KISII COUNTY GOVERNMENT
MINISTRY OF HEALTH

KISII TEACHING & REFERRAL HOSPITAL
P.O BOX 92 KISII

INVITATION TO BID FOR SMALL WORKS:

TENDER NAME: WATER AND SANITATION WORKS
AT KISII TEACHING & REFERRAL HOSPITAL

TENDER NO: KTRH/ME/GRT/31/2016-2017

ALL TENDERERS ARE ADVISED TO READ CAREFULLY THIS TENDER DOCUMENT IN ITS ENTIRETY BEFORE MAKING BID
A. Tender Submission Format – Non financial proposal

This order and arrangement shall be considered as the Tender Submission Format, Non-Financial. Tenderer shall tick against each item indicating that they have provided it.

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<tr>
<th>No.</th>
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<th>Tick Where Provided</th>
<th>Official Use only</th>
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<td></td>
<td>Hard copy document</td>
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<td>2</td>
<td>A Copy of Certificate of Registration /incorporation</td>
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<td>3</td>
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<td>6</td>
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<td>7</td>
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<td>10</td>
<td>Curriculum vitae for the technical persons</td>
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<td>11</td>
<td>Copy of valid NCA Certificate</td>
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<td>12</td>
<td>Copy of registration certificate for either youth, women or persons with disabilities</td>
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A. **Tender Submission Format- Financial Proposal**

This order and arrangement shall be considered as the tender submission format, financial. Tenderers shall tick against each item indicating that they have provided it.

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<th>Official use</th>
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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 (e.g. Buildings, Roads, Bridges, Repairs and Maintenance) which the procuring entity considers to be small and where it is not required to be open tendering.

1.2 The following guidelines should be observed when using the document:-

(a) Specific details should be furnished in the tender notice 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 (a) 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.

1.4 The cover of the tender document should be modified to include:-

I. Tender number.
II. Tender name.
III. Name of procuring entity.
IV. Delete name and address of PPOA.
SECTION I

INVITATION FOR TENDERS

Tender reference No: KTRH/ME/GRT/31/2016-2017

Tender Name: WATER AND SANITATION WORKS AT KISII TEACHING & REFERRAL HOSPITAL

1.1 The Kisii Teaching & Referral Hospital invites sealed tenders for water and sanitation works at KTRH

1.2 Interested eligible candidates may obtain further information from Kisii Teaching & Referral Hospital Procurement Office and inspect tender documents at normal working hours

1.3 A complete set of tender documents may be obtained by interested candidates at the Kisii Teaching & Referral Hospital website: www.ktrh.or.ke

1.4 Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for (90) days from the closing date of tender.

1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender name and reference number and deposited in the Tender Box at The Chief Executive Officer office and to be addressed to Kisii Teaching & Referral Hospital, P.O Box 92 Kisii so as to be received on or before 10.00 AM on Thursday, 5th January, 2017

All bids must be accompanied by a bid security bond of 2% of the total contract sum

1.6 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at the address below at 10.00 am on Thursday, 5th January, 2017

The Chief Executive Officer,
Kisii Teaching & Referral Hospital,
P.O Box 92 Kisii
# SECTION II

## INSTRUCTIONS TO TENDERERS

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INSTRUCTIONS TO TENDERERS.

1. General

1.1 The Employer as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The successful Tenderer will be expected to complete the Works by the Intended Completion Date specified in the said Appendix.

1.2 Tenderers shall include the following information and documents with their tenders, unless otherwise stated:

(a) Copies of certificates of registration, and principal place of business;

(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 clients who may be contacted for further information on these contracts;

(d) Major items of construction equipment owned;

(e) Qualifications and experience of key site management and technical personnel proposed for the Contract;

(f) Reports on the financial standing of the Tenderer, such as profit and loss statements and auditor’s reports for the last five years;

(g) Authority to seek references from the Tenderer’s bankers.

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

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

1.5 The procurement entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

1.6 The price to be charged for the tender document shall not exceed Kshs.5,000/=
1.7 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.
2. Tender Documents

2.1 The complete set of tender documents comprises the documents listed here below and any addenda issued in accordance with clause 2.4 here below:-

(a) These instructions to Tenderers
(b) Form of Tender
(c) Conditions of Contract and Appendix to Conditions of Contract
(d) Specifications
(e) Drawings
(f) Bills of Quantities/Schedule of Rates (whichever is applicable)
(g) Other materials required to be filled and submitted in accordance with these Instructions and Conditions

2.2 The Tenderer shall examine all instructions, forms and specifications in the tender documents. Failure to furnish all information required by the tender documents may result in rejection of his tender.

2.3 A prospective Tenderer making inquiries of the tendering documents may notify the Employer in writing or by cable, telex or facsimile at the address indicated in the letter of invitation to tender. The Employer will respond to any request for clarification received earlier than seven [7] days prior to the deadline for submission of tenders. Copies of the Employer’s response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.

2.4 Before the deadline for submission of tenders, the Employer may modify the tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing or by cable, telex or facsimile to all Tenderers. Prospective Tenderers shall acknowledge receipt of each addendum in writing to the Employer.

2.5 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend, as necessary, the deadline for submission of tenders in accordance with clause 4.2 here below.

3. Preparation of Tenders
3.1 All documents relating to the tender and any correspondence shall be in English Language.

3.2 The tender submitted by the Tenderer shall comprise the following:-
(a) The Tender;
(b) Tender Security;
(c) Priced Bill of Quantities/Schedule of Rates for lump-sum Contracts
(d) Any other materials required to be completed and submitted by Tenderers.

3.3 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities/Schedule of Rates. Items for which no rate or price is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities/Schedule of Rates. All duties, taxes and other levies payable by the Contractor under the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the Tenderer.

3.4 The rates and prices quoted by the Tenderer shall not be subject to any adjustment during the performance of the Contract.

3.5 The unit rates and prices shall be in Kenya Shillings.

3.6 Tenders shall remain valid for a period of sixty (60) days from the date of submission. However in exceptional circumstances, the Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and the Tenderers’ responses shall be made in writing.

3.7 The Tenderer shall prepare one original of the documents comprising the tender documents as described in these Instructions to Tenderers.

3.8 The original 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 Tenderer. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons signing the tender.

3.9 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.
3.10 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

4. Submission of Tenders

4.1 The tender duly filled and sealed in an envelope shall;
   (a) Be addressed to the Employer at the address provided in the invitation to tender;
   [b] Bear the name and identification number of the Contract as defined in the invitation to tender; and
   [c] Provide a warning not to open before the specified time and date for tender opening.

4.2 Tenders shall be delivered to the Employer at the address specified above not later than the time and date specified in the invitation to tender.

4.3 The tenderer shall not submit any alternative offers unless they are specifically required in the tender documents. Only one tender may be submitted by each tenderer. Any tenderer who fails to comply with this requirement will be disqualified.

4.4 Any tender received after the deadline for opening tenders will be returned to the tenderer un-opened.

4.5 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with sub-clause 2.5 in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

5. Tender Opening and Evaluation

5.1 The tenders will be opened in the presence of the Tenderers’ representatives who choose to attend at the time and in the place specified in the invitation to tender.

5.2 The Tenderers’ names, the total amount of each tender and such other details as may be considered appropriate, will be announced at the opening by the Employer. Minutes of the tender opening, including the information disclosed to those present will also be prepared by the Employer.
5.3 Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of the Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer’s officials, processing of tenders or award decisions may result in the rejection of his tender.

5.4 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:

(a) Where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; 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 prevail, unless in the opinion of the Employer’s representative, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.

(c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities/Quotation, the amount as stated in the Form of Tender shall prevail.

(d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the Corrected Builder’s Work (i.e. corrected tender sum less P.C. and Provisional Sums).

(e) The Error Correction Factor shall be applied to all Builder’s Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.

(f) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and with concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security forfeited.
5.5 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

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

5.7 Where contract price variation is allowed, the valuation shall not exceed 15% of the original contract price.

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

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

5.10 To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion, may request [in writing] any Tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex or facsimile but no change in the tender price or substance of the tender shall be sought, offered or permitted.

5.11 The Tenderer shall not influence the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. Any effort by the Tenderer to influence the Employer or his employees in his decision on tender evaluation, tender comparison or Contract award may result in the rejection of the tender.
6. Award of Contract

6.1 The award of the Contract will be made to the Tenderer who has offered the lowest evaluated tender price.

6.2 Notwithstanding the provisions of clause 6.1 above, the Employer reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time prior to the award of Contract without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the action.

6.3 The Tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, telex or facsimile. This notification (hereinafter and in all Contract documents called the “Letter of Acceptance”) will state the sum [hereinafter and in all Contract documents called the “Contract Price” which the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. The contract shall be formed on the parties signing the contract. At the same time the other tenderers shall be informed that their tenders have not been successful.

6.4 The Contract Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be signed by the Employer and sent to the successful Tenderer, within 30 days following the notification of award. Within 21 days of receipt, the successful Tenderer will sign the Agreement and return it to the Employer.
6.5 Within 21 days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Performance Security amount stipulated in the Appendix to Conditions of Contract.

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

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

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

7. **Corrupt and fraudulent practices**

7.1 The procuring entity requires that the tenderer observes the highest standard of ethics during the procurement process and execution of the contract. A tenderer shall sign a declaration that he has not and will not be involved in corrupt and fraudulent practices.

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

7.3 Further a tenderer who is found to have indulged in corrupt and fraudulent practices risks being debarred from participating in public procurement in Kenya.
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## CONDITIONS OF CONTRACT

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SECTION III - CONDITIONS OF CONTRACT

1. Definitions

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

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

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

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

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

“The Contractor” refers to the person or corporate body who’s tender to carry out the Works has been accepted by the Employer.

“The Contractor’s Tender” is the completed tendering document submitted by the Contractor to the Employer.

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

“Days” are calendar days; “Months” are calendar months.

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

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

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

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

“Employer” Includes Central or Local Government administration, Universities, Public Institutions and Corporations and 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 for the execution of the Works.

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

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

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

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

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

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

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

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

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

2. Contract Documents

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

(1) Agreement,
(2) Letter of Acceptance,
(3) Contractor’s Tender,
(4) Conditions of Contract,
(5) Specifications,
(6) Drawings,
(7) Bills of Quantities or Schedule of Rates [whichever is applicable]
3. Employer’s Representative’s Decisions
   3.1 Except where otherwise specifically stated, the Employer’s Representative will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

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

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

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

7.1 The Employer shall give possession of all parts of the Site to the Contractor.

7.2 The Contractor shall allow the Employer’s Representative and any other person authorized by the Employer’s Representative, access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

8 Instructions

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

9 Extension of Completion Date

9.1 The Employer’s Representative shall extend the Completion Date if an occurrence arises which makes it impossible for completion to be achieved by the Intended Completion Date. The Employer’s Representative shall decide whether and by how much to extend the Completion Date.

9.2 For the purposes of this clause, the following occurrences shall be valid for consideration:

Delay by:-

(a) Force majeure, or

(b) Reason of any exceptionally adverse weather conditions, or

(c) Reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works, or

(d) Reason of the Employer’s Representative’s instructions issued under these Conditions, or

(e) Reason of the contractor not having received in due time necessary instructions, drawings, details or levels from the Employer’s Representative for which he specifically applied in writing on a date which having regard to the date for Completion stated in the appendix to these Conditions or to any extension of time then fixed under this clause was neither unreasonably distant from nor
unreasonably close to the date on which it was necessary for him to receive the same, or

(f) delay on the part of artists, tradesmen or others engaged by the Employer in executing work not forming part of this Contract, or

(g) Reason of delay by statutory or other services providers or similar bodies engaged directly by the Employer, or

(h) reason of opening up for inspection of any Work covered up or of the testing or any of the Work, materials or goods in accordance with these conditions unless the inspection or test showed that the Work, materials or goods were not in accordance with this Contract, or

(i) Reason of delay in appointing a replacement Employer’s Representative, or

(j) reason of delay caused by the late supply of goods or materials or in executing Work for which the Employer or his agents are contractually obliged to supply or to execute as the case may be, or

(k) Delay in receiving possession of or access to the Site.

10 Management Meetings

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

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

11.1 The Employer’s Representative shall inspect the Contractor’s work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor’s responsibilities. The Employer’s Representative may instruct the Contractor to search for a defect and to uncover and test any Work that the Employer’s Representative considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor. However if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.

11.2 The Employer’s Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract.

11.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Employer’s Representative’s notice. If the Contractor has not corrected a defect within the time specified in the Employer’s Representative’s notice, the Employer’s Representative will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

12 Bills of Quantities/Schedule of Rates

12.1 The Bills of Quantities/Schedule of Rates shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rates in the Bills of Quantities/Schedule of Rates for each item. Items against which no rate is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the rates for other items in the Bills of Quantities/Schedule of Rates.

12.2 Where Bills of Quantities do not form part of the Contract, the Contract Price shall be a lump sum (which shall be deemed to have been based on the rates in the Schedule of Rates forming part of the tender) and shall be subject to re-measurement after each stage.
13 Variations

13.1 The Contractor shall provide the Employer’s Representative with a quotation for carrying out the variations when requested to do so. The Employer’s Representative shall assess the quotation and shall obtain the necessary authority from the Employer before the variation is ordered.

13.2 If the Work in the variation corresponds with an item description in the Bill of Quantities/Schedule of Rates, the rate in the Bill of Quantities/Schedule of Rates shall be used to calculate the value of the variation. If the nature of the Work in the variation does not correspond with items in the Bill of Quantities/Schedule of Rates, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.

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

14 Payment Certificates and Final Account

14.1 The Contractor shall be paid after each of the following stages of Work listed here below (subject to re-measurement by the Employer’s Representative of the Work done in each stage before payment is made). In case of lump-sum Contracts, the valuation for each stage shall be based on the quantities so obtained in the re-measurement and the rates in the Schedule of Rates.

(i) Advance payment_____________(percent of Contract Price, [after Contract execution] to be inserted by the Employer).

(ii) First stage (define stage) ______________________

(iii) Second stage (define stage)______________

(iv) Third stage (define stage) ________________

(v) After defects liability period.

14.2 Upon deciding that Works included in a particular stage are complete, the Contractor shall submit to the Employer’s Representative his application for payment. The Employer’s Representative shall check, adjust if necessary and certify the amount to be paid to the Contractor within 21 days of receipt of
the Contractor’s application. The Employer shall pay the Contractor the amounts so certified within 30 days of the date of issue of each Interim Certificate.

14.3 The Contractor shall supply the Employer’s Representative with a detailed final account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer’s Representative shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor’s account if it is correct and complete. If it is not, the Employer’s Representative shall issue within 21 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the Employer’s Representative shall decide on the amount payable to the Contractor and issue a Final Payment Certificate. The Employer shall pay the Contractor the amount so certified within 60 days of the issue of the Final Payment Certificate.

14.4 If the period laid down for payment to the Contractor upon each of the Employer’s Representative’s Certificate by the Employer has been exceeded, the Contractor shall be entitled to claim simple interest calculated pro-rata on the basis of the number of days delayed at the Central Bank of Kenya’s average base lending rate prevailing on the first day the payment becomes overdue. The Contractor will be required to notify the Employer within 15 days of receipt of delayed payments of his intentions to claim interest.

15. **Insurance**

15.1 The Contractor shall be responsible for and shall take out appropriate cover against, among other risks, personal injury; loss of or damage to the Works, materials and plant; and loss of or damage to property.

16. **Liquidated Damages**

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

17. **Completion and Taking Over**

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

18. **Termination**

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

(a) The Contractor stops Work for 30 days continuously without reasonable cause or authority from the Employer’s Representative;

(b) The Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(c) A payment certified by the Employer’s Representative is not paid by the Employer to the Contractor within 30 days after the expiry of the payment periods stated in sub clauses 14.2 and 14.3 hereinabove.

(d) The Employer’s Representative gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time.

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

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

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

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

20. Corrupt Gifts and Payments of Commission

20.1 The Contractor shall not;

(a) Offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with the Employer or for showing or forbearing to
show favour or disfavour to any person in relation to this or any other contract with the Employer.

(b) Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the Laws of Kenya.

21. Settlement of Disputes

21.1 Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.
SUMMARY OF EVALUATION CRITERIA
Evaluation of duly submitted tenders will be conducted along the following three stages:

Stage1: Preliminary Stage;

i. Filled and stamped form of tender
ii. Filled and stamped confidential business questionnaire
iii. Attached a bid bond of 2% of the quoted amount
iv. Attached valid tax compliance certificate
v. Attached a KRA Pin certificate
vi. Attached valid operation business permit (License)
vii. Attached an Incorporation Certificate
viii. Attached copy of valid NCA Certificate
ix. Attached certified copy of registration certificate for either youth, women or persons with disabilities

NOTE:
Any firm that will not meet the evaluation criterion of stage 1 (Preliminary stage), will not proceed to stage 2 (Technical specification stage)

Stage 2: Technical Specifications stage:

i) Attach prove of working experience i.e.
   a. Copy of completion certificate
   b. L.S.O’S or L.P.O’S of related work done
   c. Contract agreement of related work done
ii) Attach prove of availability of at least (two) personnel relevant to the project by:
   a. Attaching their curriculum vitae
   b. Attaching their certificates indicating their academic qualifications
iii) Attached recommendation letters of at least two recognized organizations
iv) Show proof of machinery or tools owned or hired to undertake the project

NOTE:
Any firm that WILL not meet the evaluation criterion of stage 2 (Technical specifications stage), will not proceed to stage 3 (Financial stability stage)

Stage 3: Financial Stability stage:

i) Attach latest certified Audited Accounts statements reported within twenty four (24) calendar months from date of the tender document
ii) Attach latest certified Bank Statements covering a period of at least six months prior to the date of tender document
iii) Attach certified recommendation letter from a reputable financial organization indicating the credit worth of the firm.
iv) Amounts Quoted

*NOTES ON EVALUATION PROCESS:-*

1. For Foreign Candidates please give the VAT Registration Certificate or its equivalent in the country of Candidate or a statement from the tax authorities in the Candidate’s country of origin indicating that such certificate or its equivalent is not issued.
APPENDIX TO CONDITIONS OF CONTRACT

THE EMPLOYER’S

Name: ________________________________

Address: ________________________________

Name of Employer’s Representative: ________________________________

Title: ________________________________

Telephone: ________________________________

The name (and identification number) of the Contract is ________________________________

The Works consist of

__________________________________________________________

__________________________________________________________

The Start Date shall be

__________________________________________________________

The Intended Completion Date for the whole of the Works shall be

__________________________________________________________

The following documents also form part of the Contract:

__________________________________________________________

__________________________________________________________

The Site Possession Date shall be

__________________________________________________________

The Site is located at ________________________________ and is defined in drawings nos.

__________________________________________________________

The Defects Liability Period is _________________________ days.

Amount of Tender Security is Kshs.__________________________.(Note: This amount should be between one (1) percent and three (3) percent of the value of the Works)

The name and Address of the Employer for the purposes of submission of tenders is ________________________________

The tender opening date and time is ____________________________ on _______________________ day of ________________________
The amount of performance security is Kshs………………………….(Note: the Employer must select the form of performance security to be accepted. A bank guarantee of between five (5) and ten (10) percent is acceptable. A performance bond on the other hand from an insurance company may be of up to thirty (30) percent of the Contract Price).
SECTION IV – SPECIFICATIONS, DRAWINGS AND BILLS OF QUANTITIES/SCHEDULE OF RATES

I. 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 designs and materials unless provided otherwise in the Contract.

2.0 Specifications from previous similar projects are useful and it may not be necessary to rewrite specifications for every works contract.

3.0 Care must be taken in drafting Specifications to ensure they are not restrictive. In the specification 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.

II DRAWINGS

1. The actual Contract Drawings including Site plans should be annexed in a separate booklet
III BILL OF QUANTITIES/SCHEDULE OF RATES

Notes for preparing Bills of Quantities

1. 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.
### BILL OF QUANTITIES FOR WATER AND SANITATION WORKS

<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>QUANTITY</th>
<th>RATE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A PIPING WORKS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pipes 6” Virgin rigid polyvinyl chloride (PVC)</td>
<td>56 meters</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pipes 4” Virgin rigid polyvinyl chloride (PVC)</td>
<td>260 meters</td>
<td></td>
<td></td>
</tr>
<tr>
<td>End plug 4” Virgin rigid polyvinyl chloride (PVC)</td>
<td>12 pcs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tee joints 6” Virgin rigid polyvinyl chloride (PVC)</td>
<td>18 pcs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bends 6” 90 degrees Virgin rigid polyvinyl chloride (PVC)</td>
<td>16 pcs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bends 6” 45 degrees Virgin rigid polyvinyl chloride (PVC)</td>
<td>6 pcs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pvc reducers 6” to 4” Virgin rigid polyvinyl chloride (PVC)</td>
<td>8 pcs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pvc bend 4” 90 degrees Virgin rigid polyvinyl chloride (PVC)</td>
<td>4 pcs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pvc bend 4” 90 degrees Virgin rigid polyvinyl chloride (PVC)</td>
<td>8 pcs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Galvanized steel pipes, screwed, socketed both ends. Standards of British or equivalent to class C strength and properties. Size half inch. G.I. The galvanised pipework shall include cutting to required lengths, threading, jointing, fixing, testing, and commissioning the water lines. Any leakages found during testing, or after commissioning the lines shall be removed and replaced. The pipes when fixed to walls shall be fixed with wooden packing and G.I. clamps and screws. They shall be kept at least 12mm away</td>
<td>120 meters</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
from the walls. The piping as done shall be tested for water pressure of 10Kg / Sqm, maintained for 12 hours. The measurement of the pipings shall be done along the longitudinal axis of the pipeline. The rate of the pipeline shall include the following items:

a) Providing pipe & specials other materials as required.

b) Cutting to required lengths, threading, jointing, fixing, testing & commissioning the line as required.

c) Including all Tees, Bends, elbows, reducers, flanges Couplings, Unions and all other accessories.

d) Providing wooden battens, clamps, screws, rubber insertions, bushes and any other works.

| Galvanized steel pipes, screwd, socketed both ends. Standards of British or equivalent to class C strength and properties. Size three quarter inch. The galvanised pipework shall include cutting to required lengths, threading, jointing, fixing, testing, and commissioning the water lines. Any leakages found during testing, or after commissioning the lines shall be removed and replaced. The pipes when fixed to walls shall be fixed with wooden packing and G.I. clamps and screws. They shall be kept at least 12mm away from the walls. The piping as done shall be tested for water pressure of 10Kg / Sqm, maintained for 12 hours. The measurement of the pipings shall be done along the longitudinal axis of the pipeline. The rate of the pipeline shall include the following items:
<p>| 110 meters |
| a) Providing pipe &amp; specials other materials as required. |
| b) Cutting to required lengths, threading, jointing, fixing, testing &amp; commissioning the line as required. |
| c) Including all Tees, Bends, and elbows, |</p>
<table>
<thead>
<tr>
<th>Description</th>
<th>Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>reducers, flanges Couplings, Unions and all other accessories. d) Providing wooden battens, clamps, screws, rubber insertions, bushes and any other works.</td>
<td></td>
</tr>
<tr>
<td>Galvanized steel pipes, screwed, socketed both ends. Standards o British or equivalent to class C strength and properties. Size one inch. The galvanized pipe work shall include cutting to required lengths, threading, jointing, fixing, testing, and commissioning the water lines. Any leakages found during testing, or after commissioning the lines shall be removed and replaced. The pipes when fixed to walls shall be fixed with wooden packing and G.I. clamps and screws. They shall be kept at least 12mm away from the walls. The piping as done shall be tested for water pressure of 10Kg / Sqm, maintained for 12 hours. The measurement of the pipings shall be done along the longitudinal axis of the pipeline. The rate of the pipeline shall include the following items : a) Providing pipe &amp; specials other materials as required. b) Cutting to required lengths, threading, jointing, fixing, testing &amp; commissioning the line as required. c) Including all Tees, Bends, elbows, reducers, flanges Couplings, Unions and all other accessories. d) Providing wooden battens, clamps, screws, rubber insertions, bushes and any other works.</td>
<td></td>
</tr>
<tr>
<td>72 meters</td>
<td></td>
</tr>
<tr>
<td>Galvanized steel pipes, screwed, socketed both ends. Standards o British or equivalent to class C strength and properties. Size two inch. The galvanised pipework shall include cutting to required lengths, threading, jointing, fixing, testing, and commissioning the water lines. Any leakages found during testing, or after</td>
<td></td>
</tr>
<tr>
<td>66metres</td>
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</tr>
</tbody>
</table>
commissioning the lines shall be removed and replaced. The pipes when fixed to walls shall be fixed with wooden packing and G.I. clamps and screws. They shall be kept at least 12mm away from the walls. The piping as done shall be tested for water pressure of 10Kg / Sqm, maintained for 12 hours. The measurement of the pipings shall be done along the longitudinal axis of the pipeline. The rate of the pipeline shall include the following items:

a) Providing pipe & specials other materials as required.

b) Cutting to required lengths, threading, jointing, fixing, testing & commissioning the line as required.

c) Including all Tees, Bends, elbows, reducers, flanges Couplings, Unions and all other accessories.

d) Providing wooden battens, clamps, screws, rubber insertions, bushes and any other works.

Galvanized steel pipes, screwd, socketed both ends. Standards of British or equivalent to class C strength and properties. Size three inch. The galvanised pipework shall include cutting to required lengths, threading, jointing, fixing, testing, and commissioning the water lines. Any leakages found during testing, or after commissioning the lines shall be removed and replaced. The pipes when fixed to walls shall be fixed with wooden packing and G.I. clamps and screws. They shall be kept at least 12mm away from the walls. The piping as done shall be tested for water pressure of 10Kg / Sqm, maintained for 12 hours. The measurement of the pipings shall be done along the longitudinal axis of the pipeline. The rate of the pipeline shall include the following items:

a) Providing pipe & specials other materials as required.
b) Cutting to required lengths, threading, jointing, fixing, testing & commissioning the line as required.

c) Including all Tees, Bends, elbows, reducers, flanges Couplings, Unions and all other accessories. 
d) Providing wooden battens, clamps, screws, rubber insertions, bushes and any other works.

| Galvanized steel pipes, screwed, socketed both ends. Standards to British or equivalent to class C strength and properties. Size four inch. The galvanized pipe work shall include cutting to required lengths, threading, jointing, fixing, testing, and commissioning the water lines. Any leakages found during testing, or after commissioning the lines shall be removed and replaced. The pipes when fixed to walls shall be fixed with wooden packing and G.I. clamps and screws. They shall be kept at least 12mm away from the walls. The piping as done shall be tested for water pressure of 10Kg / Sqm, maintained for 12 hours. The measurement of the pipings shall be done along the longitudinal axis of the pipeline. The rate of the pipeline shall include the following items:
| 48 meters |
| a) Providing pipe & specials other materials as required.  
b) Cutting to required lengths, threading, jointing, fixing, testing & commissioning the line as required.  
c) Including all Tees, Bends, elbows, reducers, flanges Couplings, Unions and all other accessories. 
d) Providing wooden battens, clamps, screws, rubber insertions, bushes and any other works. |

| Galvanized steel pipes, screwed, socketed both ends. Standards to British or equivalent to class C strength and properties. Size six inch. The |
| 18 meters |

40
Galvanized pipe work shall include cutting to required lengths, threading, jointing, fixing, testing, and commissioning the water lines. Any leakages found during testing, or after commissioning the lines shall be removed and replaced. The pipes when fixed to walls shall be fixed with wooden packing and G.I. clamps and screws. They shall be kept at least 12mm away from the walls. The piping as done shall be tested for water pressure of 10Kg / Sqm, maintained for 12 hours. The measurement of the pipings shall be done along the longitudinal axis of the pipeline. The rate of the pipeline shall include the following items:

a) Providing pipe & specials other materials as required.
b) Cutting to required lengths, threading, jointing, fixing, testing & commissioning the line as required.
c) Including all Tees, Bends, elbows, reducers, flanges Couplings, Unions and all other accessories.
d) Providing wooden battens, clamps, screws, rubber insertions, bushes and any other works.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manhole Cover with frame as per IS:12592</td>
<td>8 pcs for 20 tonne capacity</td>
</tr>
<tr>
<td>DI manhole cover with frame should be heavy duty (20 MT capacities)</td>
<td></td>
</tr>
<tr>
<td>Manhole Cover with frame as per IS:12592</td>
<td>23 pcs for 10 tonne capacity</td>
</tr>
<tr>
<td>DI manhole cover with frame should be heavy duty (10 ton capacity)</td>
<td></td>
</tr>
<tr>
<td>for inside &amp; foot path area</td>
<td></td>
</tr>
<tr>
<td>Supply and install Automatic Ball Float Valves</td>
<td>15 pcs for one inch</td>
</tr>
<tr>
<td>These shall be best in market make and available for high pressure quality.</td>
<td>6 pcs for two inch</td>
</tr>
<tr>
<td>The connecting rod from valve to copper float shall be brass and shall</td>
<td>10 pcs for three quarter inch</td>
</tr>
<tr>
<td>withstand high pressure encountered on it. The float shall be of high</td>
<td></td>
</tr>
<tr>
<td>pressure encountered on it. The float shall be of copper unless otherwise</td>
<td></td>
</tr>
</tbody>
</table>
specified. This shall be soldered and brazed to render it leakproof.

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Angle line 2”</td>
<td>18 pcs</td>
</tr>
<tr>
<td>Wall clips</td>
<td>300pcs</td>
</tr>
<tr>
<td>Raw bolts</td>
<td>90 pcs</td>
</tr>
<tr>
<td>Welding rods</td>
<td>1 packet</td>
</tr>
<tr>
<td>Tangit glue</td>
<td>20 litres</td>
</tr>
<tr>
<td>Supply and install Storage water tanks 20m³ Virgin rigid polyvinyl chloride (PVC)</td>
<td>4(10,000 capacity each)</td>
</tr>
<tr>
<td>Sluice sink</td>
<td>4 pcs</td>
</tr>
<tr>
<td>Hospital taps(mixer taps single lever automatic)</td>
<td>76pcs</td>
</tr>
<tr>
<td>Supply and install Hospital taps single lever automatic electrically sensor powered</td>
<td>85 pcs</td>
</tr>
<tr>
<td>Supply and install Automatic disinfectant soap dispenser mounted on wall surface next to each was hand basin or sink, with initial liquid soap.</td>
<td>20 pcs</td>
</tr>
<tr>
<td>Supply and install tissue dispenser</td>
<td>20 pcs</td>
</tr>
<tr>
<td><strong>Wash Basin</strong></td>
<td>15 pcs</td>
</tr>
<tr>
<td>This shall be the best available type of wash basin of approved Manufacturer and shall consist of the following approved accessories : a) Wash basins of size as specified in the material schedule and shall be in vitreous Chinaware with or without antisplash rim with tap holes, overflow split. b) Supporting Cast Iron Brackets with premier &amp; 20r more finishing coats. c) 12mm chromium plated tap with appropriate marks for cold or hot water. d) 32 mm chromium plated brass waste</td>
<td></td>
</tr>
</tbody>
</table>
coupling with rubber plug and chain. e) 12mm p.v.c. connector with wiped joints & 15mm chromium plated brass stop cock. f) All the accessories wherever necessary shall be painted in 2 coats or more with approved enamel paint. g) The wash basin shall have glazed chinaware pedestal whenever so specified in the material schedule. h) All the necessary work that will be necessary for its satisfactory working.

<table>
<thead>
<tr>
<th>Allow one hundred and twenty thousand for Repair and reinforcing of the existing elevated water and accessories</th>
</tr>
</thead>
<tbody>
<tr>
<td>B Allow eight hundred and forty thousand towards Reinforced masonry works. cost for steel bars, cement, sand, ballast and foam work when preparing tanks base)</td>
</tr>
<tr>
<td>C Allow three hundred thousand for Electrical installation towards automated water tapping and booster pumps pump, switches and water level sensors</td>
</tr>
</tbody>
</table>

COST OF MATERIALS

20% LABOUR

16% VAT

GRAND TOTAL
Notes for preparing Schedule of Rates

Where the time limit or other constraints do not allow the preparation of a Bill of Quantities for the Works, a lump-sum Contract shall be adopted and a Schedule of Rates (in place of a Bills of Quantities) shall be issued as part of the tender documents.

The objectives of the Schedule of Rates are;
(a) To provide sufficient information on the nature of work items to be performed to enable tenders to be prepared efficiently and accurately; and
(b) When a Contract has been entered into, to provide a basis for the pricing of Works executed for interim and final valuations.

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

Measurement of Work executed after every agreed stage should be done and the quantities so obtained used alongside the rates in the schedule to arrive at interim valuation [for each stage] and the final valuation.
SECTION V
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

Date ________________  
Tender No. ________________

To: ____________________________  

[Name and address of KTRH]

Gentlemen and/or Ladies:

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

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

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

4. We agree to abide by this Tender for a period of ______ [number] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this ___ day of ______ 20____

_________________________________________  ____________________________
[Signature] [in the capacity of]

Duly authorized to sign tender for an on behalf of ____________________________
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
______________________________
______________________________
______________________________________________________________
[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 abovementioned 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

<table>
<thead>
<tr>
<th>Year</th>
<th>Volume</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

   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.

<table>
<thead>
<tr>
<th>Project name</th>
<th>Name of client and contact person</th>
<th>Type of work performed and year of completion</th>
<th>Value of contract</th>
</tr>
</thead>
</table>

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.

<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
<th>Years of experience (general)</th>
<th>Years of experience in proposed position</th>
</tr>
</thead>
</table>

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 FORM

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

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

**Part 1 – General:**

Business Name .................................................................................................................................
Location of business premises. ...........................................................................................................
Plot No.......................................................................................................................... Street/Road ............
Postal Address ........................................... Tel No. .................... Fax ............. E mail ..............
Nature of Business, .................................................................................................................................
Registration Certificate No. ..............................................................................................................
Maximum value of business which you can handle at any one time – Kshs. .................................
Name of your bankers ....................................................... Branch ...........................................

<table>
<thead>
<tr>
<th>Part 2 (a) – Sole Proprietor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Your name in full ......................... Age .......................</td>
</tr>
<tr>
<td>Nationality ................................. Country of origin .........................</td>
</tr>
<tr>
<td>Citizenship details .....................</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part 2 (b) Partnership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Given details of partners as follows:</td>
</tr>
<tr>
<td>Name</td>
</tr>
<tr>
<td>1. ..........................................................</td>
</tr>
<tr>
<td>2. ..........................................................</td>
</tr>
<tr>
<td>3. ..........................................................</td>
</tr>
<tr>
<td>4. ..........................................................</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part 2 (c) – Registered Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Private or Public ......................</td>
</tr>
<tr>
<td>State the nominal and issued capital of company-</td>
</tr>
<tr>
<td>Nominal Kshs. ..........................</td>
</tr>
<tr>
<td>Issued Kshs. .............................</td>
</tr>
<tr>
<td>Given details of all directors as follows</td>
</tr>
<tr>
<td>Name</td>
</tr>
<tr>
<td>1. ..........................................................</td>
</tr>
<tr>
<td>2. ..........................................................</td>
</tr>
<tr>
<td>3. ..........................................................</td>
</tr>
<tr>
<td>4. ..........................................................</td>
</tr>
<tr>
<td>5 ..........................................................</td>
</tr>
</tbody>
</table>

Date ...................................................... Seal/Signature of Candidate ..............................
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 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: .................................
        ....................................................
        ....................................................

____________________  _____________________
[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 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