



**COUNTY GOVERNMENT OF KISUMU TENDER DOCUMENT**

**FOR**

**PROPOSED CONSTRUCTION & COMPLETION OF THREE BODA BODA SHADES**

***(MARKET MILIMANI WARD)***

***(TENDER NO. CGK/F&P/WDP/01/2016-2017)***

**IN KISUMU COUNTY**

**Client**

**DEPT OF PLANNING & DEVELOPMENT COUNTY GOVERNMENT OF KISUMU**

**Prepared & issued by**

**DEPT OF PLANNING & DEVELOPMENT COUNTY GOVERNMENT OF KISUMU**

**MAY 2017**

**REPUBLIC OF KENYA**  
**STANDARD TENDER DOCUMENT**  
**FOR**  
**PROCUREMENT OF WORKS (BUILDING AND ASSOCIATED CIVIL ENGINEERING WORKS)**

**(REVISED OCTOBER 2006)**

## TABLE OF CONTENTS

	PAGE
INTRODUCTION	STD/3
SECTION I: INVITATION TO TENDER	STD/4
SECTION II: INSTRUCTIONS TO TENDERERS	STD/4 – STD/19
SECTION III: CONDITIONS OF CONTRACT	STD/22- STD/44
SECTION IV: APPENDIX TO CONDITIONS OF CONTRACT	STD/45-STD/47
SECTION V: SPECIFICATIONS	STD/48–STD/49
SECTION VI: DRAWINGS	STD/50
SECTION VII: BILLS OF QUANTITIES	STD/51-STD/53
SECTION VIII: STANDARD FORMS	STD/54-STD/72

## **INTRODUCTION**

1.1 This standard tender document for procurement of works has been prepared for use by procuring entities in Kenya in the procurement of works (i.e. Buildings and associated Civil Engineering Works).

1.2 The following guidelines should be observed when using the document:- (a) Specific details should be furnished in the Invitation to tender and in the special conditions of contract (where applicable). The tender document issued to tenderers should not have blank spaces or options.

(b) The instructions to tenderers and the General Conditions of Contract should remain unchanged. Any necessary amendments to these parts should be made through Appendix to instructions to tenderers and special conditions of contract respectively.

1.3 Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable prospective tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements

The invitation to tender shall be as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have been prequalified following a request for prequalification.

**SECTION IV – APPENDIX TO CONDITIONS OF CONTRACT**

THE EMPLOYER IS

Name: THE COUNTY GOVERNMENT OF KISUMU

Address: Box 2738 40100, KISUMU

Name of Authorized Representative: CHIEF OFFICER, FINANCE & PLANNING

Telephone.....

The Project Manager is

Name: CHIEF OFFICER; DEPARTMENT OF FINANCE & PLANNING

Address: Box 2738 - 40100, KISUMU

Telephone:

Tender Name:

Tender reference

PROPOSED CONSTRUCTION AND COMPLETION OF THREE BODA BODA SHADES

(CGK/F&P/ WDP/01/ 2016-2017)

The Works consists: CONSTRUCTION AND COMPLETION OF BODA BODA SHADE

**The Start Date shall be: AGREED WITH THE PROJECT MANAGER.**

The Intended Completion Date for the whole of the Works shall be 4 WEEKS FROM DATE OF POSSESSION.

The following documents also form part of the Contract: 1S AS LISTED IN CLAUSE 2.3 OF CONDITIONS OF CONTRACT.

The Contractor shall submit a revised program for the Works within \_\_\_\_7\_\_\_\_ days of delivery of the Letter of Acceptance.

The Site Possession Date shall be AGREED WITH THE PROJECT MANAGER.

The Site is located in: VARIOUS SUB COUNTIES SPECIFIED IN THE ADVERT.

The Defects Liability period is \_\_\_\_\_180\_\_\_\_\_ days.

Other Contractors, utilities etc., to be engaged by the Employer on the Site Include those for the execution of;

The minimum insurance covers shall be;

1. The minimum cover for insurance of the Works and of Plant and Materials in respect of the Contractor's faulty design is:

2. The minimum cover for loss or damage to Equipment is Kshs 500,000

3. The minimum for insurance of other property is Kshs 500,000

4. The minimum cover for personal injury or death insurance

i) For the Contractor's employees is Kshs 1,000,000

(ii) And for other people is Kshs 1,000,000

The following events shall also be Compensation Events:

1. NONE (ONLY AS LISTED IN CLAUSE 24 OF THE CONDITIONS OF CONTRACT.

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_ the period between Program updates is 7 days.

The amount to be withheld for late submission of an updated Program is WHOLE CERTIFICATE

The proportion of payments retained is 10% percent.

The Limit of Retention is 5% percent.

The Price Adjustment Clause SHALL NOT apply

The liquidated damages for the whole of the Works is Kshs. \_5000 (per week or part thereof)

The Performance Security shall be for the following minimum amounts equivalent to: 5% of Contract Price the Completion Period for the Works is 8 [Weeks]

The rate of exchange for calculation of foreign currency payments is NOT APPLICABLE The schedule of basic rates used in pricing by the Contractor is as attached [Contractor to attach].

Advance Payment SHALL NOT BE granted. Prices for V.A.T. should be given as a percentage at the GRAND SUMMARY PAGE

Copies of tender documents: only one copy will be required.

TENDER EVALUATION CRITERIA After tender opening, the tenders will be evaluated in 3 stages, namely: 1. Determination of Responsiveness 2 Detailed Technical Examination 3 Financial Evaluation.

STAGE 1- DETERMINATION OF RESPONSIVENESS A) PRELIMINARY EXAMINATION this stage of evaluation shall involve examination of the pre-qualification conditions as set out in the Tender Advertisement Notice or Letter of Invitation to Tender and any other conditions stated in the bid document. These conditions may include the following: (a) Category of Registration with National Construction Authority (NCA 1 & 2 Only) in the relevant trade. (b) Class of Licenses with the relevant statutory bodies e.g. Local Authorities, etc. (c) Current Tax Compliance Certificate (d) Provision of Bid Security (e) Dully filled Form of Tender (f) Dully filled Confidential Business Questionnaire (g) Any other conditions included in the advertisement notice/Invitation letter. Note: The bid security shall be in accordance with clauses 13 and 23.2 of Instruction to Tenderers which states as follows: Clause 13.1 of Instruction to Tenderers, “the tenderers shall furnish as part of his tenders a tender surety in the amount stated in the tender document in the Appendix to Instructions to Tenderers”.

Clause 13.2 of Instruction to Tenderers, “the unconditional Tender surety shall be in Kenya shillings and be in form of a certified cheque, bank draft, an irrevocable letter of credit or a guarantee from a reputable Bank located in the Republic of Kenya (approved by the employer). The format of the surety shall be in accordance with the sample form included in the tender documents and the tender surety shall be valid for 150 days from the date of tender opening”.

Clause 23.2 of Instruction to Tenderers: “For the purposes of this clause, a substantially responsive tender is one which conforms to all terms and condition and specifications of the tender document without material deviation or reservation and has a valid Bank guarantee”. Please note that an insurance bond is now acceptable as indicated in clause 4 of the Appendix above The employer may seek further clarification/confirmation if necessary to confirm authenticity/ compliance of any condition of the tender. The tenderers who do not satisfy any of the above requirements shall be considered Non-Responsive and their tenders will not be evaluated further.

**B) COMPLETENESS OF TENDER DOCUMENT**

The tender document shall be examined based on clause 2.2 of the Instruction to Tenderers which states as follows: In accordance with clause 2.2 of Instruction to Tenderers, the tenderers will be required to provide evidence for eligibility of the award of the tender by satisfying the employer of their eligibility under sub clause 2.1 of Instruction to Tenderers and adequacy of resources to effectively carry out the subject contract. The tenderers shall be required to fill the Standards Forms provided for the purposes of providing the required information. The tenderers may also attach the required information if they so desire. The award of points for the STANDARD FORMS considered in this section shall be as shown below

PARAMETER MAXIMUM POINTS

(i) Statement of Compliance -----	
(ii) Tender Questionnaire - -----	
(iii) Key personnel - -----	
15 (iv) Contract Completed in the last Five (5) years - -----	
(v) Schedules of on-going projects -----	
(vi) Schedules of contractors equipment -----	
(vii) Audited Financial Report for the last 3 years-----	
(viii) Evidence of Financial Resources -----	
(ix) Name, Address and Telephone of Banks (Contractor to provide) ---- -----	
(x) Litigation History-----	
(xi) Sanctity of the tender document as in accordance with clause of instruction to tenderer -----	
-----	10

TOTAL



## **SECTION V - SPECIFICATIONS**

### Notes for preparing Specifications

1.0 Specifications must be drafted to present a clear and precise statement of the required standards of materials, and workmanship for tenderers to respond realistically and competitively to the requirements of the Employer and ensure responsiveness of tenders. The Specifications should require that all materials, plant, and other supplies to be permanently incorporated in the Works be new, unused, of the most recent or current models, and incorporating all recent improvements in design and materials unless provided otherwise in the Contract. Where the Contractor is responsible for the design of any part of the permanent Works, the extent of his obligations must be stated.

2.0 Specifications from previous similar projects are useful and may not be necessary to rewrite specifications for every Works Contract.

3.0 There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors, such as highways, urban housing, irrigation and water supply. The General Specifications should cover all classes of workmanship, materials and equipment commonly involved in constructions, although not necessarily to be used in a particular works contract. Deletions or addenda should then adapt the General Specifications to the particular Works.

4.0 Care must be taken in drafting Specifications to ensure they are not restrictive. In the Specifications of standards for materials, plant and workmanship, existing Kenya Standards should be used as much as possible, otherwise recognized international standards may also be used.

5.0 The Employer should decide whether technical solutions to specified parts of the Works are to be permitted. Alternatives are appropriate in cases where obvious (and potentially less costly) alternatives are possible to the technical solutions indicated in tender documents for certain elements of the Works, taking into consideration the comparative specialized advantage of potential tenderers.

The Employer should provide a description of the selected parts of the Works with appropriate reference to Drawings, Specifications, Bills of Quantities, and Design or Performance criteria, stating that the alternative solutions shall be at least structurally and functionally equivalent to the basic design parameters and Specifications.

Such alternative solutions shall be accompanied by all information necessary for a complete evaluation by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, proposed construction methodology, and other relevant details. Technical alternatives permitted in this manner shall be considered by the Employer each on its own merits and independently of whether the tenderer has priced the item as described in the Employer's design included with the tender documents.

## **SECTION VI - DRAWINGS**

Note 1. A list of drawings should be inserted here

2. The actual drawings including Site plans should be annexed in a separate booklet.

## **SECTION VII - BILL OF QUANTITIES**

Notes for preparing Bills of Quantities

1.0 The objectives of the Bills of Quantities are;

- (a) To provide sufficient information on the quantities of Works to be performed to enable tenders to be prepared efficiently and accurately; and
- (b) when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

2.0 The Bills of Quantities should be divided generally into the following sections:

(a) Preliminaries.

The preliminaries should indicate the inclusiveness of the unit prices, and should state the methods of measurement which have been adopted in the preparation of the Bill of Quantities and which are to be used for the measurement of any part of the Works.

The number of preliminary items to be priced by the tenderer should be limited to tangible items such as site office and other temporary works, otherwise items such as security for the Works which are primarily part of the Contractor's obligations should be included in the Contractor's rates.

(b) Work Items

(i) The items in the Bills of Quantities should be grouped into sections to distinguish between those parts of the Works which by nature, location, access, timing, or any other special characteristics may give rise to different methods of construction, or phasing of the Works, or considerations of cost. General items common to all parts of the Works may be grouped as a separate section in the Bill of Quantities.

(ii) Quantities should be computed net from the Drawings, unless directed otherwise in the Contract, and no allowance should be made for bulking, shrinkage or waste. Quantities should be rounded up or down where appropriate.

(iii) The following units of measurement and abbreviations are recommended for use.

Unit Abbreviation Unit Abbreviation cubic meter hectare hour kilogram lump sum meter metric ton (1,000 kg) m<sup>3</sup> or cu m ha h kg sum m t millimeter month number square meter square millimeter .

(iv) The commencing surface should be identified in the description of each item for Work involving excavation, boring or drilling, for which the commencing surface is not also the original surface. The excavated surface should be identified in the description of each item for Work involving excavation for which the excavated surface is not also the final surface. The depths of Work should be measured from the commencing surface to the excavated surface, as defined.

(c) Day work Schedule

A Day work Schedule should be included if the probability of unforeseen work, outside the items included in the Bill of Quantities, is relatively high. To facilitate checking by the Employer of the realism of rates quoted by the tenderers, the Day work Schedule should normally comprise:

(i) a list of the various classes of labour, and materials for which basic Day work rates or prices are to be inserted by the tenderer, together with a statement of the conditions under which the Contractor will be paid for Work executed on a Day work basis; and

(ii) a percentage to be entered by the tenderer against each basic Day work Subtotal amount for labour, materials and plant representing the Contractor's profit, overheads, supervision and other charges (d) Provisional Quantities and Sums (i) Provision for quantity contingencies in any particular item or class of Work with a high expectation of quantity overrun should be made by entering specific "Provisional Quantities" or "Provisional Items" in the Bill of Quantities, and not by increasing the quantities for that item or class of Work beyond those of the Work normally expected to be required. To the extent not covered above, a general provision for physical contingencies (quantity overruns) should be made by including a "Provisional Sum" in the Summary of the Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a "Provisional Sum" in the Summary of the Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises.

(ii) Provisional sums to cover specialized works normally carried out by Nominated Sub Contractors should be avoided and instead Bills of Quantities of the specialized Works should be included as a section of the main Bills of Quantities to be priced by the Main Contractor. The Main Contractor should be required to indicate the name (s) of The specialized firms he proposes to engage to carry out

The specialized Works as his approved domestic sub-contractors. Only provisional sums to cover specialized Works by statutory authorities should be included in the Bills of Quantities.

(e) Summary

The Summary should contain a tabulation of the separate parts of the Bills of Quantities carried forward, with provisional sums for Day work, for physical (quantity) contingencies, and for price contingencies (upward price adjustment) where applicable.

## **SECTION VIII – 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) Bank Guarantee for Advance Payment
- (viii) Qualification Information
- (ix) Tender Questionnaire
- (xi) Confidential Business Questionnaire
- (x) Statement of Foreign Currency Requirement
- (xi) Details of Sub-Contractors

**FORM OF INVITATION FOR TENDERS**

\_\_\_\_\_ [date]

To: \_\_\_\_\_ [name of Contractor]

\_\_\_\_\_ [address]

Dear Sirs:

Reference: \_\_\_\_\_ [Contract Name]

You have been pre-qualified to tender for the above project.

We hereby invite you and other pre-qualified 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 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 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 Project Manager’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 \_\_\_120 days after tender opening \_\_\_\_ [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 Employer]  
of \_\_\_\_\_ [Address of Employer]

Witness; Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



**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
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 \_\_\_\_\_

**NO 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.20,000 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 cavil or argument, any sum or sums within the limits of Kenya Shillings \_\_\_\_\_ (amount of Guarantee in words) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

We further agree that no change, addition or other modification of the terms of the Contract or of the Works to be performed 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 \_\_\_\_\_

**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 figures] 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 & contact person

Type of work performed

Value of Contract year of completion

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?)



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

Position Name Years of experience (general)

Years of experience in proposed position

Project Manager

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

2.4 The information listed in 1.1 – 1.10 above shall be provided for each partner of the joint venture.

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

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

2.7 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 address 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 2 (c) and 2 (d) 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 Licence 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.....			
--------	--	--	--

**Part 2(c) – Registered Company:**

Private or public.....

State the nominal and issued capital of the Company-

Nominal Kshs.....

Issued Kshs.....

Give details of all directors as follows:

Name in full. Nationality. Citizenship Details\*. Shares.

1.....

2.....

3.....

4.....

Part 2(d) – Interest in the Firm:

Is there any person / persons in .....(Name of Employer) who has interest in this firm?

Yes/No.....(Delete as necessary)

I certify that the information given above is correct.

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

(iii) Attach proof of citizenship

**STATEMENT OF FOREIGN CURRENCY REQUIREMENTS**

(See Clause 23] of the Conditions of Contract)

In the event of our Tender for the execution of \_\_\_\_\_ (name of Contract) being accepted, we would require in accordance with Clause 21 of the Conditions of Contract, which is attached hereto, the following percentage:

(Figures)..... (Words)..... of the Contract Sum, (Less Fluctuations) to be paid in foreign currency.

Currency in which foreign exchange element is required:

.....

Date: The ..... Day of ..... 20.....

Enter 0% (zero percent) if no payment will be made in foreign currency.

Maximum foreign currency requirement shall be \_\_\_\_\_ (percent) of the Contract Sum, less Fluctuations.

\_\_\_\_\_ (Signature of Tenderer)

**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.

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

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.

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



*Bill of quantities for the proposed construction of boda boda shades*

**COUNTY GOVERNMENT OF KISUMU**

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>Element 01; PRELIMINARIES</u></b>				
	<b><u>Publicity signboard</u></b>				
A	Allow for providing, erecting, maintaining throughout the course of the contract signboard as designed specified and approved by the project manager.	ITEM			
B	Allow for the establishment or erecting, maintaining throughout the course of the project contract a site office or store as directed and approved by the project manager.	ITEM			

*Bill of quantities for the proposed construction of boda boda shades*

**COUNTY GOVERNMENT OF KISUMU**

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>ELEMENT 02;SUBSTRUCTURE</u></b>				
A	<b>Site clearance</b>				
	Clear the site of all grass shrubs and all vegetation ; grub out roots & stumps dispose off all the arising as directed by the project manager	50	Sm		
B	<b>Excavation and earthworks</b>				
	Excavate over site average 150mm deep to remove vegetable soil, load up, wheel and deposit away from the site as directed by the project manager.	40	Sm		
C					
D	Excavate hole for steel pole of diameter 75mm to a depth of 500mm	16	No		
E	Excavate for strip foundation as directed by the project manager.	14	Cm		
F	Remove excess materials	20	Cm		
	Backfill all round	7	Cm		
G					
	<b>Disposal of water</b>				
I	Allow for keeping excavation free from mud underground or storm water	1	Item		
	Provide, spread and compact natural gravel in an interval of 150mm to form 300mm	12	Sm		
J					
	<b>walling</b>				
	Provide 200mm thick foundation wall	20	Sm		

*Bill of quantities for the proposed construction of boda boda shades*

**COUNTY GOVERNMENT OF KISUMU**

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	Provide formwork for vertical sides of the floor	12	Lm		
B	Provide 50mm thick Murram blinding	40	Sm		
C	Provide and well lay 1000 gauge polythene damp proof membrane to floor at 300mm laps	40	Sm		
D	Mesh fabric reinforcement to BS 4483BRC A 142 weighing 2.22kg/m <sup>2</sup>	40	Sm		
	<b>Insitu reinforced vibrated concrete class 20/20 mm aggregate</b>				
E	150mm thick floor slab	6	cm		
F	Provide and fix 150mm diameter steel poles as directed by the engineer	16	No		
	<b>Total carried to collection for substructure</b>				

*Bill of quantities for the proposed construction of boda boda shades*

**COUNTY GOVERNMENT OF KISUMU**

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b>ELEMENT 03; Superstructure</b>				
A	Provide and neatly welded steel plates and square tubes to cover $\frac{3}{4}$ of the back and sides of the shade and make a bench in cooperating an office as instructed by the engineer	24	Sm		
	<b>DOORS AND WINDOW</b>				
	<b>doors</b>				
B	Steel door size 1200×2100mm	1	No		
	<b>Window</b>				
C	1000×1000mm	2	No		
	<b>Total carried to collection for superstructure</b>				

*Bill of quantities for the proposed construction of boda boda shades*

**COUNTY GOVERNMENT OF KISUMU**

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>ELEMENT 04; ROOFING &amp; FINISHES</u></b>				
	<b>Roof structure;</b>				
	<b>All timber to be sawn cypress of G.S Grade seasoned to equilibrium moisture content btwn 9% and 15% to a requirement of K.S 02771 of 1991 treated with wood preservative.</b>				
	<b>Supply and fix the following well-seasoned celcured sawn timber</b>				
A	100×50mm wall plate raged-bolted at 1000mm centre to centre	25	Lm		
B	75×50mm struts and its members	40	Lm		
C	75×50mm purlins	20	Lm		
D	Weld MS plate 300mm all-round the roof on wall part	7.8	Sm		
E	Apply 38mm well coloured cement sand screed bed 1;3 finish	40	Sm		
	<b>Roof cover</b>				
F	Provide roof cover 30g iron sheet	40	Sm		
	<b>Total carried to collection</b>				

*Bill of quantities for the proposed construction of boda boda shades*

**COUNTY GOVERNMENT OF KISUMU**

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b>PRIME COSTS PROVISIONAL SUMS</b>				
A	Allow a provisional sum of only for project administration fee. 37,500		item		37,500.00
	Total carried to collection				

Bill of quantities for the proposed construction of boda boda shades

**COUNTY GOVERNMENT OF KISUMU**

ITEM	DESCRIPTION	QTY	UNITY	RATE	AMOUNT
	<b>SUMMARY</b>				
	<b>Preliminary</b>				
	<b>Measured works page 02, 03, 04, &amp; 05 (3 BODA BODA)</b>				
	<b>Pc/provisional sum (37,500)</b>				
	<b>Sub total</b>				
	<b>16 % VAT</b>				
	<b>GRAND TOTAL SUMMARY TO FORM OF TENDER</b>				

AMOUNT IN WORDS.....  
 .....  
 .....

NAME OF TENDERER.....

ADDRESS .....

SIGNATURE.....DATE.....

WITNESS.....

ADDRESS.....

SIGNATURE.....DATE.....