II: INSTRUCTIONS TO BIDDERS

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A. General

1. Scope of Bid

1.1 The Employer as defined in the Contract Data, invites bids for the construction of Works, as described in the Contract Data. The name and identification number of the Contract is provided in the Contract Data.

1.2 The successful Bidder will be expected to complete the Works by the Intended Completion Date specified in the Contract Data.

2. Source of Funds

The project will be from county funds

3. Eligible Bidders

3.1 This Invitation for Bids is open to all bidders from eligible countries as defined in the Rules of Procurement. Any materials, equipment, and services to be used in the performance of the Contract shall have their origin in eligible source countries.

3.2 All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the Works, and any of its affiliates, shall not be eligible to bid.

3.3 Government-owned enterprises may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency to the Employer.

4. Qualification of the Bidder

4.1 All bidders shall provide in Section III, Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

4.2 In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally-submitted prequalification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in Section III.

4.3 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section III, unless otherwise stated in the Bidding Data:

(a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;

(b) total monetary value of construction work performed for each of the last five years;

(c) experience in works of a similar nature and size for each of the last five years, and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts;

(d) major items of construction equipment proposed to carry out the Contract;
(e) qualifications and experience of key site management and technical personnel proposed for the Contract;

(f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;

(g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);

(h) authority to seek references from the Bidder's bankers;

(i) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and

(j) proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price.

4.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the Bidding Data:

(a) the Bid shall include all the information listed in Sub-Clause 4.3 above for each joint venture partner;

(b) the Bid shall be signed so as to be legally binding on all partners;

(c) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

(d) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and

(e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

4.5 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:

(a) annual volume of construction work of at least the amount specified in the Bidding Data;

(b) experience as prime contractor in the construction of at least two works of a nature and complexity equivalent to the Works over the last 10 years (to comply with this requirement, works cited should be at least 70 percent complete);

(c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed in the Bidding Data;

(d) a Contract Manager with five years' experience in works of an equivalent nature and volume, including no less than three years as Manager; and

(e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the Bidding Data.

A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

4.6 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of Sub-Clause 4.5(a) and (e); however, for a joint venture to qualify, each of its partners must meet at least 25 per cent of minimum criteria 4.5(a), (b), and (e) for an individual Bidder, and the partner in charge at least 40 percent of those minimum criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid. Subcontractors' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise stated in the Bidding Data.

4.7 Bidders applying for eligibility for a margin of preference in bid evaluation, shall supply all information to satisfy the criteria for eligibility as described in Clause 30 of these Instructions to Bidders.

5. One Bid per Bidder

5.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

6. Cost of Bidding

6.1 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.

7. Site Visit

7.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

B. Bidding Documents

8. Content of Bidding Documents

8.1 The set of bidding documents comprises the documents listed in the table below and

addenda issued in accordance with Clause 10:

Section	II	Instructions to Bidders
	III	Forms of Bid and Qualification Information
	IV	Conditions of Contract
	V	Contract Data
	VI	Specifications
	VII	Drawings
	VIII	Bill of Quantities
	IX	Forms of Securities

8.2 Three copies of Sections III, V, and VIII are supplied to the prospective Bidder. The number of copies to be completed and returned with the Bid is specified in the Bidding Data.

9. Clarification of Bidding Documents

9.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable ("cable" includes telex and facsimile) at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification received earlier than 28 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

10. Amendment of Bidding Documents

10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.

10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.

10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with Sub-Clause 20.2 below.

C. Preparation of Bids

11. Language of Bid

11.1 All documents relating to the Bid shall be in the language specified in the Contract Data[1]. Provided that any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in the language specified in the Contract Data; in which case, for purposes of interpretation of the Bid, the translation shall govern.

12 Documents Comprising the Bid

12.1 The Bid submitted by the Bidder shall comprise the following:

(a) The Bid (in the format indicated in Section III);

(b) Bid Security;
(c) Priced Bill of Quantities;[2]
(d) Qualification Information Form and Documents;
(e) Alternative offers where invited;

and any other materials required to be completed and submitted by bidders, as specified in the Bidding Data.

13. Bid Prices

13.1 The Contract shall be for the whole Works, as described in Sub-Clause 1.1, based on the priced Bill of Quantities[3] submitted by the Bidder
13.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

13.3 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates, prices, and total Bid price submitted by the Bidder.

13.4 The rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract if provided for in the Bidding and Contract Data and the provisions of Clause 47 of the Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Contract Data and Clause 47 of the Conditions of Contract.

14. Currencies of Bid and Payment

14.1 The unit rates and prices shall be quoted by the Bidder entirely in the currency of the Employer's country as specified in the Contract Data. Foreign currency requirements shall be indicated as a percentage of the Bid price (excluding provisional sums) and shall be payable at the option of the Bidder in (a) the currency of the Bidder's home country or (b) a currency widely used in international trade, always provided that a Bidder expecting expenditures in currency(ies) other than those stated in (a) or (b) above for portions of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the relevant currencies and percentages in the Bid.

14.2 The rates of exchange to be used by the Bidder in arriving at the local currency equivalent and the percentage(s) mentioned in para. 14.1 above shall be the selling rates for similar transactions established by the authority specified in the Bidding Data prevailing on the date 15 days prior to the latest deadline for submission of bids. These exchange rates shall apply for all payments so that no exchange risk will be borne by the Bidder. If the Bidder uses other rates of exchange, the provisions of Clause 28.1 shall apply. In any case, payments will be computed using the rates quoted in the Bid.

14.3 Bidders shall indicate details of their expected foreign currency requirements in the Bid.

14.4 Bidders may be required by the Employer to clarify their foreign currency requirements and to substantiate that the amounts included in the rates and prices and in the Contract Data

are reasonable and responsive to Sub-Clause 14.1.

15. Bid Validity

15.1 Bids shall remain valid for the period specified in the Bidding Data.

15.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with Clause 16 in all respects.

15.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended beyond 60 days, the amounts payable in local and foreign currency to the Bidder selected for award, shall be increased by applying to both the local and the foreign currency component of the payments, respectively, the factors specified in the bidding data or in the request for extension, for the period of delay beyond 60 days after the expiry of the initial bid validity, up to the notification of award. Bid evaluation will be based on the Bid prices without taking the above correction into consideration.

16. Bid Security

16.1 The Bidder shall furnish, as part of the Bid, a Bid Security in local currency or in a freely convertible currency, in the amount specified in the Bidding Data.[4]

16.2 The Bid Security shall, at the Bidder's option, be in the form of a certified check, bank draft, letter of credit, or a bank guarantee from a reputable bank located in the country of the Employer or in any eligible country abroad. The format of the Bid Security should be in accordance with the form of Bid Security included in Section IX or another form acceptable to the Employer. Bid Security shall be valid for 28 days beyond the validity of the Bid.

16.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer. The Bid Security of a joint venture must define as "bidder" all joint venture partners and list them in the following manner: a joint venture consisting of "_____," "_____," and "_____".

16.4 The Bid Security of unsuccessful bidders will be returned within one week after concluding the contract and after a performance security has been furnished by the successful Bidder.

16.5 The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.

16.6 The Bid Security may be forfeited

(a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
(b) if the Bidder does not accept the correction of the Bid price, pursuant to Clause 27; or
(c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to

(i) sign the Agreement; or
(ii) furnish the required Performance Security.

17. Alternative Proposals by Bidders

17.1 Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic technical design as indicated in the drawings and specifications. Alternatives will not be considered, unless specifically allowed in the Bidding Data. If so allowed, Sub-Clause 17.2 shall govern.

17.2 If so allowed in the Bidding Data, bidders wishing to offer technical alternatives to the requirements of the bidding documents must also submit a Bid that complies with the requirements of the bidding documents, including the basic technical design as indicated in the drawings and specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Employer, including design calculations, technical specifications, breakdown of prices, proposed construction methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.

18. Format and Signing of Bid

18.1 The Bidder shall prepare one original of the documents comprising the Bid as described in Clause 12 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number specified in the Bidding Data, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.

18.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 4.3(a) or 4.4(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

18.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

18.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

19. Sealing and Marking of Bids

19.1 The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as “ORIGINAL” and “COPIES”.

19.2 The inner and outer envelopes shall

(a) be addressed to the Employer at the address provided in the Bidding Data;

(b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and

(c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.

19.3 In addition to the identification required in Sub-Clause 19.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to Clause 21.

19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

20. Deadline for Sub-mission of Bids

20.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date specified in the Bidding Data.

20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

21. Late Bids

21.1 Any Bid received by the Employer after the deadline prescribed in Clause 20 will be returned unopened to the Bidder.

22. Modification and Withdrawal of Bids

22.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 20.

22.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clauses 18 and 19, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate.

22.3 No Bid may be modified after the deadline for submission of Bids.

22.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the Bidding Data or as extended pursuant to Sub-Clause 15.2 may result in the forfeiture of the Bid Security pursuant to Clause 16.

22.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

E. Bid Opening and Evaluation

23. Bid Opening

23.1 The Employer will open the bids, including modifications made pursuant to Clause 22, in the presence of the bidders' representatives who choose to attend at the time and in the place specified in the Bidding Data.

23.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 22 shall not be opened.

23.3 The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, will all be announced by the Employer at the bid opening. Further, any such other details as the Employer may consider appropriate, will also be announced.

23.4 Bids or modifications that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at bid opening shall not be considered further.

23.5 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 23.3.

23.6 No bid will be rejected at bid opening except for late bids, which will be returned unopened to the bidder, pursuant to ITB Clause 21.

24. Process to Be Confidential

24.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a 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 processing of bids or award decisions may result in the rejection of his Bid.

25. Clarification of Bids and Contacting the Employer

25.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer’s discretion, ask any Bidder for clarification of the Bidder’s Bid, including breakdowns of unit rates.[5] The request for clarification and the response shall be in writing or by cable, telex, or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 27.

25.2 Subject to sub-clause 25.1 no Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.

25.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

26. Examination of Bids and Determination of Responsiveness

26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 3; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.

26.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

27. Correction of Errors

27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:[6]

(a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern, and the unit rate will be corrected.

27.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with Sub-Clause 16.6(b).

28. Currency for Bid Evaluation

28.1 Bids will be evaluated as quoted in the currency of the Employer's country as defined in the Contract Data in accordance with Sub-Clause 14.1, unless a Bidder has used different exchange rates than those prescribed in Sub-Clause 14.2, in which case the Bid will be first converted into the amounts payable in different currencies using the rates quoted in the Bid and then reconverted to the Employer's currency using the exchange rates prescribed in Sub-Clause 14.2.

29. Evaluation and Comparison of Bids

29.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 26.

29.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

(a) making any correction for errors pursuant to Clause 27;

(b) excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including Day work, where priced competitively;
(c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with Clause 17; and
(d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub-Clause 22.5.

29.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.

29.4 The estimated effect of any price adjustment conditions under Clause 47 of the Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

30. Preference for Domestic or Regional Bidders

30.1 If so indicated in the Bidding Data, domestic or regional contractors may receive a margin of preference in Bid evaluation, for which the following Option A shall apply if domestic preference is granted, and, alternatively, Option B if regional preference is granted.
Option A: Domestic Preference

30.2 Domestic contractors shall provide all evidence necessary to prove that they meet the following criteria to be eligible for a 10 per cent margin of preference in the comparison of their bids with those of contractors who do not qualify for the preference, A contractor is deemed domestic if:
(a) its legal constitution is in accordance with the laws of Kenya where it must have its registered office and undertake the majority of its activities; and

(b) the majority of the capital shares are held by nationals of that country, and

(c) the majority of the members of the board of directors are nationals of that country, and

(d) not less than 50 per cent of the key personnel are nationals of that country, and

(e) there is no arrangement whereby any major part of the net profits or other tangible benefits of the domestic contractor will accrue or be paid to persons not nationals of that country or to firms which would not be eligible under this Sub-Clause.

30.3 Joint ventures between domestic and foreign firms may be eligible for the margin of preference provided the domestic partner or partners

(a) individually satisfy the above criteria of eligibility for the preference;

(b) demonstrate a beneficiary interest of no less than 50 percent in the joint venture, as demonstrated by the profit and loss sharing provisions of the joint venture agreement;
(c) will, under the arrangements proposed, carry out at least 50 percent of the Works, measured in terms of value, which shall exclude any materials or plant which are to be directly imported by the domestic partner (s) (always provided that the domestic partner or partners are qualified to carry out that amount of work, in accordance with the criteria of Sub-Clause 4.3); and
(d) satisfy any other criteria specified for the purpose of domestic preference eligibility, as specified in the Bidding Data.

30.4 The following procedure will be used to apply the margin of preference:

(a) Responsive bids will be classified into the following groups:
(i) Group A: bids offered by domestic bidders and joint ventures meeting the respective criteria of Sub-Clauses 30.2 and 30.3 above; and

(ii) Group B: all other bids.

(b) For the purpose of further evaluation and comparison of bids only, an amount equal to 10 percent of the evaluated Bid prices determined in accordance with Clause 29.2 (a), b), and (d), will be added to all bids classified in Group B.

Option B: Regional Preference

30.2 Contractors from regional Member countries that have joined the Kenya country in a regional cooperation agreement designed to foster economic integration by a customs union or free trade area (in this Clause referred to as "Regional contractors") shall provide all evidence necessary to prove that they meet the following criteria to be eligible for a 7½-percent margin of preference in the comparison of their bids with those of bidders who do not qualify for the preference. A contractor is deemed to be a Regional contractor if:

(a) it is legally constituted in accordance with the laws of a regional Member country which is party to the established regional preferential arrangement and has a registered office in that particular country and does business mainly in the same or other countries that are parties to the said regional preferential arrangement; and

(b) at least a majority of its capital shares is owned by nationals of countries that are parties to the said regional preferential arrangement; and
(c) the majority of the members of the board of directors are nationals of countries that are parties to the said regional arrangement; and

d) not less than 50 percent of its key personnel are nationals of countries that are parties to the said regional preferential arrangement; and

(e) there are no arrangements whereby any major part of the net profits of other tangible benefits of the Regional contractor or will accrue or be paid to persons not nationals of the countries which are parties to the said regional preferential arrangement or to firms that would not be eligible under this Sub-Clause[36].

30.3 Joint ventures between Regional contractors and foreign firms may be eligible for the margin of preference provided the Regional contractor or contractors

(a) individually satisfy the above criteria of eligibility for the preference;

(b) demonstrate a beneficiary interest of no less than 50 percent in the joint venture, as demonstrated by the profit and loss sharing provisions of the joint venture agreement;

(c) will, under the arrangements proposed, carry out at least 50 percent of the Works, measured in terms of value, which shall exclude any materials or plant which are to be directly imported by the Regional contractor (s) are qualified to carry out that amount of works, in accordance with the criteria of Sub-Clause 4.3); and

(d) satisfy any other criteria specified for the purpose of regional preference eligibility, as specified in the Bidding Data.

30.4 The following procedure will be used to apply the margin of preference:

(a) Responsive bids will be classified into the following groups:

(i) Group A: bids offered by Regional contractors and joint ventures meeting the respective criteria of Sub-Clauses 30.2 and 30.3 above; and

(ii) Group B: all other bids.

(b) For the purpose of further evaluation and comparison of bids only, an amount equal to 7½ percent of the evaluated Bid prices determined in accordance with Clause 29.2 (a), (b), and (d), will be added to all bids classified in Group B.

F. Award of Contract

31. Award Criteria

31.1 Subject to Clause 32, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3, and (b) qualified in accordance with the provisions of Clause 4.

32. Employer's Right to Accept any Bid and to Reject any or all Bids

32.1 Notwithstanding Clause 31, 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 Employer’s action.

33. Notification of Award and Signing of Agreement

33.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex, or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by

the Contract (hereinafter and in the Contract called the "Contract Price").

33.2 The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security in accordance with Clause 34 and signing the Agreement in accordance with Sub-Clause 33.3.

33.3 The 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 28 days following the notification of award. Within 21 days of receipt, the successful Bidder will sign the Agreement and deliver it to the Employer.

33.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will, within one week, notify the other bidders that their bids have been unsuccessful.

34. Performance Security

34.1 Within 21 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount and in the form (Bank Guarantee

34.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder's option, by a bank located in the country of the Employer or a foreign bank through a correspondent bank located in the country of the Employer, or (b) with the agreement of the Employer directly by a foreign bank acceptable to the Employer.

34.3 If the Performance Security is to be provided by the successful Bidder in the form of a Bond, it shall be issued by a surety which the Bidder has determined to be acceptable to the Employer.

34.4 Failure of the successful Bidder to comply with the requirements of Sub-Clause 34.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security

35. Advance Payment and Security

35.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to a maximum amount[7], as stated in the Bidding Data.

36. Corrupt or Fraudulent Practices

37.1 The Employer requires that Bidders as well as Suppliers/Contractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Employer:

(a) defines, for the purposes of this provision, the terms set forth below 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 Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;

(b) will reject a proposal for award if its "no objection" has been requested or issued on the basis of incomplete, inaccurate or misleading information furnished by the Employer, or if it is established, by a decision of a court of law, or following a special audit, that the contract was awarded on the basis of corrupt practices. In that event the bidder may also be sanctioned by curtailing its participation on Bank funded projects for a specified period of time determined by

the Bank.

37.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 59.2 of the General Conditions of Contract;

G. Bidding Data

Instructions to Bidders Clause Reference

(2.1) The Employer is County Government of Meru

(2.1) The Project is **construction of MAKOBO WATER PROJECT** which involves:

The construction of the following but not limited to:

CIVIL WORKS

- Construction of 225M^3 Masonry tank
- Laying pipeline

(4.3) The information required from bidders in Sub-Clause 4.3 is modified as follows: "none".

(4.4) The qualification data required from bidders in Sub-Clause 4.4 are modified as follows: "none".

(4.5) The qualification criteria in Sub-Clause 4.5 are modified as follows: none".

(4.5a) The minimum required annual volume of construction work for the successful Bidder in any of the last five years shall be **Kshs 20,000,000.00.**

(4.5c) The essential equipment to be made available for the Contract by the successful Bidder shall be

- **10 ton Lorries 2 No.**
- **Pneumatic Compressor**
- **Concrete Mixer 2 no.**
- **Concrete Loader trolley**
- **Steel bending and cutting equipment**
- **1No. pick-up**
- **Drainage water pump**
- **Concrete vibrator**
- **Back pour excavator**
- **10 No. Wheelbarrow**
- **100m steel tape**

(4.5e) The minimum amount of liquid assets and/or credit facilities net of other

	contractual commitments of the successful Bidder shall be Kshs 20,000,000.00
(8.2) (18.1)	The number of copies of the Bid to be completed and returned shall be one original and two copies.
(13.4)	The Contract "is not" subject to price adjustment in accordance with Clause 47 of the Conditions of Contract.
(14.1)	The specified trading currency shall be Kenya Shillings (Kshs).
(15.1)	The period of Bid validity shall be 120 days after the deadline for Bid submission specified in the Tendering Data.
(15.3)	The adjustment of Tender price in accordance with Clause 15.3 shall be calculated on the basis of an annual increase for foreign costs of….. percent and an annual increase for local costs as per conditions of contract.
(16.1)	The amount of Tender Security shall be 2% of Tenderers Tender price in Kshs.
(17.0)	Alternative proposals to the requirements of the bidding documents "will not," be permitted.
(19.2)	The Employer's address for the purpose of Bid submission is :-
	COUNTY GOVERNMENT OF MERU **P.O BOX 120-60200** **MERU**
(20.1)	The deadline for submission of bids shall be on **10th December, 2018 at 10.00 a.m** The date of the exchange rate is date 28 days before Bid opening. The authority for establishing the rates of exchange shall be Central Bank of Kenya.
(30.0)	Domestic contractors "may" as appropriate receive a margin of preference in Bid evaluation.
(34.0)	The Standard Form of Performance Security acceptable to the Employer shall be "Bank Guarantee from a Bank acceptable to the Employer in the format given in section VI. .
(35.0)	The Advance Payment shall be limited to 30 percent (%) of the Contract Price, subject to completion of 50% of works and production of Bank Guarantee from a Bank acceptable to the Employer.

(36.1) The Adjudicator proposed by the Employer is
Governor Meru County
The hourly fee for this proposed Adjudicator shall be Kshs 5000.00.

The biographical data of the proposed Adjudicator will be circulated during tendering period.

SECTION III. FORMS OF BID, QUALIFICATION INFORMATION

Tender form

Contractor's Bid

…….
[date]

To:
Director procurement
County Government of Meru
P.O BOX 120-60200
Meru

We offer to execute the **construction of MAKOBO WATER PROJECT** in accordance with the Conditions of Contract accompanying this Bid for the Contract Price of
…… [amount in numbers],
……..……
…….,,,……..
[amount in words]

The Contract shall be paid in the following currencies:

Currency	Percentage payable in currency	Rate of exchange: one foreign equals [insert local]	Inputs for which foreign currency is required
(a)			
(b)			

The advance payment required is:

Amount	Currency
(a)	
(b)	

We accept the appointment of…… [name proposed in Bidding Data] as the Adjudicator.

[or]

We do not accept the appointment of …….. as the Adjudicator, and propose instead that [name] be appointed as Adjudicator, whose daily fees and biographical data are attached.

This Bid and your written acceptance of it shall constitute a binding Contract between understand that you are not bound to accept the lowest or any Bid you receive.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Purpose of Commission or gratuity	Amount and Currency
_____	_____	
_____	_____	
_____	_____	

(if none, state "none").

We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the bidding documents and specified in the Bidding Data.

Authorized Signature:_____
Name and Title of Signatory:_
Name of Bidder:_____
Address:_____
us. We

confidential business questionnaire

The information to be filled in by bidders in the following pages will be used for purposes of post-qualification or for verification of prequalification as provided for in Clause 4 of the Instructions to Bidders. This information will not be incorporated in the Contract. Attach additional pages as necessary. Pertinent sections of attached documents should be translated into English. If used for prequalification verification, the Bidder should fill in updated information only.

1. Individual Bidders or Individual Members of Joint Ventures

1.1 Constitution or legal status of Bidder: [attach copy]

Place of registration: …… [insert]

Principal place of business: …… [insert]

Power of attorney of signatory of Bid: [attach]

1.2 Total annual volume of construction work performed in five years, in the internationally traded currency specified in the Bidding Data:……. [insert]

1.3 Work performed as prime Contractor on works of a similar nature and volume over the last five years. The values should be indicated in the same currency …. including expected completion date.

Project name and country	Name of client and contact person	Type of work performed and year of completion	Value of contract
(a)			
(b)			

1.4 Major items of Contractor's Equipment proposed for carrying out the Works. List all information requested below. Refer also to Sub-Clause 4.3(c) of the Instructions to Bidders.

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to Sub-Clause 4.3(e) of the Instructions to Bidders and Sub-Clause 9.1 of the Conditions of Contract.

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			

1.6 Proposed subcontracts and firms involved. Refer to Clause 7 of Conditions of Contract.

Sections of the Works	Value of subcontract	Subcontractor (name and address)	Experience in similar work
(a)			
(b)			

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

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

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

1.10 Information on current litigation in which the Bidder is involved.

Other party(ies)	Cause of dispute	Amount involved
(a)		
(b)		

1.11 Statement of compliance with the requirements of Sub-Clause 3.2 of the Instructions to Bidders.

1.12 Proposed Program (work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.

2. Joint Ventures

2.1 The information listed in 1.1 - 1.11 above shall be provided for each partner of the joint venture.

2.2 The information in 1.12 above shall be provided for the joint venture.

2.3 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.

2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that

(a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

(b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and

(c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

3. Additional Requirements

3.1 Bidders should provide any additional information required in the Bidding Data or to fulfill the requirements of Sub-Clause 4.1 and Clause 30 of the Instructions to Bidders, if applicable.

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Conditions of Contract

A. General

1. Definitions

1.1 Boldface type is used to identify defined terms.

The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Clauses 24 and 25 hereunder.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.

Compensation Events are those defined in Clause 44 hereunder.

The Completion Date is the date of completion of the Works as certified by the Project Manager,in accordance with Sub-Clause 55.1.
The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in Clause 2.3 below.
The Contractor is a 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 and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; months are calendar months.

Dayworks are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.

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

The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor.
The Defects Liability Period is the period named in the Contract Data and calculated from the Completion Date.
Drawings include calculations and other information provided or approved by the Project Manager for the execution of the Contract.

The Employer is the party who employs the Contractor to carry out the Works.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.

The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Project Manager by issuing an extension

of time or an acceleration order.

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

Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.

The Project Manager is the person named in the Contract Data (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
The Site is the area defined as such in the Contract Data.

Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.

The Start Date is given in the Contract Data. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

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 that are needed for construction or installation of the Works.

A Variation is an instruction given by the Project Manager which varies the Works.

The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager will provide instructions clarifying queries about these Conditions of Contract.

2.2 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

2.3 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement,

(2) Letter of Acceptance,

(3) Contractor's Bid,

(4) Contract Data,

(5) Conditions of Contract,

(6) Specifications,

(7) Drawings,

(8) Bill of Quantities,[8] and

(9) any other document listed in the Contract Data as forming part of the Contract.

3. Language and Law

3.1 The language of the Contract and the law governing the Contract are stated in the Contract Data.

4. Project Manager's Decisions

4.1 Except where otherwise specifically stated, the Project Manager will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

5. Delegation

5.1 The Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

7. Subcontracting

7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the Contract Data. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of

Other Contractors, and shall notify the Contractor of any such modification.

9. Personnel

9.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the Contract Data, to carry out the functions stated in the Schedule or other personnel approved by the Project Manager. The Project Manager will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Schedule.

9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's Risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's Risks

11.1 From the Start Date until the Defects Correction Certificate has been issued, the following are Employer's risks:

(a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to

(i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or

(ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.

(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

11.2 From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to

(a) a Defect which existed on the Completion Date,

(b) an event occurring before the Completion Date, which was not itself an Employer's risk, or

(c) the activities of the Contractor on the Site after the Completion Date.

12. Contractor's Risks

12.1 From the Starting Date until the Defects Correction Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the

Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.

13. Insurance

13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

(a) loss of or damage to the Works, Plant, and Materials;

(b) loss of or damage to Equipment;

(c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and

(d) personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.

13.5 Both parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports

14.1 The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the Contract Data, supplemented by any information available to the Bidder

15. Queries about the Contract Data

15.1 The Project Manager will clarify queries on the Contract Data.

16. Contractor to Construct the Works

16.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

17. The Works to Be Completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry

out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.

18. Approval by the Project Manager

18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for design of Temporary Works.

18.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

18.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.

19. Safety

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

21. Possession of the Site

21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data, the Employer will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event.

22. Access to the Site

22.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager 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.

23. Instructions

23.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.

24. Disputes

24.1 If the Contractor believes that a decision taken by the Project Manager was either outside

the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.

25. Procedure for Disputes

25.1 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

25.2 The Adjudicator shall be paid by the hour at the rate specified in the Bidding Data and Contract Data, together with reimbursable expenses of the types specified in the Contract Data, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

25.3 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the Contract Data.[9]

B. Time Control

27. Program

27.1 Within the time stated in the Contract Data, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

27.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

27.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.

27.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

28. Extension of the Intended Completion Date

28.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.

28.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to

cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

29. Acceleration

29.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager will obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date will be adjusted accordingly and confirmed by both the Employer and the Contractor.

29.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.

30. Delays Ordered by the Project Manager

30.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

31. Management Meetings

31.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

31.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

32. Early Warning

32.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

32.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

C. Quality Control

33. Identifying Defects

33.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.

34. Tests

34.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

35. Correction of Defects

35.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period,[10] which begins at Completion, and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

35.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

36. Uncorrected Defects

36.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. Cost Control

37. Bill of Quantities[11]

37.1 The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

37.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

38. Changes in the Quantities[12]

38.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.

38.2 The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.

38.3 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

39. Variations

39.1 All Variations shall be included in updated Programs[13] produced by the Contractor.

40. Payments for Variations

40.1 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the

quotation, which shall be given within seven days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

40.2 If the work in the Variation corresponds with an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 38.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.[14]

40.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.

40.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

40.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

41. Cash Flow Forecasts

41.1 When the Program[15] is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

42. Payment Certificates

42.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

42.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

42.3 The value of work executed shall be determined by the Project Manager.

42.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.[16]

42.5 The value of work executed shall include the valuation of Variations and Compensation Events.

42.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

43. Payments[2]

43.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 90 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.

43.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

43.3 Unless otherwise stated, all payments and deductions will be paid or charged in the proportions of currencies comprising the Contract Price.

43.4 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

44. Compensation Events

44.1 The following shall be Compensation Events:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.

(b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.

(c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.

(d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.

(e) The Project Manager unreasonably does not approve a subcontract to be let.

(f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.

(g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.

(h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the

Contractor.

(i) The advance payment is delayed.

(j) The effects on the Contractor of any of the Employer's Risks.

(k) The Project Manager unreasonably delays issuing a Certificate of Completion.

(l) Other Compensation Events described in the Contract or determined by the Project Manager shall apply.

44.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

44.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager will assume that the Contractor will react competently and promptly to the event.

44.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

45. Tax

45.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of Clause 47.

46. Currencies

46.1 Where payments are made in currencies other than the currency of the Employer's country, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.

47. Price Adjustment

47.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the Contract Data. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c \ Imc/Ioc$$

where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency "c".

A_c and B_c are coefficients[17] specified in the Contract Data, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c"; and

Imc is the index prevailing at the end of the month being invoiced and Ioc is the index prevailing 28 days before Bid opening for inputs payable; both in the specific currency "c".

47.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

48. Retention

48.1 The Employer shall retain[18] from each payment due to the Contractor the proportion stated in the Contract Data until Completion of the whole of the Works.

48.2 On completion of the whole of the Works, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected.

48.3 On completion of the whole Works, the Contractor may substitute retention money with an "on demand" Bank guarantee.

49. Liquidated Damages

49.1 The Contractor shall pay liquidated damages[19] to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

49.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 43.1.

50. Bonus

50.1 The Contractor shall be paid a Bonus[20] calculated at the rate per calendar day stated in the Contract Data for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

51. Advance Payment

51.1 The Employer shall make advance payment to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.

51.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.

51.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

52. Securities

52.1 The Performance Security shall be provided to the Employer no later than 21 days after receipt of the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond.

53. Day works

53.1 If applicable, the Day works rates in the Contractor's Bid shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

53.2 All work to be paid for as Day works shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.

53.3 The Contractor shall be paid for Day works subject to obtaining signed Day works forms.

54. Cost of Repairs

54.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

55. Completion

55.1 The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager will do so upon deciding that the work is completed.

56. Taking Over

56.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.

57. Final Account

57.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 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 Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

58. Operating and Maintenance Manuals

58.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

58.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount stated in the Contract Data from payments due to the Contractor.

59. Termination

59.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

59.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
(a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
(b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
(c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
(d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;

(e) the Project Manager 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 determined by the Project Manager;

(f) the Contractor does not maintain a Security, which is required;

(g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the Contract Data; and

(h)if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this paragraph:
"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.
"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of theEmployer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

59.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under Sub-Clause 59.2 above, the Project Manager shall decide whether the breach is fundamental or not.

59.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

59.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

60. Payment upon Termination

60.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

60.2 If the Contract is terminated for the Employer’s convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor’s personnel employed solely on the Works, and the Contractor’s costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

61. Property

61.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor’s default.

62. Release from Performance

62.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

SECTION V. CONTRACT DATA

Section V: Contract Data

The following documents are also part of the Contract:

58.0 Schedule of Operating and Maintenance Manuals

8.0 Schedule of Other Contractors

9.0 The Schedule of Key Personnel

14.0 Site Investigation Reports

1.1 The Funds for this Contract have been made available by County Government

The Employer is County Government of Meru represented by

The Project Manager is the Director Water Technical Services

The name and identification number of the Contract
Construction of MAKOBO WATER PROJECT

Contract No: **NEGOTIATION NO. 697993/2018-2019**

The Works consist of.

CIVIL WORKS

- Construction of 225M^3 Masonry tank
- Laying pipeline

A. **PRELIMINARY AND GENERAL ITEMS**
B. Services to the Engineer during Construction Supervision

The Start Date shall be after one week from date of signing the contract.

The Intended Completion Date for the whole of the Works shall be 18 months after commencement of the works.

The following documents also form part of the Contract:

(1) Agreement,
(2) Letter of Acceptance,
(3) Contractor's Bid,
(4) Contract Data,
(5) Conditions of Contract,
(6) Specifications,
(7) Drawings,
(8) Bill of Quantities, and
(9) any other document listed in the Contract Data as forming

part of the Contract.

27.0	The Contractor shall submit a revised Program for the Works within 28 days of delivery of the Letter of Acceptance.
21.0	The Site Possession Date shall be immediately after signing contract.
1.0	The Site is located in Imenti South in Meru County and is defined in drawings listed in list of drawings
35.0	The Defects Liability Period is 12 Months
44.0	The following events shall also be Compensation Events: **None**
27.0	The period between Program updates is **28 days**.
	The amount to be withheld for late submission of an updated Program is **Ksh 150,000.00**.
3.0	The language of the Contract documents is **English**
	The law that applies to the Contract is the Law of the Republic of Kenya.
25.0	Institution whose arbitration procedures shall be used**: UNICITRAL United Nations.**
	Fees and types of reimbursable expenses to be paid to the Adjudicator: Fees **Ksh 5,000.00** per hour plus approved Expenditures.
26.0	Appointing Authority for the Adjudicator: Institution of Engineers of Kenya
25.0	Arbitration will take place in accordance with **UNICITRAL** rules and regulations.
46.0	The currency of the Employer's country is the **Kenya shillings**
47.0	The Contract "is" subject to price adjustment in accordance with Clause 70 of the Conditions of Contract, and the following information regarding coefficients "does" apply.
	The coefficients for adjustment of prices are applicable
48.0	The Index I for local currency will be [enter index]. **Not applicable**.
	The Index I for the specified international currency will be [enter index]. **Not applicable**.

The Index I for currencies other than the local currency and the specified international currency will be [enter index]. **Not applicable**

The proportion of payments retained shall be 10% percent.

49.0 The liquidated damages for the whole of the Works is KShs. 100,000 per day.

The maximum amount of liquidated damages for the whole of the Works is 10% percent of the final Contract Price.

50.0 The Bonus for the whole of the Works is **0%** per day. The maximum amount of Bonus for the whole of the Works is 0 % percent of the final Contract Price. **Not applicable**.

51.0 The Advance Payment will be **30%** and will be paid to the Contractor after the contractor supplies an advance payment guarantee/bond from a reputable bank.

The Performance Security shall be for the following minimum amounts equivalent as a percentage of the Contract Price:

(a) Bank Guarantee 10% of contract sum

The standard form(s) of Performance Security acceptable to the Employer shall be "an Unconditional Bank Guarantee," as preferred by the Employer of the type presented in Section IX of the Bidding Documents.

58.0 The date by which operating and maintenance manuals are required is **one month** after issuance of completion certificate.

The date by which "as built" drawings are required is **one month** after issuance of completion certificate.

The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is Kshs 1,000,000.00

60.0 The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is 30%

SECTION VI. SPECIFICATIONS

SECTION VII: LIST OF DRAWINGS

SECTION III: BILL OF QUANTITIES

Preamble and Notes to Bills of Quantities

1. These Bills of Quantities form part of the Contract Documents and are to be read in conjunction with Conditions of Contract, Standard and Special Specifications and Drawings.

2. The quantities set forth in the Bills of Quantities represent the character of the work to be carried out. There is no guarantee to the Contractor that he will be required to carry out the quantities of work indicated under any one particular item or group of items in the Bills of Quantities, though on the Contract as the whole quantities are intended to represent the overall value of the work to be carried out.

3. The prices and rates inserted in the Bills of Quantities will be used for valuing the work executed and the Engineer will measure the whole of the works executed in accordance with the Contract.

4. The prices and rates inserted in the Bills of Quantities are to be the full inclusive costs of the works described under the items, complete in place and in accordance with specifications and Drawings including costs and expenses which may be required in and for the construction of the works described, together with any temporary works and installations which may be necessary and all general risks, liabilities and obligations set forth or implied in the Documents on which the Contract is based.

5. The brief description of the items given in the Bills of Quantities are purely for the purpose of the identification and in no way modify or supersede the detailed descriptions given in the Conditions of Contract, Specifications or Drawings. When pricing items, reference is to be made to the Conditions of Contract, Standard Specifications, Drawings and Special Specification for the full directions and description of work and materials.

6. A price or rate is to be inserted, in ink, against each item in the Bills of Quantities whether quantities are stated or not, and if the Tenderer includes the cost of a particular item elsewhere in his rates or prices, he shall insert the work tenure against both the rate and extension of that particular item. Should the Tenderer omit to price an item, then it will be assumed that he has included the cost of item elsewhere in his rates or prices.

7. No alteration shall be made to the Bills of Quantities and no extra item shall be inserted. The Tenderer shall satisfy himself that the Contract Sum arrived at by pricing the quantities am items given in sufficient compensation for constructing and maintaining the whole of the works in accordance with the Contract Documents.

8. For the purpose of payment by Interim Certificate of "Lump Sum" items the Engineer may assess the portion of the work completed of the "Lump Sum" item and allow for payment the portion of the "Lump Sum" he deems fair and reasonable. The total of all portions allowed shall not exceed the "Lump Sum". All interim payment shall be subject to the retention stipulated in the Contract Documents.

9. During construction the unit rate established for an item in one Bills of Quantities may be used as a basis for establishing a unit rate for similar work in another Bill of Quantities, which contains no unit rate for the said item. No additional cost will be

considered for such an eventuality

10. The Contractor will be provided by the Employer with all that land occupied by the Permanent Works including the specified working width of pipe laying. The costs of compensation and entry upon land will be paid from the Provisional Sums. All other costs for access to works to be paid by the Contractor.

11. It shall be the responsibility of the Contractor to arrange for the removal of or alteration to existing services where necessitated by the Works. Costs incurred will be paid by the Contractor.

12. Quantities for site clearance, Stripping and spreading shall be based on the horizontal projection of the area cleared or stripped.

13. Disposal of excavated material shall be deemed to be disposed off the site unless otherwise stated in item descriptions.

14. Generally, the excavation items are based on volumes for structures and on linear measurements. The work may be covered by one or more items. The rates shall include as appropriate for:-

a) Breaking through surfaces, handling different classes of material separately, excavation beyond the net plans area of the foundations for working space and for battering or timbering etc.
b) Timbering,
c) Disposal of surplus spoil
d) Back filling as specified
e) Trimming of exposed excavated surfaces

Measurement of volume of excavation for structures shall be calculated from the plan dimensions of the structure without allowance for working space.

Items are included for "Extra for Rock" on a volume basis. The rates shall include for breaking out and any other additional costs and the items shall apply to work encountered within measured excavation. Different classification may be billed separately. Rock shall be measured as a volume calculated from the thickness encountered within the plan area of a mass excavation, within the plan dimensions of a structure, or within the nominal width of a trench. The decision of the Engineer on the classification of rock encountered shall be final and binding.

Timbering left in excavations shall only be measured for payment where it is specified or ordered by the Engineer. . .

15. When the site of any particular item of the Works has been sufficiently cleared of trees, undergrowth etc. and before any excavation or filling has been carried out, the Contractor shall carry out a survey under the supervision of the Engineer's Representative to take, record and agree upon an adequate number of original ground levels. The data so obtained shall be used as a basis for the computation of excavation and filling.

16. The volume of fill will be measured net to the finished levels as shown on the drawings or amended by the Engineer.

17. All reinforcement will be paid for on the basis of its computed weight except for fabric reinforcement with will be paid on the basis of the net area placed. The unit rates inserted in the Bill of Quantities shall include for all necessary cutting, bending and fixing, all additional bars which may be required as spacer supports, and lacings and also for all soft iron tying wires, fixing clips of approved pattern and manufacture and chairs. The cost of all temporary works etc. shall be included in the rates for the reinforcing steel

18. The rates for concrete shall include for making and testing preliminary test cubes, for making works test cubes and forwarding them to the Testing Engineer, forming the concrete to the slopes and falls shown on the Drawings and any additional concrete used in excess of the net requirements. The rates shall also include for forming construction joints, for protection, for the rubbing down of exposed surfaces of concrete after removal of formwork and for floating or brushing of other exposed surfaces where this is required.

19. The rates for precast concrete paving shall include for all cutting, bedding jointing and laying to falls.

20. The rates for precast concrete edging and kerbs small include for formwork, concrete bed and backing, all cutting, bedding, jointing, hunching and laying to falls.

21. The rates for formwork shall include for fillets and chamfers up to 50mm wide on the splay, coating to prevent adherence of concrete and the provision of temporary openings to facilitate inspection and cleaning. Rates shall also be inclusive of all necessary box outs and cut outs for holes up to 1 square meter.

    The rates for forming rebates in concrete walls etc. shall include for forming pockets for the fish tail fixing cleats where required.

    Deductions from formwork quantities will be made for openings more than 1 square meter in area.

22. Formwork for upper surfaces inclined at 30 degrees or less to the horizontal is not measured and the cost of any such formwork used will be deemed to be included in the relevant concrete item rate.

23. Wrought formwork where specified will be measure to 150mm below final ground levels.

24. Items required for Structural Joints and Construction Joints shown on drawings shall be paid for as per the rates in the Bills of Quantities; the rate for providing and fix form work not shown in drawings shall be deemed to be included in the unit rates for concrete works.

25. All rates and sums in the Bills of Quantities shall be in Kenya Shillings and Cents.

26. The Tenderer is reminded that all quantities have been measured in Metric Units.

27. Explanation of abbreviations used in the Bills of Quantities is as follows:

L.S -Lump Sum
P.S. - Provisional SumY
P.C - Prime Cost
E.O. - Extra Over
Avg. - Averange
Max. - Maximum
Min. - Minimum
N. e - Not Exceeding
nr. - Number
mm - Millimetre
m - Linear Meter
m^2 - Square Meter
m^3 - Cubic Meter
Ha. - Hectare
DRG. - Design Drawing
kg- - Kilogramme
Dia - Diameter
C.I. - Cast Iron
uPVC - Unplacticised Polyvinyl
Hr. -Hour
AB - Ablution Block

28. The rates for metalwork shall include for bolts, nuts, nuts, washers and ringbolts, fixing as specified or in accordance with the manufacturer's instructions and rectifying as specified any parts of the painted, coated or galvanized surface that may be damaged either before or after erection.

29. The rates for fixing penstocks and flap valves etc. shall include for bedding and grouting, testing for water tightness, greasing ail working parts and leaving in good working order; where the item includes supply, the rates shall also include for supplying drawings for approval before manufacture is commenced.

Prime Cost Item

30. Attendance on nominated Sub-Contractor shall include for all or any of the following as
appropriate- labour, materials and plant required for taking delivery, carting, storing, hoisting and builder's work entailed in fixing, erecting installing as specified or in accordance with the manufacturer's instructions and all overheads and profits.

32. When, in the opinion of the Engineer, it is reasonable to expect the Contractor to price the attendance item it will be so included in the Bills of Quantities. In all other cases it will form the subject of a Provisional Sum to be expended on a Day works basis.

33. Profit shall include for establishment charges, profit and any other costs not included in the attendance item.

35. Definitions of Terms Used in Bill of Quantities

a) "Provide" - shall mean all costs to cover purchase of materials in good conditions, services for transaction with the supplier, supervision transport to site of works all charges for rental, consumption's overheads and profits throughout the Contract. It shall also include for all maintenance, insurance and handling and storage whenever applicable.

b) "Excavate for" - shall mean handling of any material from its incumbent position intended for specified work shown in the drawings or directed by the Engineer and backfilling and compacting part of material after laying of pipes, and cart away remaining to tips to be provided by the Contract. The cost of this work shall include all survey, supervision, labour, and tools machinery, protection of work, pumping, insurance and overheads and profits.

c) "Laying" - shall cover all work necessary for placing an object or material to true line and level specified in a drawing or as directed by the Engineer.

d) "Jointing" - shall mean process of fixing specified material, pipes, fittings and specials together using appropriate tools, materials labour and machinery. It should cover all work necessary to provide matching of opposite parts in size, shape and position indicated and clamps seating and holders to hold firmly.

e) "Testing" - shall mean provision of all materials apparatus, labour machinery, charges for the media or chemical to be used and their transport, repair or objects to be tested if required, re-testing, excavation of any part for visual inspection, erection of any type at all until the object has been certified as having passed the required test satisfactorily.

f) "Install" - shall include for all work requirements stipulated for "laying and joining"

36. Provisional sums have been included in the BOQ for cost of obtaining intake works permit from WRMA, organisations as per regulations currently in force.

BILL NO 1: PRELIMINARIES					
ITEM	**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**AMOUNT**
1	General Requirements				
1.1	Provide For Installation Of Signboards To The Required Sizes	No.	1		
1.2	Provide For Confirmation Of Survey And Design Data, Establishment And Pegging Of Specific Routes And Production Of Before Built And After Built Drawings (All Works Have To Be Approved By The Engineer Before Commencing)	ls			300,000.00
1.3	Provide For Supervision Costs To Be Applied As Directed By The Engineer	ls			300,000.00
1.4	Provide And Maintain A Total Station At The Site	months	2	20,000.00	40,000.00
1.6	Provide And Install Marker Posts As Provided In The Designs	No.	20	2,500.00	50,000.00
	TOTAL				

225CM WATER STORAGE TANK

Item No	Description	Unit	Quantity	Rate (Kshs)	Amount (Kshs)
	THE FOLLOWING WORKS IN SUB SURFACE MASONRY 225M3 STORAGE TANK INCLUDING SUPPLY OF ALL MATERIALS AND NECESSARY WORKS FOR PLACING, ERECTING, COMPLETION, TESTING AND COMMISSIONING. ALL WORKS PROVISIONAL AND SUBJECT TO MEASUREMENTS				
	Site clearance				
1.1	Clear site of all bushes and shrubs and remove debris from site as directed by the Engineer.	M2	110		
	Sub total				
	Excavation and Earthworks				
2.1	Excavate pit for water tank n.e 1.5 m deep store onsite and backfill with selected material and spread surplus onsite; including all necessary works for side protection and for keeping site free from water, mud and fallen material.	M3	120		
2.2	Ditto over 1.5 but not exceeding 3m deep	M3	120		
2.3	Extra over for excavation in decomposed/compacted Murram as described and defined in the specification	M3	5		
2.4	Extra over for excavation in rock as described and defined in the specification	M3	10		
	Sub total				
	Hardcore filling				
3.1	Lay and compact 200mm thick hand-packed hardcore laid in layers not exceeding 150mm thick.	M2	90		
	Mass concrete grade 20/20 in:-				
4.1	50mm thick blinding to receive base slab and treat the surface with 'GLADIATOR' or other equal approved anti termite treatment	M2	90		
	Sub total				

	Vibrated reinforced concrete 25/20 as described in:-				
5.1	200mm thick floor slab	M3	18		
5.2	200mm thick thick suspended slab	M3	18		
5.3	Allow for finishing in cement :Sand plaster (1:3) on roof slab laid in 2.5% fall.	M2	90		
5.4	450mm X 200mm beams	M3	2		
5.5	300mm diameter column	M3	1		
	Sub total				
	Erect and strike sawn formwork to:-				
6.1	Edges of 200mm thick floor slab.	M2	16		
6.2	Soffit of suspended slab	M2	47		
6.3	Edges of suspended roof slab 200mm thick.	M2	90		
6.4	450mm X 200mm beams	M2	22		
6.5	300mm diameter column	M2	2		
6.6	Allow for forming 600X600mm opening for access manhole in 200mm thick slab.	No	2		
6.7	Allow for construction of 25mm X 25mm drip all around the roof slab	No	1		
	Sub total				
	Supply and fix steel reinforcements including bending, binding wire, cutting, apacers and supporting all in position as described. High tensile twisted bars to BS 4449				
7.1	16mm diameter	Kg	350		
7.2	12mm diameter	Kg	150		
7.3	10mm diameter	Kg	1,750		
7.3.1	10mm diameter	Kg	555		
7.4	8mm diaterer	Kg	200		
	Sub total				
	Natural stone walling jointed and pointed in cement and mortar(1:3) reinforced every course to Engineer's details.				
8.1	225mm thick	M2	90		
8.2	300mm thick	M2	30		
8.3	375mm thick	M2	57		
	Sub total				
	Plaster				

9.1	25mm thick cement and sand (1:2) plaster to internal wall surface with water proof cement at ratio 1kg to 50kgs cement.	M2	120		
9.2	20mm thick cement/sand (1:3) plaster to external wall surface	M2	160		
	Sub total				
	Screed				
9.4	40mm thick cement/sand ratio (1:3) screed to floor, smooth render laid to falls and brushed with water proof treatment as vandex, master seal, hyseal or any other equally aapproved to manufacturer's specification	M2	90		
	Sub total				
	Ladder				
10.1	3000mm long X 800mm wide mild steel ladder stringers. 2.0mX 50mmX 10mm flat bars, ring 800mmX200mmX20mm round bars at 300mm centres externally anchored to wall lugs: one coat red oxide primer: three coats gloss oil finish: all to Engineer's details.	N0	1		
10.2	3000mm long X 800mm wide mild steel ladder stringers. 2.0mX 50mmX 10mm flat bars, ring 800mmX200mmX20mm round bars at 300mm centres internally anchored to wall lugs: one coat red oxide primer: three coats gloss oil finish: all to Engineer's details.	No	1		
	Sub total				
	Manhole cover				
11.1	Supply and fix steel prefabricated lockable cover 600mmX600mm complete with frames,steel gauge 16 and as directed by Engineer.	No	2		
	Sub total				
	Vents				
12.1	Supply and fix 100mm vent pipes (complete with G.I elbows, hexagonal nipple and wire gauze) and fittings to Engineer's details.	No	4		
	Sub total				
	Supply, cut, thread, fabricate, lay, test and fix all pipes and fittings including jointing materials (bolts, nts, washers gaskets and packings)				
	Inlet				

13.1	150mm X 90 degrees diameter galvanized iron flanged bend	No	2		
13.2	150mm galvanized steel flanged galvanized iron piece 500mm long	M	1		
13.3	150mm diameter galvanized iron pipe 3m long	No	1		
13.4	Standard valve chamber	No	1		
13.5	150mm diameter flanged cast iron sluice valve	No	1		
	Sub total				
	Outlet				
14.1	150mm diameter galvanized steel pipe piece 3m long flanged	No	1		
14.2	150mm diameter galvanized steel bend with puddle flange	No	1		
14.3	200mm X 150mm diameter bell mouth	No	1		
14.4	150mm diameter flanged cast iron sluice valve	No	1		
14.5	Standard valve chamber	No	1		
	Sub total				
	Overflow				
15.1	75mm diameter flanged bend 90 degrees	No	2		
15.2	75mm diameter galvanized steel socket	No	2		
15.3	75mm diameter galvanized steel 3m long pipe	No	1		
15.4	75mm threaded 300mm with puddle flange	No	2		
15.5	75mm diameter nipple	No	2		
	Sub total				
	Scour				
16.1	200mm X 150mm diameter bell mouth	No	1		
16.2	150mm X 90 degrees diameter galvanized flanged iron bend	No	1		
16.3	150mm diameter galvanized steel pipe piece 6m long flanged	No	1		
16.4	150mm diameter flanged cast iron sluice valve	No	1		
16.5	Standard valve chamber	No	1		
	Sub total				

	Testing and Sterilization				
17.1	Allow for water tightness test as specified and directed	LS	1		
17.2	Allow for sterilization of the tank	LS	1		
	Sub total				
	TOTAL				

I: PIPELINE				
Description	**Unit**	**Quantity**	**Rate**	**Amount**
SITE CLEARANCE				
Clear site of all bushes and shrubs and remove debris from site average width 1.2m as directed by the Engineer	M	2,000		
EXCAVATION AND EARTHWORKS				
Excavate in pipe trench for pipe diameter 110mm, average of 1.2m but not exceeding 1.5m deep, minimum pipe cover 1000 mm backfilling trench after pipe fixing.	M	4,000		
Ditto for depth exceeding 1.5 m but not more than 3.0m (provisional)	M^3	100		
E.O for decomposed rock/compacted murram	M^3	100		
Extra over for excavation in rock as described and defined in the specifications	M^3	50		
Supply and fix Upvc pipes				
Diameter 110mm Upvc PN 10	M	4,000		
TOTAL				

BILL SUMMARY	
Description	**Total Amount**
Preliminaries	
Pipeline	
225 CM masonry tank	
add 4% contingencies	
TOTAL	

Schedule of Rates

ESTIMATION OF CURRENT CONSTRUCTION UNIT RATES

Description Of Item	unit	Rate (Kshs)
A. PVC Pressure Pipes (uPVC)		
Class B		
20 mm	M	
25 mm	M	
32 mm	M	
40 mm	M	
50 mm	M	
63 mm	M	
75 mm	M	
90 mm	M	
110 mm	M	
125 mm	M	
140 mm	M	
160 mm	M	
200 mm	M	
225 mm	M	
250 mm	M	
280 mm	M	
315 mm	M	
355 mm	M	
400 mm	M	
450 mm	M	
500 mm	M	
560mm	M	
630 mm	M	
650 mm	M	
700 mm	M	
750 mm	M	
800 mm	M	
850 mm	M	
Class C		
20 mm	M	
25 mm	M	
32 mm	M	
40 mm	M	

50 mm	M	
63 mm	M	
75 mm	M	
90 mm	M	
110 mm	M	
125 mm	M	
140 mm	M	
160 mm	M	
200 mm	M	
225 mm	M	
250 mm	M	
280 mm	M	
315 mm	M	
355 mm	M	
400 mm	M	
450 mm	M	
500 mm	M	
560mm	M	
630 mm	M	
700 mm	M	
750 mm	M	
800 mm	M	
850 mm	M	
900 mm	M	
1000 mm	M	
Class D		
20 mm	M	
25 mm	M	
32 mm	M	
40 mm	M	
50 mm	M	
63 mm	M	
75 mm	M	
90 mm	M	
110 mm	M	
125 mm	M	
140 mm	M	
160 mm	M	
200 mm	M	
225 mm	M	
250 mm	M	
280 mm	M	
315 mm	M	
355 mm	M	

400 mm	M	
Class E		
20 mm	M	
25 mm	M	
32 mm	M	
40 mm	M	
50 mm	M	
63 mm	M	
75 mm	M	
90 mm	M	
110 mm	M	
125 mm	M	
140 mm	M	
160 mm	M	
200 mm	M	
225 mm	M	
250 mm	M	
280 mm	M	
315 mm	M	
355 mm	M	
400 mm	M	
PVC Pressure Pipes Fittings		
B. Galvanised Mild Steel Pipes (Class C)		
Heavy Duty		
12 mm	M	
19 mm	M	
25 mm	M	
32 mm	M	
40 mm	M	
50 mm	M	
63 mm	M	
75 mm	M	
100 mm	M	
125 mm	M	
140 mm	M	
150 mm	M	
200 mm	M	
250 mm	M	

90 Bend (Elbow)		
12 mm	No	
19 mm	No	
25 mm	No	
32 mm	No	
40 mm	No	
50 mm	No	
63 mm	No	
75 mm	No	
100 mm	No	
125 and 150 mm	No	
Equal Tee (class C)		
12 mm	No	
19 mm	No	
25 mm	No	
32 mm	No	
40 mm	No	
50 mm	No	
63 mm	No	
75 mm		
TEES		
350 x 100 mm dia tee with flanged branch	No	
250 x 150 mm dia all flanged tee	No	
350 x 125 mm dia tee with flanged branch	No	
350 x 80 mm dia tee with flanged branch	No	
300x 200 mm double flanged steel tee	No	
300x 80mm all flanged steel tee	No	
300x 100 mm double flanged steel tee	No	
300x 65 mm double flanged steel tee	No	
300 x 125 mm dia all flanged tee	No	
250 x 250 / 200 / 125 mm dia all flanged tee	No	
250 x 100/80 mm double flanged steel tee	No	
280 x 80 mm double flanged steel tee	No	
225 X 80 mm dia tee double with flanged	No	
225 X 75 mm dia tee double with flanged	No	
225 X 50 mm dia tee double with flanged	No	
225 X 150 mm dia tee double with flanged	No	
200 x 125 mm dia all flanged tee	No	
200 x 100 mm dia all flanged tee	No	
200 x 80 mm double flanged steel tee	No	
200 x 65 mm dia all flanged tee	No	
200 x 50 mm dia all flanged tee	No	

200 x 40 mm double flanged steel tee	No	
225 X 100 mm dia tee double with flanged	No	
160 x 50 mm dia all flanged tee	No	
160 x 32 mm dia double flanged steel tee	No	
150 x 125 mm dia all flanged tee	No	
150 x 100 mm dia all flanged tee	No	
150 x80 mm dia all flanged tee	No	
150 x 50/65 mm dia all flanged tee	No	
150x40mm double flanged steel tee	No	
150x25mm double flanged steel tee	No	
140x80 mm dia all flanged tee	No	
140x50 mm dia all flanged tee	No	
140x25 mm dia all flanged tee	No	
125 x 100 mm all flanged steel tee	No	
125 x 125 mm all flanged steel tee	No	
125 x 80/ 65 mm double flanged steel tee	No	
125 x 50 mm double flanged steel tee	No	
125x40mm double flanged steel	No	
125x32mm double flanged steel	No	
125x25mm double flanged steel	No	
225 X 125 mm dia tee double with flanged	No	
110 / 100 x 100 mm dia all flanged tee	No	
100 x 65 mm double flanged steel tee	No	
100 x 50 mm double flanged steel tee	No	
100x32mm dia double flanged	No	
100 x 80 mm double flanged steel tee	No	
90 x 50 mm double flanged steel tee	No	
80 x 65 mm double flanged steel tee	No	
80 x 50 mm double flanged steel tee	No	
80 x 80 mm double flanged steel tee	No	
80x32mm dia	No	
80 x 25 mm double flanged steel tee	No	
80 x 40 mm double flanged steel tee	No	
75 mm x 65mm	No	
75 mm x 50mm	No	
75 mm x 32mm	No	
75 mm x 25mm	No	
200 x 150 mm dia all flanged tee	No	
65x 32 mm dia	No	
65 X 50 mm dia	No	
65x40mm dia	No	
65x 25 mm dia	No	
65x65mm dia	No	
63 x 50 mm double flanged steel tee	No	
63 x 25 mm double flanged steel tee	No	

63 x 20 mm double flanged steel tee	No	
50 mm X 50 mm dia GI tee threaded	No	
50 mm X 40 mm dia GI tee threaded	No	
50 mm X 32 mm dia GI tee threaded	No	
50 mm X 25mm dia GI tee threaded	No	
40 mm X 40 mm dia GI tee threaded	No	
40 mm X 32 mm dia GI tee threaded	No	
40 mm X 25 mm dia GI tee threaded	No	
32x25mm dia GI tee threaded	No	
25 mm X 25mm dia GI tee threaded	No	
25 mm X 20mm dia GI tee threaded	No	
20x20mm dia GI tee threaded	No	
PVC TEES		
90 mm x 75/50 mm dia tee	No	
90 mm x 40 mm dia tee	No	
90 mm x 32/25mm dia tee	No	
90 mm x 20mm dia tee	No	
80 x 50 mm double flanged steel tee	No	
80x32mm dia	No	
80 x 25 mm double flanged steel tee	No	
75 mm x 50mm PVC	No	
75 mm x 40mm dia	No	
75 mm x 32mm PVC	No	
75 mm x 25/ 20mm PVC	No	
63 X 63 mm dia	No	
65 X 50 mm dia	No	
65 X 25 mm dia	No	
65 X 32 mm dia	No	
63 x 50/40 mm dia	No	
63x25 mm dia	No	
63 x 20 mm dia	No	
63x32 mm dia	No	
50 mm X 50 mm dia	No	
50 mm X 40 mm dia	No	
50 mm X 32 mm dia	No	
50 mm X 25mm dia	No	
40 mm X 40 mm dia	No	
40 mm X 32 mm dia	No	
40 mm X 25 mm dia	No	
40x20 mm dia	No	
32x25mm dia	No	
25 mm x 25mm dia	No	

25 mm x 20mm dia	No	
20 x 20mm dia	No	
STEEL PIPES		
Dia 350 mm double flanged steel pipe	M	
Dia 300 mm double flanged steel pipe	M	
250 mm dia double flanged steel piece (500 mm)	M	
250 mm dia single flanged steel piece (500 mm)	M	
150 mm dia GI piece 400 mm long double flanged spigot	M	
100 mm dia GI piece 400 mm long with threads	M	
80 mm Dia 400 mm long double flanged spigot	M	
80 mm dia GI piece 300 mm long with threads	M	
50 mm x 400 mm long double flanged spigot	M	
50 mm dia GI piece 300 mm long with threads	M	
40 mm dia x 400mm long threaded GI pipe	M	
40 mm dia x 400mm long threaded GI pipe	M	
GI PIECE FLANGED 0.5m LONG		
350 mm dia double flanged steel spigot (500mm Long)	No	
300 mm dia single flanged steel spigot (500mm Long)	No	
300 mm dia double flanged steel spigot (500mm Long)	No	
280 mm dia 0.5m long	No	
250mm 0.5m long single flanged	No	
250 mm dia double flanged steel piece (500 mm)	No	
225mm 0.5m long double flanged steel piece	No	
200 mm dia double flanged steel spigot (0.5m long)	No	
200 mm dia single flanged steel spigot (0.5 m long)	No	
160mm, 0.5 m long flanged steel spigot	No	
150 mm dia single flanged GI piece (0.5 m long)	No	
150 mm dia double flanged steel spigot (500mm long)	No	
140 mm dia double flanged GI piece (0.5 m long)	No	
140 mm dia single flanged GI piece (0.5 m long)	No	
125 mm dia double flanged steel spigot (500mm long)	No	
110 mm dia double flanged GI pipe(500 mm)	No	
110 mm dia double flanged GI pipe(500 mm)	No	
100 mm dia double flanged GI piece (0.5 m long)	No	
100 mm dia single flanged steel spigot (0.5m long)	No	
90mm, 0.5m long double flanged	No	
90mm, 0.5m long single flanged	No	
80mm , 0.5m long single flanged GI piece	No	
80 mm , 0.5m long double flanged GI piece	No	
75mm , 0.5m long double flanged GI pipe (500mm long)	No	
75mm , 0.5m long single flanged GI piece (500mm long)	No	
65 mm dia double flanged GI pipe(500mm long)	No	
65 mm dia single flanged GI piece (500mm long)	No	

63 mm dia double flanged steel spigot (500mm long)	No	
50 mm dia GI piece 500 mm long with threads	No	
50 mm dia 0.5m long single flanged	No	
40 mm, 0.5m long single flanged steel pipe	No	
40 mm, 0.5m long threaded steel pipe	No	
32 mm, 0.5m long threaded steel pipe	No	
25 mm, 0.5m long	No	
20 mm, 0.5m long	No	
GI PIECE SINGLE FLANGED 1m long (For Infields)		
Dia 350 mm double flanged steel pipe	M	
Dia 300 mm straight steel pipe (Provisional)	M	
Dia 250 mm straight steel pipe (Provisional)	M	
Dia 250 mm straight steel pipe (Provisional)	M	
140 mm dia GI piece 1M long double flanged spigot	No	
100 mm dia GI piece 1M long with threads	No	
80 mm Dia 1M long double flanged spigot	No	
50 mm Dia 1M long double flanged spigot	No	
40 mm dia 1M long double threaded GI pipe	No	
25 mm, 1M long	No	
GI STRAIGTHS (For W/O)		
100mm dia 0.5 m long with flap valve		
80mm dia 0.5 m long with flap valve		
50mm dia 0.5 m long with flap valve		
25mm dia 0.5 m long with flap valve		
Flow Limiter (For Infields)		
25mm dia flow limiter		
NIPPLES CLASS C		
150 mm dia GI nipple		
100 mm dia GI nipple		
80 mm dia GI nipple		
75 mm dia GI nipple		
65 mm dia GI nipple		
63 mm dia GI nipple		

50 mm dia GI nipple		
40 mm dia GI nipple		
32 mm dia GI Nipple		
25 mm dia GI nipple		
20 mm dia GI nipple		
GI SOCKET UNIONS CLASS C		
200 mm dia GI union		
150 mm dia GI union		
125 mm dia GI union		
100 mm dia GI union		
80 mm dia GI union		
65 mm dia GI union		
63 mm dia GI union		
50 mm dia GI union		
40 mm dia GI union		
32 mm dia GI union		
25 mm dia GI union		
20 mm dia GI union		
12 mm dia GI union		
GATE VALVES		
150 mm dia gate valve		
100 mm dia gate valve		
80 mm dia gate valve threaded		

75 mm dia gate valve	
65 mm dia gate valve	
63 mm dia gate valve	
50 mm flanged gate valve	
40 mm dia gate valve	
32 mm dia gate valve	
25 mm dia gate valve	
20 mm dia gate valve	
DOUBLE ORIFICE AIR VALVES	
100mm Double orifice air valve	
80mm Double orifice air valve	
50mm Double orifice air valve	
SINGLE ORIFICE AIR VALVES	
80mm Single orifice air valve	
80mm Single orifice air valve	
50mm Single orifice air valve	
32mm single orifice Air valve	
25mm single orifice Air valve	
SLUICE VALVE	
600 mm dia double flanged sluice valve	
500 mm dia double flanged sluice valve	
450 mm dia double flanged sluice valve	
400 mm dia double flanged sluice valve	
350 mm dia double flanged sluice valve	
300 mm dia double flanged sluice valve	
250 mm dia double flanged sluice valve	
225 mm dia double flanged sluice valve	
200 mm dia double flanged sluice valve	
150 mm dia double flanged sluice valve	
125 mm dia double flanged sluice valve	

100 mm dia double flanged sluice valve	
80 mm flanged sluice valve	
65 mm dia double flanged sluice valve	
50 mm flanged sluice valve	
PREASURE REGULATING VALVE	
300 mm dia PRV	
200 mm dia PRV	
250 mm dia PRV	
150 mm dia PRV	
125 mm dia PRV	
100 mm dia PRV	
80 mm dia PRV	
65 mm dia PRV	
50 mm dia PRV	
40 mm dia PRV	
32 mm dia PRV	
25 mm dia PRV	
SADDLE CLAMPS	
315 x 20/25/32 mm dia saddle clamp (mild steel)	
315 x 65 / 80 / 90mm dia saddle clamp (mild steel)	
315 x 40 mm dia saddle clamp (mild steel)	
280 x 20/25/32/40/50/65/80 mm dia saddle clamps	
250 x 75 mm dia saddle clamp (mild steel)	
250 x 50 mm dia saddle clamp (mild steel)	
250 x 100 mm dia saddle clamp (mild steel)	
250 x 32/25 mm dia saddle clamp (mild steel)	
250 x 40 mm dia saddle clamp (mild steel)	
250 x 20 mm dia saddle clamp (mild steel)	
225 x 100 mm dia saddle clamp (mild steel)	
225 x 63 / 50 mm dia saddle clamp (mild steel)	
225 x200 mm dia saddle clamp (mild steel)	
200 x 65 mm dia saddle clamp (mild steel)	

225 x100 mm dia saddle clamp (mild steel)	
225 X 32 mm dia saddle clap mild (steel)	
225 X 25/20 mm dia saddle clap mild (steel)	
200 x 100 mm dia saddle clamp (mild steel)	
200 x 40/50 mm dia saddle clamp (mild steel)	
200 x32 mm dia saddle clamp (mild steel)	
200 x25 mm dia saddle clamp (mild steel)	
200 x20 mm dia saddle clamp (mild steel)	
Ditti 160 x 150 mm	
Ditti 160 x 80 mm	
Ditti 160 x 50 mm	
Ditti 160 x 40 mm	
160 x 25/32 mm dia saddle clamp (mild steel)	
160 x 20 mm dia saddle clamp (mild steel)	
150 X 100 mm dia saddle clamp (mild steel)	
150 x 80 mm dia saddle clamp	
150 X 75 mm dia saddle clamp (mild steel)	
150 x 40 mm dia saddle clamp	
125 x 80mm dia saddle clamp	
140 x 63 mm dia saddle clamp	
140 x 50/40 mm dia saddle clamp	
140 x 25/32 mm dia saddle clamp	
140 x 20 mm dia saddle clamp	
125 x 50 mm dia saddle clamp	
125 x 40 mm dia Saddle clamp	
125 x 32 mm dia Saddle clamp	
125 x 25 mm dia saddle clamp	
125 x 20 mm dia saddle clamp	
110 x 100 mm dia saddle clamp	
110 x 50 mm dia saddle clamp	
110 x 40 mm dia saddle clamp	
110 x 25 mm dia saddle clamp	
110 x 32 mm dia saddle clamp	
110 x 20 mm dia saddle clamp	
90 x 25mm dia saddle clamp	
90 x 20mm dia saddle clamp	
75 x 50 mm dia saddle clamp	
90 x 32mm dia saddle clamp	
63 x 25mm dia saddle clamp	
90 x 50 mm dia saddle clamp	
GI/ uPVC ADAPTORS	
300 / 280 flanged adaptor	

280 / 280 flanged adaptor	
280 / 250 flanged adaptor	
225 / 225 flanged adaptor	
225 / 200 flanged adaptor	
200 / 200 flanged adaptor	
200 / 110 mm dia uPVC / GI adaptor	
Ditto 160/160 mm	
Ditto 160/150 mm	
Ditto 140/125 mm	
100 / 110 mm dia uPVC / GI adaptor	
110 / 110 mm dia uPVC / GI adaptor	
90 / 75 mm dia uPVC/GI adaptor	
80 / 90 mm dia uPVC/GI adaptor	
80 / 50 mm dia uPVC/GI adaptor	
80 / 80 mm dia GI adaptor	
75 / 60 mm dia uPVC adaptor	
65 / 75 mm dia uPVC adaptor	
50 / 63 mm dia uPVC adaptor	
50 / 63 mm dia GI / uPVC adaptor	
60 / 50 mm dia GI / uPVC adaptor	
50 / 50 mm dia uPVC / GI adaptor	
40 / 50 mm dia GI / PVC -U adaptor	
40 / 50 mm dia GI adaptor	

40 / 40 mm dia GI / PVC -U adaptor	
40 / 32 mm dia uPVC adaptor	
32 / 25 mm dia uPVC adaptor	
25 / 25 mm dia uPVC adaptor	
25 / 20 mm dia uPVC adaptor	

VJ COUPLINGS c/w BOLTS,NUTS,WASHERS and RUBBER RINGS	
Dia 355/350 mm double dia VJ stepped coupling	
Dia 350 mm double flanged steel pipe	
300 / 125 mm dia V/J stepped couplings	
300 / 315 mm dia V/J stepped couplings	
280mm dia to fit normal dia	
280/ 280 mm dia VJ stepped coupling	
280 / 250 mm dia VJ stepped coupling	
250 / 250 mm dia V/J couplings	
250 / 225 mm dia V/J couplings	
225 / 225 mm dia V/J stepped couplings	
225 / 200 mm dia V/J stepped couplings	
200 / 200 mm dia V/J stepped coupling	
160 / 150 mm dia V/J stepped coupling	
160 / 140 mm dia V/J stepped coupling	
150 / 140 mm dia V/J stepped coupling	
140 / 125 mm dia VJ stepped coupling	
125 / 125 mm dia V/J stepped couplings	
125 / 110 mm dia VJ stepped coupling	

125 / 90 mm dia VJ stepped coupling		
100 / 110 mm dia V/J stepped couplings		
110 / 80 mm dia V/J stepped couplings		
100mm dia to fit normal dia		
80 / 90 mm dia V/J stepped coupling		
90 / 50 mm dia VJ stepped coupling		
65 / 75 mm dia VJ stepped coupling		
63 / 50 mm dia VJ stepped coupling		
50mm dia to fit normal dia		
VJ ADAPTORS c/w BOLTS,NUTS,WASHERS and RUBBER RINGS		
350 / 355 dia VJ flanged adapter		
315mm dia		
Ditto for 280mm		
Ditto for 225mm		
Ditto for 160mm		
Ditto for 110mm		
Ditto for 90mm		
Ditto for 63mm		
Ditto for50mm		
REDUCERS		
_		
350 x 250 mm dia double flanged reducer		
350 x 250 mm dia double flanged reducer		
315 x 280 / 250 mm dia double flanged reducer		
300 x 250 mm dia flanged reducer		
250 x 225		

250 x 200		
200 x 125 mm dia double flanged reducer		
225 x 200 Socketed reducer		
200 x 160 socketed reducer		
200 x 140 socketed reducer		
225 x 200 flanged reducer		
225 x 160 flanged reducer		
225 x 150 mm dia double flanged reducer		
200 x 200 flanged reducer		
200 x 160 flanged reducer		
200 x125 flaged reducer		
200 x 150 flanged reducer		
160 x 140 mm dia reducer		
160 x 125 mm dia reducer		
150 x 100 mm dia flanged reducer		
150 x 80 mm dia flanged reducer		
100 x 80 mm dia flanged reducer		
100 x 65 mm dia flanged reducer		
100 x 50 mm dia flanged reducer		
140x125mm dia flanged reducer		
140x110mm dia flanged reducer		
140x 90 mm dia flanged reducer		
125 x 100 mm dia flanged reducer		
125 x 110 mm dia flanged reducer		
125 x 90 mm dia flanged reducer		
125 x 65 mm dia flanged reducer		
125x80mm		
110 x 90 mm		
110 x 63 / 75 mm		
110x32mm dia		
100 x 75mm dia		
90x75 mm		
90mm x 63 mm		
90mm x 50 mm		
90x40mm dia		
80x75mm dia flanged reducer		

80x50mm dia flanged reducer	
75x 63 mm	
75 x 50mm	
75 x 40mm	
75x32mm dia	
75x25mm dia	
65x40 mm	
63x50 mm	
65x50 mm	
63 x 40 mm	
63 x 32/ 25 mm	
50x40 mm	
50x 32mm	
50 x25 mm	
40x32 mm	
40x25 mm	
40x20 mm	
32x25 mm	
32x20 mm	
25 x25 mm	
25 x 20 mm	
40 x 20 mm	
LEVEL INVERT SCOUR TEE (For W/O)	
350 x 100 mm dia Level invert scour tee with flanged branch	
350 x 80 mm dia Level invert scour tee with flanged branch	
300 x 80 mm dia Level invert scour tee with flanged branch	
280 x 80 mm dia Level invert scour tee with flanged branch	
250 x 80 mm dia Level invert scour tee with flanged branch	
225 x 80 mm dia level invert scour tee with flanged branch	

200 x 80 mm dia Level invert scour tee with flanged branch	
200 x 50 mm dia Level invert scour tee with flanged branch	
150 x 80 mm dia Level invert scour tee with flanged branch	
150 x 50 mm dia Level invert scour tee with flanged branch	
125 x 80 mm dia Level invert scour tee with flanges	
100 x 80 mm dia Level invert scour tee with flanges	
125 x 50 mm dia Level invert scour tee with flanges	
100 x 50 mm dia Level invert scour tee with flanges	
110 mm x 50mm level invert scour GI tee with flanged branch	
80 mm x 50mm level invert scour GI tee with flanged branch	
80 mm X 25mm dia level invert scour GI threaded Tee	
65 mm x 50mm level invert scour GI tee with flanged branch	
65 mm x 25mm level invert scour GI tee with flanged branch	
50 x 50 level invert scour GI tee with flanged branch	
50 x 25 level invert scour GI tee with flanged branch	
40 mm x 25mm dia level invert scour GI threaded Tee	
25 mm x 25 / 20 mm dia level invert scour GI tee with flanged branch	
32mm x 25 mm dia level invert scour GI tee with flanged branch	
BENDS (Horizontal)	
11.25 degrees	
355 mm dia	
Dia 315 mm	
300 mm dia	
Dia 280 mm	
250mm dia	
225mm dia	
200mm dia	
160 mm dia	
140mm dia	

125 mm dia	
110 mm dia	
100 mm dia	
90 mm dia	
75 mm dia	
63 mm dia	
50 mm dia	
40 mm dia	
32 mm dia	
25 mm dia	
22.5 degrees	
355 mm dia	
315 mm dia	
300 mm dia	
280m dia	
250mm dia	
225mm dia	
200mm dia	
160 mm dia	
140mm dia	
125 mm dia	
110 mm dia	
100 mm dia	

90 mm dia		
75 mm dia		
63 mm dia		
50 mm dia		
40 mm dia		
32 mm dia		
25 mm dia		
45 degrees		
355 mm dia		
315 mm dia		
-		
300 mm dia		
280m dia		
250mm dia		
225mm dia		
200mm dia		
160 mm dia		
140mm dia		
125 mm dia		
110 mm dia		
100 mm dia		
90 mm dia		
75mm dia		
63 mm dia		
50mm dia		

40 mm dia	
32 mm dia	
25 mm dia	
20 mm dia	
90 degrees	
355 mm dia	
300 mm dia	
280m dia	
250mm dia	
225mm dia	
200mm dia	
160 mm dia	
150 mm dia	
140mm dia	
125 mm dia	
110 mm dia	
100 mm dia	
90mm dia	
80mm dia	
75mm dia	
63 mm dia	
50mm dia	
40 mm dia	

32 mm dia	
25 mm dia	
20 mm dia	
Vertical Bends	
11.25 degrees	
315mm dia	
280 mm dia	
250 mm dia	
200 mm dia	
150 mm dia	
125 mm dia	
110 mm dia	
100 mm dia	
90mm dia	
75mm dia	
63 mm dia	
50mm dia	
40 mm dia	
32 mm dia	
25 mm dia	
20 mm dia	
Excavate for, provide all materials and construct complete inspection valve chambers of internal dimensions 3500 x 2500 x 1200 mm at the pipe junctions. Rates to including thrust blocks, pipe supports as shown in the drawings.	
Excavate for, provide all materials and construct complete inspection valve chambers of internal dimensions 3000 x 2500 x 1200 mm at the pipe junctions. Rates to including thrust blocks, pipe supports as shown in the drawings.	
Excavate for, provide all materials and construct complete inspection valve chambers of internal dimensions 3000 x 1500 x 1200 mm at the pipe junctions. Rates to including thrust blocks, pipe supports as shown in the drawings.	
Excavate for, provide all materials and construct complete ins 2500 x 1500 x 1200 mm at the pipe junctions. Rates to including thrust blocks, pipe supports as shown in the drawings.	
Excavate for, provide all materials and construct complete air valve chambers. Internal dimensions 1200 x 1200 x 1200 mm. Rates to include for all thrust blocks , pipe supports, inspection covers, etc as detailed in the drawings.	

Excavate for, provide all materials and construct complete air valve chambers. Internal dimensions 1000 x 750 x 1200 mm. Rates to include for all thrust blocks , pipe supports, inspection covers, etc as detailed in the drawings.		
ROAD CROSSINGS		
Non-Reinforced		
Reinforced		
INFIELD SYSTEM		
Plot Hydrants		
25 mm dia uPVC/GI adaptor		
25 mm dia GI elbow		
25 mm dia GI straight threaded on both sides 1000 mm long		
25 mm dia GI nipple		
25 mm dia gate valve		
25mm dia flow limiter		
25x 20 mm dia GI tee		
20 mm dia plug		
25mm dia GI union		
Field Hydrants		
uPVC/GI adaptor		
25x19mm dia GI tee		
19mm dia GI riser (1m long)		
19mm dia Equal tee		
19mm dia GI piece (0.1m long)		
19mm dia GI end caps		
Sprinkler System Arrangement		

HDPE pipe (6.0 m long pieces)		
HDPE/GI Adapter		
GI equal tee		
1m high,12/16mm dia GI/HDPE riser with support/tripod		
Sprinklers as specified complete with valve sockets		
HDPE line coupler		
12 mm dia GI end plug		
HDPE bend		
In-field Supply Pipeline (Buried)		
20-25mm dia x 54 m long uPVC pipe per plot		
20-25 mm dia connecting uPVC pipe		
Dia 20/25 mm dia uPVC end cap		
Excavation in normal soil to depth n.e 1m		
In-field Supply Pipeline (Buried)		
20-25mm dia x 54 m long uPVC pipe per plot		
20-25 mm dia connecting uPVC pipe		
Dia 20/25 mm dia uPVC end cap		

SECTION IX. SECURITY FORMS

Notes on Forms of Securities

Samples of acceptable forms of Bid, Performance, and Advance Payment Securities are annexed.[3] Bidders should not complete the Performance and Advance Payment Security forms at this time. Only the successful Bidder will be required to provide Performance and Advance Payment Securities in accordance with one of the forms or in a similar form acceptable to the Employer.

STANDARD FORMS

List of Standard Forms

(i) Form of Invitation for Tenders

(ii) Form of Tender

(iii) Letter of Acceptance

(iv) Form of Agreement

(v) Form of Tender Security

(vi) Performance Bank Guarantee

(vii) Performance Bond

(viii) Bank Guarantee for Advance Payment

(ix) Qualification Information

(x) Tender Questionnaire

(xi) Confidential Business Questionnaire

(xii) Details of Sub-Contractors

(xiii) Request for Review Form

FORM OF INVITATION FOR TENDERS

_____*[date]*

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

Dear Sirs:

Reference:_____[Contract Name]

You have been prequalified to tender for the above project.

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

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

_____

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

Upon payment of a non-refundable fee of Kshs _____

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

_____

[address and location]

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

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

Yours faithfully,

_____ *Authorized Signature*

_____ *Name and Title*

FORM OF TENDER

TO: _____*[Name of Employer)* _____*[Date]*

_____*[Name of Contract]*

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities/Schedule of Rates for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of Kshs._____*[Amount in figures]*Kenya Shillings_____ _____*[Amount in words]*

2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Employer's Representative's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.

3. We agree to abide by this tender until _____*[Insert date]*, and it shall remain binding upon us and may be accepted at any time before that date.

4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.

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

Dated this _____ day of _____20_____

Signature _____in the capacity of_____

duly authorized to sign tenders for and on behalf of _____*[Name of Tenderer*] of _____[*Address of Tenderer]*

Witness; Name_____

Address_____

Signature_____

Date_____

(*Amend accordingly if provided by Insurance Company)*

LETTER OF ACCEPTANCE
[letterhead paper of the Employer]

_____*[date]*

To: _____
[name of the Contractor]

_____
[address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated _____
for the execution of _____
[name of the Contract and identification number,as given in the Tender documents] for the Contract Price of Kshs. _____ *[amount in figures]*[Kenya Shillings_____*(amount in words)*] in accordance with the Instructions to Tenderers is hereby accepted.

You are hereby instructed to proceed with the execution of the said Works in accordance with the Contract documents.

Authorized Signature ……

Name and Title of Signatory ……

Attachment : Agreement

FORM OF AGREEMENT

THIS AGREEMENT, made the _____ day of _____ 20 _____ between _____of[or whose registered office is situated at]_____
(hereinafter called "the Employer") of the one part AND
_____of[or whose registered office is situated at]_____
(hereinafter called "the Contractor") of the other part.

WHEREAS THE Employer is desirous that the Contractor executes
_____
(name and identification number of Contract) (hereinafter called "the Works") located at_____*[Place/location of the Works*]and the Employer has accepted the tender submitted by the Contractor for the execution and completion of such Works and the remedying of any defects therein for the Contract Price of Kshs_____[*Amount in figures*],Kenya Shillings_____[*Amount in words]*.

NOW THIS AGREEMENT WITNESSETH as follows:

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

2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.

   (i) Letter of Acceptance

   (ii) Form of Tender

   (iii) Conditions of Contract Part I

   (iv) Conditions of Contract Part II and Appendix to Conditions of Contract

   (v) Specifications

   (vi) Drawings

   (vii) Priced Bills of Quantities/Priced Schedule of Rates[whichever is applicable]

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The common Seal of _____

Was hereunto affixed in the presence of _____

Signed Sealed, and Delivered by the said _____

Binding Signature of Employer _____

Binding Signature of Contractor _____

In the presence of (i) Name_____

Address_____

Signature_____

[ii] Name _____

Address_____

Signature_____

FORM OF TENDER SECURITY

WHEREAS ……..(hereinafter called "the Tenderer") has submitted his tender dated …… for the construction of …… …… *(name of Contract)*

KNOW ALL PEOPLE by these presents that WE …… having our registered office at ……(hereinafter called "the Bank"), are bound unto ……(hereinafter called "the Employer") in the sum of Kshs.…… for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this ……. Day of ……20……

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers
   Or

2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:

   (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or

   (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

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

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

[date[	*[signature of the Bank]*
[witness]	*[seal]*

PERFORMANCE BANK GUARANTEE

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

Dear Sir,

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

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Kshs. _____ (*amount of Guarantee in figures*) Kenya Shillings_____ (*amount of Guarantee in words*), and we undertake to pay you, upon your first written demand and without civil or argument, any sum or sums within the limits of Kenya Shillings _____ (*amount of Guarantee in words*) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Address _____

Date _____

(Amend accordingly if provided by Insurance Company)

PERFORMANCE BOND

By this Bond, We _____of (or whose registered office is situated at]_____
as Principal (hereinafter called "the Contractor") and _____
_____of[or whose registered office is situated at]_____
as Surety (hereinafter called "the Surety"), are held and firmly bound unto
_____of
[or whose registered office is situated at]_____
as Oblige (hereinafter called "the Employer") in the amount of Kshs._____*[amount of Bond in figures]*Kenya Shillings
_____
[amount of Bond in words], for the payment of which sum well and truly, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a Contract with the Employer dated the _____ day of _____ 20 _____ for the execution of
_____
[name of Contract] in accordance with the Contract documents, Specifications and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

(1) complete the Contract in accordance with its terms and conditions; or

(2) obtain a tender or tenders from qualified tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive tenderer, arrange for a Contract between such tenderer and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

The term "Balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by the Employer to the Contractor under the

Contract, less the amount properly paid by the Employer to the Contractor; or

(3) pay the Employer the amount required by the Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of issuance of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20_____

SIGNED ON _____ SIGNED ON _____

On behalf of _____ On behalf of _____
[name of Contractor] *[name of Surety]*

By _____ By _____

In the capacity of _____ In the capacity of _____

In the presence of; Name _____In the presence of; Name_____

Address_____ Address_____

_____ _____

Signature_____ Signature_____

Date_____ Date_____

BANK GUARANTEE FOR ADVANCE PAYMENT

To: _____ *[name of Employer]* _____*(Date)*
_____*[address of Employer]*

Gentlemen,

Ref: _____*[name of Contract]*

In accordance with the provisions of the Conditions of Contract of the above-mentioned Contract, We,_____*[name and Address of Contractor]* (hereinafter called "the Contractor") shall deposit with _____*[name of Employer]* a bank guarantee to guarantee his proper and faithful performance under the said Contract in an amount of Kshs._____*[amount of Guarantee in figurers]* Kenya Shillings_____*[amount of Guarantee in words]*.

We, _____[*bank or financial institution*], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____[*name of Employer*] on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding Kshs_____[*amount of Guarantee in figures*] Kenya Shillings _____[*amount of Guarantee in words*], such amount to be reduced periodically by the amounts recovered by you from the proceeds of the Contract.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between _____[*name of Employer*] and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

No drawing may be made by you under this guarantee until we have received notice in writing from you that an advance payment of the amount listed above has been paid to the Contractor pursuant to the Contract.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____(*name of Employer*) receives full payment of the same amount from the Contract.

Yours faithfully,

Signature and Seal _____

Name of the Bank or financial institution _____

Address _____

Date _____

Witness: Name: _____

Address: _____

Signature: _____

Date: _____

QUALIFICATION INFORMATION

1. Individual Tenderers or Individual Members of Joint Ventures

1.1 Constitution or legal status of tenderer (attach copy or Incorporation Certificate);
Place of registration: _____

Principal place of business _____

Power of attorney of signatory of tender _____

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

Year	Volume	
	Currency	Value

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

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

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

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

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

Position	Name	Years of	Years of experience

		experience (general)	in proposed position
Project Manager _____ _____ _____ (etc.)	_____ _____ _____	_____ _____ _____	_____ _____ _____

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

_____
_____

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

_____
_____
_____

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

_____
_____

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

_____
_____
_____

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

2 Joint Ventures

2.0 The information listed in 1.1 – 2.0 above shall be provided for each partner of the joint venture.

2.1 The information required in 1.11 above shall be provided for the joint venture.

2.2 Attach the power of attorney of the signatory(ies) of the tender authorizing signature of the tender on behalf of the joint venture

2.3 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that:

a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

b) one of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; and

c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of tenderer;

   ……

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

   ……

3. Telephone number (s) of tenderer;

   ……

4. Telex of tenderer;
   ……

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

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

   ……

   ……

_____
Signature of Tenderer

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 – General

Business Name ……

Location of business premises; Country/Town…….

Plot No…… Street/Road ……

Postal Address…… Tel No……..

Nature of Business……..

Current Trade Licencee No…… Expiring date……

Maximum value of business which you can handle at any time: K. pound……..

Name of your bankers……

Branch……

Part 2 (a) – Sole Proprietor

Your name in full…… Age……

Nationality…… Country of Origin……

Citizenship details ……

Part 2 (b) – Partnership

Give details of partners as follows:

	Name in full	*Nationality*	*Citizenship Details*	*Shares*
1	……			
2	……			
3	……			

DETAILS OF SUB-CONTRACTORS

If the Tenderer wishes to sublet any portions of the Works under any heading, he must give below details of the sub-contractors he intends to employ for each portion.

Failure to comply with this requirement may invalidate the tender.

(1) Portion of Works to be sublet: ……

[i) Full name of Sub-contractor
and address of head office: ……

……

(ii) Sub-contractor's experience
of similar works carried out
in the last 3 years with
Contract value: ……

……

……

(2) Portion of Works to sublet: ……

(i) Full name of sub-contractor
and address of head office: ……

……

……

(ii) Sub-contractor's experience
of similar works carried out

in the last 3 years with

contract value: ……

……

_____ _____

[Signature of Tenderer) Date

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity
_____
_____

To:_____
_____
_____
_____

RE: Tender No._____

Tender Name_____

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

1. Please acknowledge receipt of this letter of notification signifying your acceptance.

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

   *(FULL PARTICULARS)*_____
   _____

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO…….OF……..….20……...

BETWEEN

…….APPLICANT

AND

……RESPONDENT *(Procuring Entity*)

Request for review of the decision of the…… (*Name of the Procuring Entity)* of ……dated the…day of …….20…….in the matter of Tender No……..…of ……..20…

REQUEST FOR REVIEW

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

1.

2.

etc.

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

1.

2.

etc

SIGNED …….(Applicant)

Dated on…….day of ……/…20…

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on …… day

of ……....20….……

SIGNED

Board Secretary

EVALUATION CRITERIA

No	Requirements	Requirements	B1	B2	B3	B4
MR1	Must submit a copy of certificate of registration/incorporation	Year Reg./Incorporated				
MR2	Must submit a copy of valid tax compliance certificate	Serial no. Expiry date				
MR3	Must fill the price schedule in the format approved	Dully filled &signed				
MR4	Must fill the form of Tender in the format provided	Dully filled &signed				
MR5	Must fill a form of tender security of 2% of the tender sum	Form (Bank insurance)Amount (2% of tender sum)validity (120 days)				
MR6	Must submit a copy of certificate of registration with the national construction authority (NCA- 6 & above)	Registration class				
MR7	Must submit a duly filled up confidential business questionnaire in format provided	Duly filled and signed				
MR8	Audited accounts for the last 3 years	Signed and stamped Auditor				
MR9	Must submit a certificate of pre-tender site visit duly signed	Duly signed certificate				
MR10	Litigation history related to government contracts-fill the litigation form and should be signed by the commissioner of oaths	Form signed by commissioner of oaths				

Key

√------ Compliant

X ------Non-compliant

B1-Bidder 1
B2-Bidder 2
B3-Bidder3
B4-Bidder4

At this stage, the tender s submission will either be responsive or non-responsive. The non-responsive submission will be eliminated from the entire evaluation process and will not be considered further.

a) Technical evaluation scores

This section (Technical Evaluation) will be marked out of 100 and will be determine the technical scores (TS)

No	Evaluation Attribute	Weighting score	Max score	B1	B2	B3	B4
T.S.1	Number of years in water systems construction and general civil work	❖ 10 years and above-10 marks ❖ Others prorated at: $\frac{Number\ of\ years \times 10}{10}$	10 marks				
T.S.2	Provide a list of clients and reference to which the company has done similar works (attach certified copies of reference letters	❖ 10 clients with reference letters from the clients-20 marks ❖ Other prorated at $\frac{No\ of\ clients \times 20}{10}$	20 marks				
T.S.3	Financial strength of the company =current Asset Current liabilities	❖ 2.1 ratio-10 marks ❖ Others prorated at $\frac{The\ ratio \times 10}{2}$	10 marks				
T.S.4	Financial strength of the company: Acid Test Ratio=current Asset-Average stock current liabilities	1.1 ratio-10 marks 2.0 others prorated at: $\frac{The\ ratio \times 10}{1}$	10 marks				

T.S.5	Equipment and accessories owned by the company and to be directly assigned to the project during the contract period(Attach certified copies of certificate of ownership purchase receipts sales agreements or lease agreements)	Provide details/list of at least 10 equipment and accessories and explain what they will be used for in the project implementation(2marks for each equipment)	20 marks				
T.S.6	Physical facilities: provide details of physical address and contacts (Attach Evidence)	Details of physical address and contacts with copy of either title, lease documents or latest utility bill	10 marks				
T.S.7	Staffing capacity (Attach certified copies of certificates membership professional bodies	❖ Site Engineer with degree-5 marks ❖ Foreman with diploma -3 marks ❖ Supervisors - 2marks	10 marks				
T.S.8	Delivery schedule of works for the period indicated	Provide details	5marks				
T.S.9	Organizational structure	Give structure with details of responsibilities	5 marks				
Total score			**100**				

Only bidders who score 70% and above will be subjected to financial evaluation. Those who score below 70% will be eliminated at this stage from the entire evaluation process and will not be considered further.

Bidders B2, B3 and B4 attained 70% and above and therefore subjected to financial evaluation.

b) Financial Evaluation

The evaluation will check the arithmetic errors and confirm the changed prices with the tenderer.

Price comparison Schedule

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