



COUNTY GOVERNMENT OF KISUMU TENDER DOCUMENT
FOR
COMPLETION OF OGONGO ECDE (CENTRAL KISUMU 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**

JUNE 2017

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

(REVISED OCTOBER 2006)

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 COMPLETION OF OGONGO (CENTRAL KISUMU WARD)

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

The Works consists: BUILDING WORKS

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 -----

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) m³ or cu m ha h kg sum m t millimeter month number square meter square millimeter week mm mon nr m² or sq m mm² or sq mm wk

(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) Daywork Schedule

A Daywork 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 Daywork 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 Daywork, 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 of20.....

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

COUNTY GOVERNMENT OF KISUMU

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT 01; SUBSTRUCTURE (PROVITIONAL)</u>				
A	Clear site off all vegetation including small trees shrubs and bushes	63.75	Sm		
	<u>EARTHWORKS</u>				
B	Excavate to remove top vegetable soil and heap as directed on site ; average depth of 200mm	63.75	Cm		
C	Excavate foundation trenches commencing from reduced level; not exceeding 1.5m deep	16.8	Cm		
D	Excavate pits for column bases commencing from reduced level; not exceeding 1.5m deep	2	Cm		
E	Return, fill and ramp selected soil in foundations	5	Cm		
F	Remove surplus spoil from site to a location approved by the owner	10.08	Cm		
G	Extra over all excavations and earthworks for breaking up rock at any point		ITEM		
	<u>CONCRETE</u> <u>Plain concrete class 15</u>				
H	50mm thick blinding to strip foundation	16.8	Cm		
	<i>Total carried to collection</i>				

COUNTY GOVERNMENT OF KISUMU

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Ditto to column bases	1	Cm		
	<u>Reinforced concrete class 20/20; vibrated in</u>				
	Strip foundations	4	Cm		
	Column bases	2	Cm		
	Substructure columns	1	Cm		
	300x200mm thick beam	2	Cm		
	200mm thick floor bed to bases	54	Sm		
	<u>Reinforcement</u>				
	<u>Mild steel reinforcement bars; hot rolled; to BS 4449 including bends hooks, tying wire, distance blocks and spacers</u>				
	8mm bars	10	Kg		
	<u>High tensile, square twisted bar reinforcement to BS 4461</u>				
	8mm bars	9	Kg		
	10mm bars	12	Kg		
	12mm bars	6	Kg		
	Mesh reinforcement No A142 weighing 2.22kg per square meter; in floor slab: including all necessary supports: allow for laps and bonding to existing slabs.	48	Sm		
	<u>Sawn formwork: to</u>				
	Sides; strip foundation	8	Sm		
	Ditto to column	7.2	Sm		
	<i>Total carried to collection</i>				

COUNTY GOVERNMENT OF KISUMU

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Sides; substructure column		Sm		
	Edges of surface bed: over 75mm but not exceeding 150mm girth	6	Lm		
	<u>Walls</u>				
	200mm thick natural local stone foundation walls; Bedded and jointed in cement and sand (1:4) mortar.	67.2	Sm		
	<u>Hardcore</u>				
	300mm thick hardcore of approved inert material: well-watered and compacted in 150mm thick (max) layers	14.4	Cm		
	<u>Murram fill</u>				
	Selected Murram fill; imported ; well-watered and compacted in 50mm thick (max) layer	2.4	Cm		
	<u>Anti-termite treatment</u>				
	Dragnet FT' anti-termite chemical treatment; applied by insect ltd or other approved professional pest control specialist; applied strickly in accordance with the manufactures instruction: 10 years gurrantee	48	Sm		
	<u>Blinding</u>				
	50mm thick approved quality quarry dust blinding to surface of hardcore	48	Sm		
	<u>Dpm</u>				
	Gauge 1000 polythene damp proof membrane	48	Sm		
	<i>Total carried to collection</i>				

COUNTY GOVERNMENT OF KISUMU

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p>Plinth finishes <u>25mm thick cement and sand (1;4) rendering:</u> <u>on concrete or stonework: wood float finished</u> <u>to</u></p>				
	Plinth externally	16.8	Sm		
	<p><u>Prepare surfaces and apply undercoat and two</u> <u>finishing coats black bituminous paint</u></p>				
	Plinth; externally	16.8	Sm		
	Total carried from above				
	<i>Total carried to summary for substructure</i>				

COUNTY GOVERNMENT OF KISUMU

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT 02: SUPERSTRUCTURE				
	<u>Walling</u>				
	<u>External walling</u>				
	<u>Natural stone walls as local approved stone; medium chisel dressed both sides; bedded jointed in cement sand (1;3) mortar; flush vertical and horizontal joints in</u>				
	200mm thick walls	67.2	Sm		
	Ditto 200mm thick gable walls	10	Sm		
	<u>Horizontal bituminous hessian base to BS 743 type A; OR other equal approved damp-proof course; in cement/ sand (1;3)</u>				
	200mm wide: under walling	28	Lm		
	INTERNAL WALLS				
	<u>Natural stone walls as local approved stone; medium chisel dressed both sides; bedded, jointed and pointed in cement sand (1;3) mortar; flush vertical and horizontal joints; in</u>				
	200mm thick; ditto		Sm		
	150mm thick ; ditto	12	Sm		
	100mm thick ; ditto		Sm		
	<u>Approved expansion joint filler</u>				
	Joint filler		Lm		
	Total carried to collection				

COUNTY GOVERNMENT OF KISUMU

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>Bituminous hessian base to BS743 type A; or equal approved damp-proof course; in cement sand (1;3) mortar</u>				
	200mm wide		Lm		
	150mm wide		Lm		
	100mm wide		Lm		
	Total carried to collection for superstructure				

COUNTY GOVERNMENT OF KISUMU

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT 03; SUPERSTRUCTURE CONCRETE				
	<u>In situ reinforced concrete class 20/20 vibrated; in</u>				
	200x200mm columns		Cm		
	300x200mm ring beams	5.8	Cm		
	Steel reinforcement				
	<u>Mild steel reinforcement bars: bars hot rolled to BS 4449 including bends, hooks, tying wire, distance blocks and spacers</u>				
	8mm bars	7	Kg		
	<u>High yield square twisted steel bar reinforcement to BS 4461 and KS 02-22:1976: including bends; hooks, tying wire, distance blocks and spacers</u>				
	12mm bars	8	Kg		
	<u>Sawn to formwork; to</u>				
	Sides and soffits; beams	16.8	Sm		
	75mm steel pole complete with foundation and connections to wall plate	4	lm		
	TOTAL CARRIED TO SUPER STRUCTURE				

COUNTY GOVERNMENT OF KISUMU

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT 04 ROOF</u>				
	<u>Roof structure</u>				
	<u>Sawn cypress second grade clean pre-treated with wood preservative to engineers approval including jointing and connections as necessary</u>				
	50×150mm rafters; in trusses	60	Lm		
	150×50mm tie beam and timber members	84	Lm		
	100×50mm struts and ties	108	Lm		
	200×25mm ridge piece	35	Lm		
	75×50mm purlins (over and under)	72	Lm		
	100×50mm wall plate: fixed to concrete with approved bolts at 1000mm c/c	24	Lm		
	MS cleat 50×175×100mm-4mm thick	24	No		
	12mm diameter high density anchor bolt 200mm long built into beam including nut and washers	24	No		
	10mm diameter bolt with washers bolted at the tie members into the roof truss	24	No		
	<u>ROOF COVERING</u>				
	<u>Gauge 28 prepainted coloured sheet</u>				
	Roof covering	65	Sm		
	Ridge/hip cap to match	13	Lm		
	Total carried to collection				

COUNTY GOVERNMENT OF KISUMU

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>Rainwater goods</u>				
	<u>Galvanised iron metal sheet; 28g; prepainted</u>				
	150×150mm box gutter fixed to fascia board with including steel flat brackets at 1500mm (maximum) centres; holes for down pipes as necessary; closed ends	24	Lm		
	150×150mm square section rain water downpipe: holderbats at 1500mm (max) centers	10	Lm		
	Extra over ditto for 800mm swan neck offset	4	No		
	Ditto for shoe	4	No		
	<u>PVC to the eaves</u>				
	Pvc vista t&g over mosquito net nailed on and including 50×50mm bearers	0	Sm		
	<u>Wrot cypress</u>				
	225×25mm fascia board	0	Lm		
	Ditto verge board		Lm		
	<u>Prepare surfaces and apply undercoat and two finishing coats first greade gloss enamel paint as crown paint on wooden surface</u>				
	Fascia board and barge surfaces over 200but not exceeding 300mm girth	34	Sm		
	TOTAL CARRIED FROM ABOVE				
	Total carried to collection for roof works summary				

COUNTY GOVERNMENT OF KISUMU

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT NO 05; DOORS & WINDOWS				
	<u>Steel door</u> Door size 2000×800mm	1	No		
	<u>Flush doors</u>				
	<u>45mm thick flush door solid core hardwood veneer facing to both sides: hardwood lipped edges</u>		No		
	<u>40mm thick flush door; semi solid hardwood veneer facing to both sides; hard lipped edges</u>		No		
	<u>Wrot hardwood prime grade stained</u>				
	200×50mm door frame rebeted plugged		Lm		
	150×50mm door frame rebated plugged	10.81	Lm		
	100×50mm transome rebated plugged		Lm		
	50×20mm architraves		Lm		
	25mm quadrant		Lm		
	Total carried to collection				

COUNTY GOVERNMENT OF KISUMU

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>Prepare and apply one coat undercoat and two coats polyrethene clear lacquer paint as "crown paint on wooden surface</u>				
	Door; general surface	12	Sm		
	Surface over 200mm but not exceeding 300mm girth frame architraves and quandrant	20	Sm		
	Surfaces over 100mm but not exceeding 200mm girth frame architraves and quandrant	21	Sm		
	Ironmongery				
	<u>Supply and fix English union or other equal approved ironmongery</u>				
	Brass but hinges 100×75×2mm		Prs		
	3-lever brass door handle		No		
	2-lever brass door handle		No		
	Rubber door stop		No		
	<i>Total carried to collection</i>				

COUNTY GOVERNMENT OF KISUMU

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p><u>ELEMENT 06; WINDOWS</u></p> <p><u>Approved precast concrete cill bedded and joint in cement sand 1;3 mortar pointed in matching coloured cement</u></p> <p>150×25mm thick cill onces weathered and throated</p> <p><u>Wrot cypress prime grade</u></p> <p>Pelmet box 100×20mm cypress top 100×20mm fascia 25×25mm cypress bearer ; 20×100mm return ends</p> <p><u>Medium duty aluminium curtain rail to architects approval</u></p> <p>Approval channel curtain rail track; double tracks; fixed to pelmet boxes; with and including glides at 50mm centres; end stops, fixing screws, laps and hooks; fixed to timber bracket</p> <p><u>Wrot hardwood</u></p> <p>50×25mm battern</p> <p>12mm beading</p> <p><u>Prepare surfaces; and apply undercoat and two finishing coats first grade gloss enamel paint as "crown paint" or other approved; on wooded surfaces; to</u></p> <p>Surfaces over 200 but not exceeding 300mm girth; pelmet boxes</p>	15	Lm		
	<i>Total carried to collection</i>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>Supply, assemble and fix the following purpose made steel casement windows as "BOOTH" STD incorporating complete with fixing lugs on, hooded mosquito proofed permanent vent, type hinges including all necessary cutting, 4mm thick clear glass(m.s) and glazing ironmongery from" general steel fabricator"</u>				
	Window size 1100×1100mm	4	No		
	Louver size 1100×50mm		No		
	<u>Burglar proofing</u>				
	18mm square section steel bars to entire length of windows painted to match windows		Sm		
	<u>4mm thick clear sheet glass and glazing to steel casement windows with and including linseed putty; in panes</u>				
	Panes; not exceeding 0.50sm	15	Sm		
	<u>4mm thick obscure sheet glass and glazing to steel casement windows with and including linseed putty; in panes</u>				
	Panes; not exceeding 0.50sm		Sm		
	<u>Prepare surfaces ;apply undercoat and two finishing coats first grade gloss paint as "crown paint" or equal approved metallic paint; on metallic surfaces burglar proofing</u>				
	General surface; burglar proofing grilles internally	3	Sm		
	Ditto externally	3	Sm		
	<i>Total carried to collection</i>				

COUNTY GOVERNMENT OF KISUMU

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Element 07; FINISHES				
	Floor finishes				
	<u>Cement and sand (1;4) screed; to hacked floors;in</u>				
	32mm thick steel trowelled screed	112	Sm		
	<u>Wrot hardwood</u>				
	100×25mm skirting; one round junction with wall finish; one covered junction with floor finish; counter sinking and flush pelleting	60	Lm		
	Internal wall finishes				
	<u>Plaster; 9mm first coat of cement/lime putty/sand (1;2;9) ; 3mm second coat of cement/lime putty/sand (1;1;6); steel trowelled; on masonry or concrete; to</u>				
	Wall; internally	168	Sm		
	<u>Prepare surfaces and apply undercoat and two finishing coat silk vinyl emulsion paint as "crown paint" or other equall approved on plastered masonry or concrete wall surfaces; to</u>				
	Wall; internally	168	Sm		
	<i>Total carried to collection</i>				

COUNTY GOVERNMENT OF KISUMU

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p>External wall finishes</p> <p><u>Cement and sand (1;4) render; on concrete or masonry steel trowel finished; to</u></p> <p>15mm thick; to walls and concrete; externally to receive paint</p> <p>67.2 Sm</p>	67.2	Sm		
	<p><u>Prepare surfaces and apply undercoat & two finishing coat first grade emulsion paint as "crown paints" or other equal approved on plasterd masonry or concrete surfaces;</u></p> <p>Walls and concrete ; externally</p> <p>67.2 Sm</p>	67.2	Sm		
	<p><u>Key pointing</u></p> <p>Key pointing to masonry walls; externally</p> <p>67.2 Sm</p>	67.2	Sm		
	<p><u>Extra over softboard ceiling including 50×50 & 75×50mm intermediate brandering @ 600mm c/c</u></p> <p>Soffits</p> <p>Cornice</p> <p>50×50mm cornice; one rounded junction with wall finish; one coved junction with wall finish; counter sinking and flush pelleting</p> <p>67.2 Lm</p>	67.2	Lm		
	<p><u>Prepare surfaces and apply undercoat and two finishing coat silk vinyl emulsion paint as "crown paints" or other equal approved on gypsum ceiling surfaces;to</u></p> <p>Soffits</p> <p>Surfaces over 100mm but not exceeding 200mm girth; cornice</p> <p>67.2 Sm</p>	67.2	Sm		
	<p>Surfaces over 100mm but not exceeding 200mm girth; cornice</p> <p>67.2 Lm</p>	67.2	Lm		
	<i>Total carried to collection</i>				

COUNTY GOVERNMENT OF KISUMU

GRAND SUMMARY

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Preliminaries				
	Total measured work				
	Allow provisional sum 65,000 for administration management and supervision				65,000
	SUBTOTAL				
	16% VAT				
	TOTAL SUMMARY CARRIED TO TENDER FORM				

AMOUNT IN WORDS.....

NAME OF TENDERER.....

ADDRESS.....

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

WITNESS NAME.....

ADDRESS.....

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