Tender Name: PROPOSED MITUMBA STALLS AT FREE AREA

Tender No. NKU/CTY/TITC/007/2014-2015

Instruction to Tenderers

Agreement

Annexes

JANUARY 2015

County Government of Nakuru
Department of Trade, Industrialization, Tourism & Co-operatives
P.O. BOX 2870-20100
NAKURU
INSTRUCTIONS TO TENDERERS.

1.0 General

1.1 The Employer as defined in the Appendix to Conditions of Contract invites Tenders for the Works Contract as described in the Tender Documents.

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

(a) Must be in the current county register of prequalified contractors.
(b) Provide Tax Compliance Certificate from Kenya Revenue Authority (KRA)
(c) Provide Valid single business permit (2014 or 2015)
(d) Provide Relevant NCA certificate (class 6 and above)

1.3 The Tenderer shall bear all costs associated with the preparation and submission of the Tender.

1.4 The Tenderer, at the Tenderer’s own expense, responsibility and risk, shall visit and examine the Site of the Works and its surroundings, to obtain all information that may be necessary for the preparation of the Tender and entering into a Contract for the Works as defined in the Specifications.

Attendance of pretender site meeting scheduled on Tuesday 20th January 2015 shall be mandatory for submission of an eligible tender. Contractor to convene at the relevant Sub-County Offices.

1.5 Eligible Tenderers

a) The Invitation to tender is open to all Tenderers pre-qualified by the county as contractors 2014/2015. Only Tenders from qualified Tenderers will be accepted.

b) A Tenderer debarred from participating in Public Procurement by the Public Procurement Directorate shall not be eligible to submit a Tender.

c) If the Employer has not undertaken the prequalification of Tenderers, all Tenderers shall include the information required to satisfy the qualification criteria as determined by the Employer.

d) Preference where allowed in the evaluation of tenders shall not exceed 15%
1.6 Evaluation Criteria

The method of evaluation will be Merit Point System
The criteria of evaluation and the points to be awarded on each criterion will be as follows:

<table>
<thead>
<tr>
<th>A.</th>
<th>MANDATORY REQUIREMENTS</th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>Pin Number</td>
<td>YES/NO</td>
</tr>
<tr>
<td>A2</td>
<td>Copy of valid Tax Compliance Certificate</td>
<td>YES/NO</td>
</tr>
<tr>
<td>A3</td>
<td>Current Business Permit/Licence (2014/2015)</td>
<td>YES/NO</td>
</tr>
<tr>
<td>A4</td>
<td>Certificate of Incorporation/Business Registration</td>
<td>YES/NO</td>
</tr>
<tr>
<td>A5</td>
<td>Physical location of business premises (See business questionnaire)</td>
<td>YES/NO</td>
</tr>
<tr>
<td>A6</td>
<td>Audited Accounts for the last three (3) Years for limited companies</td>
<td>YES/NO</td>
</tr>
<tr>
<td>A7</td>
<td>OR Certified Bank Statements</td>
<td>YES/NO</td>
</tr>
<tr>
<td>A8</td>
<td>Disclosure of Directors/ Partners /Sole Proprietor</td>
<td>YES/NO</td>
</tr>
<tr>
<td>10</td>
<td>Pretender site meeting</td>
<td>YES/NO</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B.</th>
<th>GENERAL REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>B1</td>
<td>Financial Capability (As supported by Audited Accounts for the last three (3) years 2012, 2013, 2014)</td>
</tr>
<tr>
<td>B2</td>
<td>Indicate having undertaken similar assignment with at least 4 firms for the last 3 years (attach documentary proof)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B3</th>
<th>Maximum accumulative Volume of Business in a year handled in the last three years 2012, 2013, 2014 (Attach Evidence e.g. LSOs or award letters)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Above 8 million</td>
</tr>
<tr>
<td>12</td>
<td>6 - 8 million</td>
</tr>
<tr>
<td></td>
<td>4 - 6 million</td>
</tr>
<tr>
<td></td>
<td>1 - 4 Million</td>
</tr>
<tr>
<td></td>
<td>Below 1 million</td>
</tr>
<tr>
<td></td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>20</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C.</th>
<th>TECHNICAL REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>C1</td>
<td>Does your company have own equipment relevant to the works you are quoting for? (Attach evidence and capacity)</td>
</tr>
<tr>
<td></td>
<td>Own equipment (show evidence)</td>
</tr>
<tr>
<td></td>
<td>Hire show evidence</td>
</tr>
<tr>
<td></td>
<td>20</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C3</th>
<th>Litigation History</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>C4</th>
<th>Document Conformity/Presented in a required format</th>
</tr>
</thead>
</table>

GRAND TOTAL (Pass Mark 70 Points) 100

NOTE: Only bidders who attain a pass mark of 70% will be considered for financial evaluation.
2.0 Tender Documents

2.1 The complete set of Tender documents comprises the documents listed below and any addenda issued in accordance with paragraph 2.4

(i) Instructions to Tenderers
(ii) Articles 1 to 7

2.2 The Tenderer shall examine all documents in the Tender documents. Failure to furnish all information required by the Tender documents may result in the rejection of the Tender.

2.3 A Tenderer requiring any clarification of the Tender documents may notify the Employer in writing or by electronic means at the address indicated in the letter of Invitation to Tender. The Employer shall respond to any request for clarification received earlier than seven days prior to the deadline for submission of Tenders. Copies of the Employer’s response will be forwarded to all persons issued with Tender documents, including a description of the inquiry, but without identifying its source.

2.4 Before the deadline for submission of Tenders, the Employer may modify the Tender documents by issuing addenda. Any addenda thus issued shall be part of the Tender documents and shall be communicated in writing or by electronic means to all Tenderers. Tenderers shall acknowledge receipt of each addendum in writing to the Employer.

2.5 The Employer may extend, as necessary, the deadline for submission of Tenders in accordance with paragraph 4.5 below, to take account of any addenda issued.

3.0 Preparation of Tenders

3.1 All documents relating to the Tender and any correspondence shall be in the English Language.

3.2 The Tender submitted shall comprise the following:

(a) The Form of Agreement;
(b) Priced Bill of Quantities initialled on each page, or Schedule of Rates (whichever is applicable)
(c) Any other documents/materials required by the Employer 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 shall be deemed covered by the other rates and prices in the Bill of Quantities/Schedule of Rates.

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

3.5 Tenders shall remain valid for a period of 120 days from the date of submission. However, the Employer may request the Tenderers to extend the period of validity for a specified additional period. Such a request and the Tenderers’ responses shall be made in writing.

3.6 The Tenderer shall prepare one original Tender document, and one copy of the same.
3.7 The original shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the Tenderer who shall initial all pages of the Tender where alterations or additions have been made.

4.0 Submission of Tenders

4.1 The Tender duly completed 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 Tenderer as defined in the Invitation to Tender; and

(c) provide an instruction 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 not later than the time and date specified in the Invitation to Tender.

4.3 The Tenderer shall not submit alternative offers unless they are specifically required in the Tender documents.

Each Tenderer may submit only one Tender. Any Tenderer who fails to comply with this requirement will be disqualified.

4.4 Any Tender received after the deadline for submission will be returned to the Tenderer unopened.

4.5 The Employer may extend the deadline for submission of Tenders by issuing an amendment in accordance with paragraph 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.

5.0 Tender Opening

5.2 The Tenders shall be opened in the presence of those Tenderers’ representatives who choose to attend at the time and in the place specified in the Invitation to Tender.

5.2 The name of the Tenderer, the total amount of each Tender shall be read out and recorded in a Tender Opening register, a copy of which may on request be made available to any Tenderer. Minutes of the Tender opening, including the information disclosed to those present shall also be prepared by the Employer.

6.0 Tender Evaluation

6.1 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 will result in the rejection of the Tender.

6.2 A preferential bias of 5% in favour of Nakuru County based contractors will be applicable in this tender in accordance with section 39 of PPDA 2005. However, in accordance with regulations 17 and 18 of the procurement and disposal (preferences and reservation), regulations 2011, a candidate will be entitled to tender for one preference and reservation scheme at a time at a procurement proceeding and where a candidate is entitled to more than one preference scheme, the scheme with the highest advantage to the tenderer shall be applied.
6.3 Prior to the detailed evaluation of Tenders, the Employer shall determine if each Tender:

a) Meets the eligibility criteria defined in paragraphs 1.2 and 1.5.

b) Has been properly signed;

c) Is substantially responsive to the requirements of the Tender documents.

The Employer will reject any Tenders deemed to be non-responsive on the above criteria.

6.4 A substantially responsive Tender is one which conforms to all the terms, Conditions and Specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is the one:

a) which affects in any substantial way the scope, quality or performance of the Works;

b) which limits in any substantial way, inconsistent with the Tender documents, the Employer’s rights or the Tenderer’s obligations under the Contract;

c) Whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

6.5 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 shall prevail;

(b) Where there is a discrepancy between the arithmetically correct line item Amount, resulting from the multiplication of the Unit Rate and the Quantity, and the Amount entered, the latter shall prevail and the Unit Rate shall be adjusted accordingly.

(c) For Lump sum items, only the Amount will be considered, disregarding any filled in unit rate.

(d) Where there is a discrepancy between the Tender Price as stated in the Form of Tender and the Tender total in the main Summary of the Bills of Quantities, the Tender Price shall prevail. The Employer shall notify the Tenderer and request that the Tenderer agrees to the Tender Price. The Unit Rate for the Items where the discrepancy occurs shall be adjusted by the Engineer. If the Tenderer fails to accept the corrected figure the Tender shall be rejected and the Tender Security shall be forfeit. Any discrepancy greater than 15% of the corrected figure shall result in rejection of the Tender and the forfeit of the Tender Security.

6.6 The Employer at his discretion may request any Tenderer for clarification of the Tender, including a breakdown of Unit Rates. The request for clarification and the response shall be in writing or electronic means.
7 Award of Contract

7.1 The award of the Contract will be made to the Tenderer who has offered the lowest evaluated Tender Price subject to the applicable preferential scheme as stated in clause 6.2.

7.2 The Employer reserves the right to accept or reject any or all Tenders and to cancel the Tendering process at any time prior to the award of the Contract without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer(s) of the grounds for the action.

7.3 The Tenderer whose Tender has been accepted will be notified of the award prior to the expiration of the Tender validity period in writing or by electronic means. This notification (called the “Letter of Acceptance”) will state the sum (called the “Contract Price”) which the Employer will pay the Tenderer in consideration of the execution, completion, and maintenance of the Works as set out in the Contract. The Letter of Acceptance will constitute a binding Agreement, prior to the Tenderer signing the Contract Agreement.

7.4 The Contract Agreement will incorporate all agreements between the Employer and the Tenderer. It will be signed by the Tenderer, not earlier than 21 days following the date of the Letter of Acceptance, and thereafter returned to the Employer within 14 days for signature.
Appendix to instructions to Tenderers
The following information regarding the particulars of the tender shall complement, supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

<table>
<thead>
<tr>
<th>INSTRUCTIONS TO TENDERERS REFERENCE</th>
<th>PARTICULARS OF THE APPENDIX TO INSTRUCTIONS TO TENDERERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.5: Eligible Tenderers</td>
<td>Prequalified contractors</td>
</tr>
<tr>
<td>3.0: Format and signing of tender</td>
<td>All required documents must be arranged chronologically as listed in the evaluation criteria and clearly marked.</td>
</tr>
<tr>
<td>1.0: Closing date</td>
<td>See invitation to tenderers</td>
</tr>
<tr>
<td>1.6: Evaluation and comparison of tenders</td>
<td>See evaluation criteria (1.6)</td>
</tr>
<tr>
<td>6.2: Preference</td>
<td>5% preferential bias for Nakuru County based contractors, subject to regulations 17 and 18 of the procurement and disposal (preferences and reservation), regulations 2011.</td>
</tr>
</tbody>
</table>
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) Litigation History
(xi) Tender Questionnaire
(xii) Confidential Business Questionnaire
(xiii) Details of Sub-Contractors
(xiv) Request for Review Form
SECTION I: INVITATION FOR TENDERS

Date: 14th Jan. 2015

TENDER REF. NO: NKU/CTY/TITC/007/2014-2015

TENDER NAME: PROPOSED MITUMBA STALLS IN FREE AREA

1.1 County Government of Nakuru invites sealed tenders from eligible candidates for Proposed Mitumba Stalls In Free Area

1.2 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of (One thousand shillings only) Ksh.1,000/= to be deposited in:-

<table>
<thead>
<tr>
<th>Bank Name</th>
<th>Branch</th>
<th>Account Name</th>
<th>Account No.</th>
<th>Revenue Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Family Bank</td>
<td>Nakuru</td>
<td>Nakuru County Revenue Fund</td>
<td>018000053211</td>
<td>1-1017 for Kshs. 500.00</td>
</tr>
<tr>
<td>Co-operative Bank</td>
<td>Nakuru</td>
<td>Nakuru County Revenue Fund</td>
<td>01141521630800</td>
<td>and 1-1021 for Kshs. 1,000.00</td>
</tr>
<tr>
<td>Equity Bank</td>
<td>Nakuru</td>
<td>Nakuru County Revenue Fund</td>
<td>0130261954816</td>
<td></td>
</tr>
<tr>
<td>National Bank</td>
<td>Nakuru</td>
<td>Nakuru County Revenue Fund</td>
<td>0100065283400</td>
<td></td>
</tr>
<tr>
<td>K.C.B</td>
<td>Nakuru</td>
<td>Nakuru County Revenue Fund</td>
<td>1140746057</td>
<td></td>
</tr>
</tbody>
</table>

Please bring your banking slip to Nakuru County Government (cash office) for an official receipt. Thereafter you can collect the tender documents from the county headquarter chambers at normal working hours.

1.3 Prices quoted should be net, inclusive of all taxes, must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.

1.4 Tender documents can be downloaded free of charge from the county website www.nakuru.go.ke. Notify the county supply chain office after downloading for registration. Note that unregistered bids will be disqualified.

1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the appropriately marked Tender Boxes at county headquarters entrance or be addressed to (The County Secretary, Nakuru County Government, P.O. Box 2870 – 20100, Nakuru) so as to be received on or before Wednesday 28th Jan 2015 at 10:00 am.

1.6 Tenders will be opened immediately thereafter in the presence of the candidates or representatives who choose to attend at (The county board room).

The County Secretary, Nakuru County Government
1.0 FORM OF TENDER

TO: __________________________ [Name of Employer] ____________ [Date]

__________________________ [Name of Contract]

Dear Sir,

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

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

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

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

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

Dated this ________________ day of ______ 20________________

Signature __________________ in the capacity of __________________
duly authorized to sign tenders for and on behalf of __________________ [Name of Tenderer] of __________________ [Address of Tenderer]

Witness; Name________________________

Address________________________

Signature________________________

Date________________________

(Amend accordingly if provided by Insurance Company)
LETTER OF ACCEPTANCE

[letterhead paper of the Employer]

____________________ [date]

To: _______________________
   [name of the Contractor]
   _______________________
   [address of the Contractor]

Dear Sir,

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

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

Authorized Signature ………………………………………………………………………………………..

Name and Title of Signatory …………………………………………………………………………………

Attachment: Agreement
FORM OF 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:

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

Or

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
_________________________________________________________________________________________
AsObligee (hereinafter called “the Employer”) in the amount of
Kshs.______________________________[amount of Bond in figures]Kenya Shillings
__________________________________________________________________________________________
(amount of Bond in words), for the payment of which sum well and truly, the Contractor and the Surety bind
themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

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

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

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

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

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

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

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

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

Any suit under this Bond must be instituted before the expiration of one year from the date of issuance of the
Certificate of Completion.
No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors and assigns of the Employer.

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

SIGNED ON __________________________ SIGNED ON __________________________

On behalf of __________________________ On behalf of __________________________

[\text{name of Contractor}] [\text{name of Surety}]

By ____________________________ By ____________________________

In the capacity of ______________________ In the capacity of ______________

In the presence of; Name __________________ In the presence of; Name ________

Address __________________________ Address __________________________

__________________________________ __________________________

Signature __________________________ Signature __________________________

Date __________________________ Date __________________________
BANK GUARANTEE FOR ADVANCE PAYMENT

To: _______________________[name of Employer] __________(Date)
________________________[address of Employer]

Gentlemen,

Ref: _______________________________________________[name of Contract]

In accordance with the provisions of the Conditions of Contract of the above-mentioned Contract, We,______________________________[name and Address of Contractor] (hereinafter called “the Contractor”) shall deposit with ________________[name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Contract in an amount of Kshs.__________[amount of Guarantee in 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>Currency</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Item of Equipment</th>
<th>Description, Make and age (years)</th>
<th>Condition (new, good, poor) and number available</th>
<th>Owned, leased (from whom?), or to be purchased (from whom?)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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>
<tbody>
<tr>
<td>Project Manager</td>
<td>__________________</td>
<td>___________________________</td>
<td>________________________________</td>
</tr>
<tr>
<td>(etc.)</td>
<td>__________________</td>
<td>___________________________</td>
<td>________________________________</td>
</tr>
</tbody>
</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.
Applicants, including each of the partners of a joint venture, should provide information of any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution (Instructions to Applicants). A separate sheet should be used for each partner of a joint venture.

<table>
<thead>
<tr>
<th>Year</th>
<th>Award FOR or AGAINST Applicant</th>
<th>Name of client, cause of litigation, and matter in dispute</th>
<th>Disputed amount (current value Kshs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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)
MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

(Must be filled by all applicants who choose to participate in this Tender)

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c) Whichever applies to your type of business and part 3.

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

Name of Applicant(s)........................................................................................................................................

Part 1: General:

1.1: Business Name ........................................................................................................................................

1.2: Certificate of Incorporation/Registration No:......................................................................................

1.3: Location of business premises ...................................................................................................................

1.4: Plot No. ....................................................................................................................................................

1.5: Street/Road ................................................................................................................................................

1.6: Postal Address ........................................................................................................................................

1.7: Office Tel. No. ...........................................................................................................................................

1.8: Mobile:....................................................................................................................................................

1.9: Fax No:....................................................................................................................................................

1.10: Email Address.........................................................................................................................................

1.11: Website..................................................................................................................................................

1.13: Contact Person (Full Names)..................................................................................................................

   (a) Directors Name and Mobile
       Nos:......................................................................................................................................................

   (b) If not Director, Title................................................................................................................................. Power of Attorney (Yes/No) if yes, attach written document.

1.14: Maximum value of business which you can handle at any one time

Kshs. ....................................................................................................................................................

1.15: Name of your bankers ........................................ Branch........................................................................

Part 2(a) - Sole Proprietor:

2a.1: Your name in full ............................................................ Age ........................................

2a.2: Nationality ................................................ Country of origin ........................................

   Citizenship details.................................................................................................................................
Party 2(b) - Partnership

2b.1: Give details of partners as follows

<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Part 2(c) - Registered Company:

2c.1: Private or public .................................................................

2c.2: State the nominal and issued capital of the company -

Nominal Kshs. ..........................................................
Issued Kshs............................................................

2c.3: Give details of all directors as follows

<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Date........................................ Signature of Tenderer ..........................................

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

Part 3 - Eligibility Status

3.1 Are you related to an Employee who works in the Finance or Procurement Departments, or, is a member of the Tender Committee of Nakuru County Government?  
Yes........... No:...........................

3.2: If answer in ‘3.1’ is YES give the relationship:.................................................................

3.3: Does an Employee as in “3.1” above, sit in the Board of Directors or Management of your Organisation Subsidiaries or Joint Ventures?  
Yes........ No........

3.4: If answer in ‘3.3’ above is YES give details........................................................................

.................................................................

.................................................................
3.5: Has your Organisation, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by Nakuru County Government to provide consulting services for preparation of design, specifications and other documents to be used for procurement or the goods or services under this invitation? Yes…………….. No…………………

3.6: If answer in ‘3.5’ above is YES give details…………………………………………………………………………………………………………………………………………………

3.7: Are you under a declaration of ineligibility for corrupt and fraudulent practices?
Yes…………….. No…………………

3.8: If answer in ‘3.7’ above is YES give details…………………………………………………………………………………………………………………………………………………

3.9: Have you offered or given anything of value to influence the procurement process?
Yes…………….. No…………………

3.10: If answer in ‘3.9’ above is YES give details…………………………………………………………………………………………………………………………………………………

I DECLARE that the information given on this form is correct to the best of my knowledge and belief.

Date:………………………………….. Signature of Candidate:………………………………………..

If a Kenyan Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.
DETAILS OF SUB-CONTRACTORS

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

Failure to comply with this requirement may invalidate the tender.

(1) Portion of Works to be sublet: ........................................

   (i) Full name of Sub-contractor and address of head office: ........................................

                   ........................................

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

                   ........................................

                   ........................................

(2) Portion of Works to sublet: ........................................

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

                   ........................................

                   ........................................

   (ii) Sub-contractor’s experience of similar works carried out in the last 3 years with contract value: ........................................

                   ........................................

                   ........................................

____________________             ____________________
[Signature of Tenderer)          Date
LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: ______________________

_____________________

_____________________

RE: Tender No. ______________

   Tender Name ______________

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

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

2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

   (FULL PARTICULARS) ____________________________

   ____________________________

SIGNED FOR ACCOUNTING OFFICER
AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF KENYA
AND
This Contract is made on this………………..day of……………………….20………

between County Government of Nakuru, represented by the Governor Nakuru County of P.O. Box 2870 -20100 (Hereinafter called the Employer) acting through his representative Chief Officer, Department of Trade, Industrialization, Tourism and Co-operatives of P.O. Box 2870 Nakuru of the one part and also of………………………………………………………………… (Hereinafter referred to as “the Contractor”) of the other part.

Whereas the Employer is desirous of maintaining the road network as described,

and has accepted the Offer of the Contractor to execute road maintenance Works as defined hereinafter, AND

Whereas the Contractor represented to the Employer that he has the required capacity and ability, and has agreed to execute the Works on the Terms and Conditions set forth in this Contract, for the Tender Sum of Kshs………………………………………………………………………………………………… (words)………………………… (figures)

NOW THEREFORE the Parties hereto agree as follows:

PART I: GENERAL CONDITIONS OF CONTRACT


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

The Tenderer is deemed to have read and fully complied with the General Conditions of Contract.
PART II: CONDITIONS OF PARTICULAR - APPLICATION

Article 1: GENERAL PROVISIONS

1.1. The documents forming the Contract are to be taken as mutually explanatory. If ambiguity or discrepancy is found in the documents the Employer shall issue necessary instructions to the Contractor.

1.2 The language of the Contract shall be English. The law of the Contract is the Republic of Kenya.

Article 2: OBLIGATIONS OF THE EMPLOYER

2.1 The Employer shall provide the Site and right of access thereto at the date of Commencement.

2.2 The Employer shall ensure that the Contractor’s claims for payment are settled timeously.

2.3 The Employer shall inspect the Contractor’s work regularly.

2.4 No approval or consent or absence of comment by the Employer shall affect the Contractor’s obligations.

Article 3: EMPLOYER’S REPRESENTATIVE

3.1 The Governor Nakuru County will have overall responsibility for the Contract, and will be represented by the Eng. S. M. Mwaura the Nakuru County Chief Officer in-charge of Roads, Transport & Public Works for the day-to-day management of the Contract.

Article 4: CONTRACTOR’S OBLIGATIONS

4.1 The Contractor shall carry out the Works described in Annex 1 and the Work Plan Annex 3 properly and in accordance with the Contract. The Contractor shall provide all supervision, labour and tools which may be required.

4.2 The Contractor shall submit to the Employer for consent the name and particulars of the person authorized to receive instructions on behalf of the Contractor.

4.3 The Contractor shall comply with all instructions given by the Employer in respect of the Works.

4.4 The Contractor shall not subcontract any part of the Works without the consent of the Employer.

4.5 The Contractor shall, in the implementation of this contract, use labour based methods whenever possible.

4.6 The Contractor shall recruit labour for the Works from the local communities and shall take particular note of the Government policy on the recruitment of women and youth. The target for each group shall be 30% of the labour force, which the Contractor shall take all possible measures to attain.

4.7 The Contractor shall comply with the Kenya Labour Laws in respect of the rights working conditions and wages for the labour force. The task rates set for labour shall be approved by the Engineer.

4.8 In the event of the failure of the Contractor to pay the labour the Employer shall be entitled to pay directly and to deduct the appropriate amount, plus a 10% administrative charge, from any monies due to the Contractor under the Contract.
4.9 The Contractor shall maintain records of time worked and remuneration paid to his/her employees and shall avail these records to the Employer for inspection when so requested.

4.10 The Contractor shall set fair and manageable task rates to each labourer, in consultations with the Employer.

Article 5: DESIGN BY CONTRACTOR

5.1 The Contractor shall not be responsible for any Works design.

Article 6: EMPLOYER’S RISKS

6.1 Any failure by the Employer and any delay or disruption caused by any Variation are the relevant Employer’s Risks.

Article 7: TIME FOR COMPLETION

7.1 The Contractor shall commence the Works within 1 week upon order to commence and shall proceed expeditiously and without delay and shall complete the Works within the Time for Completion, given as .......... weeks.

7.2 The Contractor shall be entitled to an extension of the Time for Completion where delay is caused by an action, or failure of action of the Employer and/or any other unforeseen circumstance. All such extension of time must be requested by the contractor timeously and approved by the Employer.

Article 8: TAKING OVER

8.1 The Contractor may notify the Employer when the Works are considered to be complete.

8.2 The Employer shall notify the Contractor when he considers that the Contractor has completed the Works and stating the date accordingly. Alternatively the Employer may notify the Contractor that the Works, although not fully complete, are ready for taking over, stating the date accordingly. The Contractor shall promptly complete any outstanding work.

Article 9: REMEDYING DEFECTS

9.1.1 The Employer may, within one month after the Completion date in 8.2, notify the Contractor of any defects. The Contractor shall remedy at no cost to the Employer any defects due to the Contractor’s workmanship not being in accordance with the Contract.

Article 10 VARIATIONS AND CLAIMS

10.1 The Employer may instruct Variations

10.2 The Employer shall value the Variations using appropriate rates within the Contract or by a lump sum price agreed between the Parties, or by new rates which the Engineer considers appropriate.

Article 11: CONTRACT PRICE AND PAYMENT

11.1 At not less than monthly intervals, the Contractor shall measure the Works in accordance with the Bill of Quantities and shall submit a statement to the Road Supervisor. No Payment shall be made for
Mobilisation and Establishment of the Site. The Road Supervisor shall certify on the statement to the Engineer that the Works have been completed satisfactorily.

11.2 The Employer shall pay the Contractor, upon the Engineer’s approval of the Contractor’s statement, within 30 days of the date of the certification of the statement. If the Employer disagrees with any part of the Contractor’s statement, he shall specify his reasons for disagreement when making payment. The Employer shall not be bound by any sum previously considered by him to be due to the Contractor.

Article 12: DEFAULT

12.1 The Employer shall give notice to the Contractor where he considers the Contractor to be in default of the Contract. If the Contractor fails to remedy the default within a stated period the Employer may give notice of the termination of the Contract.

12.2. After termination the Contractor shall be entitled to payment of any unpaid balance of the value of the Works executed.

Article 13: RISK AND RESPONSIBILITY

13.1 The Contractor shall take responsibility for the care of the Works from the Commencement Date to the date of Take Over.

Article 14: INSURANCES

14.1 The Contractor, prior to commencing the Works, shall effect Third Party and Workers Compensation Insurances and provide evidence to the Employer that the required policies are in force.

Article 15: RESOLUTION OF DISPUTES

15.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the Contract.

15.2 Any dispute not resolved under 15.1 shall be referred to a single Arbitrator nominated by Chief Officer, Ministry of Roads, Transport and Public Works whose Area the Contract is located in accordance with, and subject to the provision of the Arbitration Act of Kenya or any Statutory Modification thereof.

Article 16 CONDITIONS OF CONTRACT

16.1 It is understood that these Conditions of Contract follow the FIDIC Short Form of Contract which shall be referred to for any necessary clarification

16.2 It is hereby understood that the Annexes to the Contract shall be read together with the Contract and shall form an integral part of it.

In witness whereof of the duly authorised representatives of the Parties hereto have signed this Contract the day and the year first written at ......................Kenya.

--------------------------------------------------------------------------------
for and on behalf of the Contractor
County Government of Nakuru

--------------------------------------------------------------------------------
Witness Witness
APPENDIX TO FORM OF AGREEMENT

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

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Sub-clause</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>Time for Completion</td>
<td>7.1</td>
<td>1 Months after contract signing,</td>
</tr>
<tr>
<td>Priority of Documents</td>
<td></td>
<td>The documents forming the Contract shall be interpreted in the following order of priority:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• the Contract Agreement and Appendix</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• the Letter of Acceptance</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• the Form of Tender</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• the Conditions of Contract, Part II - Conditions of Particular Application</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• the Conditions of Contract, Part I - General Conditions of Contract</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• the Specifications</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• the Drawings,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• the Priced Bill of Quantities</td>
</tr>
<tr>
<td>Law of Contract</td>
<td>1.2</td>
<td>Laws of the Republic of Kenya</td>
</tr>
<tr>
<td>Language</td>
<td>1.2</td>
<td>English</td>
</tr>
<tr>
<td>Provision of Site</td>
<td>2.1</td>
<td>On Commencement Date</td>
</tr>
<tr>
<td>Authorised Person</td>
<td>3.1</td>
<td>.................................................................</td>
</tr>
<tr>
<td>Name and Address of Employer’s Representative</td>
<td>3.2</td>
<td>The Executive Member Transport &amp; Infrastructure P. O. Box 2870-20100</td>
</tr>
<tr>
<td></td>
<td></td>
<td>NAKURU.</td>
</tr>
<tr>
<td>Penalty to the Contractor for Employer paying workers on his behalf</td>
<td>7.1</td>
<td>10% of the amount paid to the workers.</td>
</tr>
<tr>
<td>Performance Security</td>
<td></td>
<td>Nil</td>
</tr>
<tr>
<td>Amount</td>
<td></td>
<td>Bank Guarantee/ Insurance Bond Approved by PPOA</td>
</tr>
<tr>
<td>Form</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Requirements of Contractors Design</td>
<td></td>
<td>Not applicable</td>
</tr>
<tr>
<td>Item</td>
<td>Sub-clause</td>
<td>Data</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>------------</td>
<td>----------------------------------------------------------------------</td>
</tr>
<tr>
<td>Programme</td>
<td></td>
<td></td>
</tr>
<tr>
<td>‣ Time of Submission</td>
<td></td>
<td><strong>Within 14 days of Commencement Date</strong></td>
</tr>
<tr>
<td>‣ Form of Programme</td>
<td></td>
<td><strong>.........................</strong></td>
</tr>
<tr>
<td>‣ Interval Updates</td>
<td></td>
<td><strong>.........................</strong></td>
</tr>
<tr>
<td>Liquidated Damages</td>
<td></td>
<td><strong>0.01% of Contract Price per Day to a limit of 1% of Contract Price.</strong></td>
</tr>
<tr>
<td>Period of notifying defects</td>
<td>9.1.1</td>
<td><strong>5 days calculated from the date stated in the notice under sub clause 8.2</strong></td>
</tr>
<tr>
<td>Percentage of Retention</td>
<td></td>
<td><strong>Nil</strong></td>
</tr>
<tr>
<td>Maximum Amount of Advance Payment</td>
<td></td>
<td><strong>Nil</strong></td>
</tr>
<tr>
<td>Form of Guarantee for Advance Payment</td>
<td></td>
<td><strong>Nil</strong></td>
</tr>
<tr>
<td>Valuation of Works</td>
<td></td>
<td><strong>Nil</strong></td>
</tr>
<tr>
<td>Repayment Schedule for Advance Payment</td>
<td></td>
<td><strong>Nil</strong></td>
</tr>
<tr>
<td>Minimum Amount of Interim Payment</td>
<td></td>
<td><strong>Nil</strong></td>
</tr>
<tr>
<td>Currency of Payment</td>
<td></td>
<td><strong>Kenya Shilling</strong></td>
</tr>
<tr>
<td>Rate of Interest</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurance</td>
<td>14.1</td>
<td><strong>Not Required</strong></td>
</tr>
<tr>
<td>‣ The Works, materials plants &amp; fees</td>
<td></td>
<td><strong>.................................</strong></td>
</tr>
<tr>
<td>‣ Contractor’s Equipment</td>
<td></td>
<td><strong>.................................</strong></td>
</tr>
<tr>
<td>‣ Third party injury to persons and damage to property</td>
<td></td>
<td><strong>.................................</strong></td>
</tr>
<tr>
<td>‣ Workers compensation</td>
<td></td>
<td><strong>.................................</strong></td>
</tr>
<tr>
<td>‣ Other cover</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Arbitration</td>
<td></td>
<td><strong>Nil</strong></td>
</tr>
<tr>
<td>‣ Rules</td>
<td></td>
<td></td>
</tr>
<tr>
<td>‣ Appointing Authority</td>
<td></td>
<td></td>
</tr>
<tr>
<td>‣ Place of Arbitration</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**.................................** **Employer to fill as appropriate**

**.................................** **Contractor to fill as appropriate**
ANNEX 1 THE WORKS

The Contractor shall in carrying out the maintenance Works undertake the specific tasks set out by the Engineer in this Annex. The Work shall be carried out in accordance with the Specification which are attached and form part of the Contract.

(The Engineer will list the tasks specific to each Contract which may include, among others, the following;

- Culvert & Drainage Works
- Earthworks
SECTION 4

SITE CLEARANCE

4.01 DESCRIPTION

Site clearance of the road reserve shall be carried out by the contractor by cutting the grass, bushes, all vegetation and undergrowth to a height not more than 200mm. The site clearance will be carried out where instructed by the Engineer.

Where directed by the Engineer, the contractor will remove and dispose of topsoil including roots to a depth of 150mm.

Structures, fences and obstructions will be removed and disposed of by the contractor as directed by the Engineer.

Tree pruning, cutting and stump removal shall be undertaken by the contractor when instructed by the Engineer.

4.02 MEASUREMENT AND PAYMENT

(a) Item: Site clearance

Unit: m²

Site clearance shall be paid for the area instructed cleared in m². The rate inserted shall cater for labour, tools, or equipment used as instructed by the Engineer.

(b) Item: Tree and Stump removal

Unit: No.

Removal of big trees and old dry tree stumps shall be measured by the Number removed as directed by the Engineer.
SECTION 5
15.2 EARTHWORKS

5.01 DESCRIPTION

This section covers all excavation of cuttings, haulage, placing and compaction of hard and soft material to form embankments. It also covers topsoiling and grassing.

There shall be two classifications of materials i.e. hard material and soft material. Hard material is that material that cannot be excavated without blasting as determined by the Engineer. Boulders greater than 0.3m$^3$ shall be considered hard material. Soft material shall be materials other than hard material and shall include waterlogged and swampy materials.

Fill material shall be deposited and compact in layers not exceeding 250mm for soft material and layers not exceeding 400mm for hard material. Hard material shall be maximum 250mm in dimension. The top 600mm of fill in hard material shall be formed using soft material. Rockfill to swamps shall have the same specification of maximum 250mm (quarry waste). Compaction of earthworks will be by number of passes as directed by the engineer depending on the compaction equipment of the contractor which shall not be less than 8 tonnes.

Spoil material shall be either soft or hard material surplus to the required fill or unsuitable for fill and which the Engineer has instructed to be spoiled.

Whenever the existing ground is unsuitable in quality for receiving the fill the contractor shall excavate and spoil the unsuitable material. It will be replaced with suitable material which will be treated as fill.

The existing ground and the top of cuttings shall be scarified to a depth of 150mm and compacted to receive the next construction layer. This shall be done at optimum water content as instructed by the Engineer.

When instructed by the Engineer the contractor shall place rockfill to the areas that are classified as swamps. The rock shall be well graded between 100mm and 250mm in size. The layer thickness shall be determined by the Engineer. The contractor shall proofroll the rockfill before the normal earthworks resume.

Where instructed by the Engineer, the contractor shall provide protection to the earthworks by topsoiling and grassing. The contractor shall spread approved topsoil uniformly to thickness as instructed by the Engineer.

Approved indigenous ‘runner’ type grass shall be planted at 150 mm centers. The contractor shall care for and water the grass until it is firmly established.
5.02 MEASUREMENT AND PAYMENT

(a) Item: Fill in soft material
Unit: m$^3$

The rate for fill in soft material shall include the cost of excavation, loading, transporting, depositing, shaping, and compacting as instructed by the Engineer.

(b) Item: Fill in hard material
Unit: m$^3$

The rate for fill in hard material shall include the cost of excavating, loading, transporting, depositing, breaking to the required size and compacting as directed by the Engineer.

(c) Item: Spoil in soft material
Unit: m$^3$

The rate for spoil in soft material shall include the cost of excavation, loading, transporting, depositing and spreading in the spoil area as directed by the Engineer.

(d) Item: Spoil in hard material
Unit: m$^3$

The rate of spoil in hard material shall include the cost of excavation, loading, transporting, depositing and spreading in the spoil area as directed by the Engineer.

(e) Item: Compaction of existing ground and top of cuttings
Unit: m$^2$

The rate of compaction shall include for scarifying to a depth of 150mm watering, mixing and compacting to the satisfaction of the Engineer.

(f) Item: Excavation in swamps
Unit: m$^3$

The rate of excavation in swamps will include for excavating waterlogged and swampy material, transporting and depositing and spreading in spoil areas as directed by the Engineer.

(g) Item: Rockfill to swamps
Unit: m$^3$

The rate for rockfill shall be measured by the volume instructed to be placed. It shall include the cost of providing the material, transporting, placing and rolling as instructed by the Engineer.

(h) Item: Topsoiling
Unit: m$^3$
Topsoiling shall be measured by volume instructed. The rate shall include cost of providing approved top soil transporting and spreading as instructed by the Engineer.

(i) Item: Grassing

Unit: m$^2$

The rate of grassing shall include the cost of providing and establishing approved grass sprigs, watering and protection until firmly established.
SECTION 17

REINFORCED CONCRETE WORKS

17.01 DESCRIPTION

This section covers the materials, design of mixes, mixing, transport placing, compaction and curing of concrete and mortar required in the works. It also covers formwork and reinforcement for concrete.

17.02 SCOPE OF THE SPECIFICATION

The design, mixing, transportation, placing, curing, protection, finishes, mortar, formwork, and reinforcement which are all related to concrete works shall be carried out as specified under Section 17 of the “Standard Specification for Road and Bridge Construction” published by Roads Department in 1987.

17.03 MEASUREMENT AND PAYMENT

(a) Item: Concrete

Unit: m³ of each concrete class

Concrete shall be measured by the cubic metres of each class calculated from the dimensions given on the drawings or instructed by the Engineer. No deduction shall be made for the reinforcement, mortar, or bolts.

The rate for the concrete shall include for the cost of:

i) Provision and transport of cement, aggregate and water,
ii) Batching, mixing, transporting, placing, compacting, and curing of concrete,
iii) Class F1 finish.

(b) Item: Blinding concrete

Unit: m³

Blinding concrete shall be measured by the cubic metre calculated as the product of the plan area of the foundation as shown on the drawings and the instructed thicknesses. No deduction shall be made for openings provided that the area of each is less than 0.5 m². Blinding concrete over hard material shall be measured as the volume used provided that the maximum thickness of 150mm allowed for overbreak is not exceeded.

The rate for blinding concrete shall include for all costs itemised in Clause 17.03(a) of this specification.

(c) Item: Formwork

Unit: m² of formwork for each class of finish

Formwork shall be measured by the m² of formwork actually in contact with the finished face of the concrete.

(d) Item: Unformed surface finishes

Unit: m² for each class of finish

Unformed surface finishes shall be measured by the square metre from the dimensions given on the drawings or instructed by the Engineer.
(e) **Item:** Mortar  
**Unit:** \( m^2 \)

Mortar used for bedding base plates and the like shall be measured by the square metre as the area of the base plate at the specified nominal thickness of the bedding.

(f) **Item:** Reinforcement  
**Unit:** Tonne for each type for each range of diameters

Reinforcement shall be measured separately for each of the following ranges.

(i) of diameter equal to or less than 16mm  
(ii) of diameter greater than 16mm

Steel plain and deformed bar reinforcement shall be measured by the tonne and shall be the calculated weight of the steel required including the splice lengths shown on the drawings.

The rate for reinforcement shall include for the cost of providing, cutting to length, laps, bending, hooking, waste incurred by cutting, cleaning, spacer blocks, providing and fixing of the chairs or other type of supports, welding, fixing the reinforcement in position including the provision of the wire or other material for supporting and tying the reinforcement in place, bending reinforcement and straightening, placing and compacting concrete around reinforcement.
<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITEM</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BILL NO.1</td>
<td>PROPOSED 1 No. DOUBLE UNIT STALL OF MITUMBA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>IN FREE AREA, NAKURU EAST WARD</td>
<td>ELEMENT NO.1</td>
<td>SUBSTRUCTURE</td>
<td>NOTE: This element comprises work upto and including first floor slab</td>
<td>EXCAVATIONS &amp; EARTHWORKS:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>A</td>
<td>Excavate oversite to remove top vegetable soil average 150mm deep and cart away from site</td>
<td>10</td>
<td>SM</td>
<td></td>
</tr>
<tr>
<td></td>
<td>B</td>
<td>Excavate for strip foundation trenches not exceeding 1.50 metres deep from reduced levels</td>
<td>8</td>
<td>CM</td>
<td></td>
</tr>
<tr>
<td></td>
<td>C</td>
<td>Allow for keeping excavations free of all waters</td>
<td>ITEM</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>D</td>
<td>Allow for planking and strutting to sides of trenches</td>
<td>ITEM</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>E</td>
<td>250 mm thick hand packed hardcore well watered and compacted in 150 mm thick layers</td>
<td>9</td>
<td>SM</td>
<td></td>
</tr>
<tr>
<td></td>
<td>F</td>
<td>50 mm thick Murram or stone dust blinding on hardcore</td>
<td>9</td>
<td>SM</td>
<td></td>
</tr>
<tr>
<td></td>
<td>G</td>
<td>TERMIDOR 25 EC' or other equal and approved anti-termite treatment applied in accordance with Manufacturer's printed instructions</td>
<td>9</td>
<td>SM</td>
<td></td>
</tr>
<tr>
<td></td>
<td>H</td>
<td>500 Gauge polythene damp proof membrane laid with 200mm laps</td>
<td>9</td>
<td>SM</td>
<td></td>
</tr>
<tr>
<td></td>
<td>J</td>
<td>150 mm thick rough chisel dressed natural stonewalling jointed and bedded in cement and sand (1:3) mortar</td>
<td>8</td>
<td>SM</td>
<td></td>
</tr>
<tr>
<td>K</td>
<td>Load and cart away excess soil away from site</td>
<td>6</td>
<td>CM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---------------------------------------------</td>
<td>---</td>
<td>----</td>
<td></td>
<td></td>
</tr>
<tr>
<td>L</td>
<td>Return fill and rum selected excavated materials around foundations</td>
<td>5</td>
<td>CM</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Concrete**

**Mass concrete (1:4:8) in:**

<table>
<thead>
<tr>
<th>M</th>
<th>50 mm thick blinding under strip footings</th>
<th>7</th>
<th>SM</th>
</tr>
</thead>
</table>

**Vibrated reinforced concrete (1:2:4/20mm) in:**

| N | Strip footings | 1 | CM |
| P | 100mm thick floor bed | 9 | SM |

**CARRIED TO COLLECTION.**

**Reinforcement**

**High tensile square twisted bars to B.S.4461**

| A | B.R.C. Fabric mesh reinforcement Ref: A142 laid with 200 mm laps | 9 | SM |

**Sawn formwork to:**

| B | Sides of strip footings | 6 | SM |
| C | Edge of floor slabs 75 - 150 mm wide | 14 | LM |

**CARRIED TO COLLECTION.**
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>COLLECTIONS.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL FOR SUB-STRUCTURE WORKS CARRIED TO COLLECTION.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>PLAIN SHEET WALLING</strong></td>
<td></td>
</tr>
<tr>
<td><strong>F</strong> 16 Gauge galvanised plain sheet bevelled: welded and ground smooth on steel framing (m.s) to approval</td>
<td>17</td>
</tr>
<tr>
<td><strong>Mild Steel Framing</strong></td>
<td></td>
</tr>
<tr>
<td><strong>G</strong> 50x50x2mm thick mild steel framing welded and grounded smooth to approval: horizontally and vertical members</td>
<td>43</td>
</tr>
<tr>
<td><strong>TOTAL FOR WALLING AND FRAMING CARRIED TO SUMMARY.</strong></td>
<td></td>
</tr>
</tbody>
</table>
### ROOFING

#### IT4 Roofing sheet roofing: 28 gauge

| A | Roof covering not exceeding 20° from horizontal fixed to steel structure(m/s) with roofing nails and neoprene washers 'J' bolts and nuts neoprene washers and caps | 11 | SM |

#### Accessories, fixing as necessary to roof

| B | Ridge and hip caps | 3 | LM |

#### STEEL ROOFING

**THE FOLLOWING IN HOT ROLLED STEEL SECTIONS TO APPROVAL**

| C | 50x50x2mm thick R.H.S Mild steel Rafters | 14 | LM |
| D | Ditto but tie beam | 11 | LM |
| E | 25x25x2mm thick ditto but struts and ties | 6 | LM |
| F | 50x50x2mm thick ditto but purlins | 12 | LM |
| G | 50x50x2mm thick ditto but wallplate | 5 | LM |

#### RAIN WATER GOODS

**24g Galvanized mild steel sheeting all welds ground smooth**

<p>| H | 250x150mm box gutter including soldering joints in the running length welded to steel frame to approval | 6 | LM |
| J | 75mm dia. Rain water downpipe fixed with and including steel straps at 900mm centers, plugged and screwed to wall | 2 | LM |</p>
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>K</td>
<td>Extra over for swan neck bend</td>
<td>2</td>
<td>NO</td>
</tr>
<tr>
<td>L</td>
<td>Extra over for horse shoe bend</td>
<td>2</td>
<td>NO</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL FOR ROOFING</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>CARRIED TO COLLECTION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>M</td>
<td><strong>ROLLER SHUTTER DOORS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Door overall size 1250 x 2100 mm high with and including rolling gears and framed sliding rails to approval</td>
<td>2</td>
<td>NO</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL FOR DOORS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>CARRIED TO SUMMARY.</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>INTERNAL FINISHES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>FLOORS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Cement and sand (1:3) floor screeding</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>15mm thick floor screeding laid to gradient and pigmented with red oxide</td>
<td>9</td>
<td>SM</td>
</tr>
<tr>
<td></td>
<td><strong>PAINTING AND DECORATIONS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Prepare and apply one undercoat and two finishing coats of gloss oil paint to general surface of wall externally</td>
<td>17</td>
<td>SM</td>
</tr>
<tr>
<td></td>
<td><strong>EXTERNAL WORKS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>10mm thick precast concrete paving slabs around the structure with and including 50mm thick muram or quarry dust well compacted to approval</td>
<td>4</td>
<td>SM</td>
</tr>
<tr>
<td>DRAINAGE CHANNELS</td>
<td>4</td>
<td>LM</td>
<td></td>
</tr>
<tr>
<td>-----------------------------------------------</td>
<td>---</td>
<td>----</td>
<td></td>
</tr>
<tr>
<td>Precast concrete I.B.D Channels bedded with cement sand (1:3) mortar to approval</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL FOR FINISHES**
CARRIED TO SUMMARY

**SUMMARY**

1. SUBSTRUCTURES
2. FRAMED STEEL AND WALLING
3. ROOFING
4. DOORS
5. FINISHES

**SUB-TOTAL**

**GRAND TOTAL FOR 1 No. DOUBLE UNIT STALL**

**GRAND TOTAL FOR 24 UNITS STALLS**
<table>
<thead>
<tr>
<th>BILL NO. 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROVISIONAL AND PRIME COST SUMS</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allow a provisional sum of Kenya shillings fifty thousand only for External</td>
<td>50,000</td>
</tr>
<tr>
<td>Civil Works</td>
<td></td>
</tr>
<tr>
<td>Allow a provisional sum of Kenya shillings Sixty Thousand only for Project</td>
<td>60,000</td>
</tr>
<tr>
<td>Management and supervisors</td>
<td></td>
</tr>
<tr>
<td>Allow a provisional sum of Kenya shillings one hundred thousand only for</td>
<td>100,000</td>
</tr>
<tr>
<td>contingencies</td>
<td></td>
</tr>
<tr>
<td>Section</td>
<td>Description</td>
</tr>
<tr>
<td>---------</td>
<td>-------------</td>
</tr>
<tr>
<td>A</td>
<td>GENERAL PRELIMINARIES</td>
</tr>
<tr>
<td>B</td>
<td>PARTICULAR PRELIMINARIES</td>
</tr>
<tr>
<td>C</td>
<td>TOTAL FOR 24 NO. UNIT STALL FOR MITUMBA STALLS</td>
</tr>
<tr>
<td>D</td>
<td>P.C AND PROVISIONAL SUMS</td>
</tr>
<tr>
<td>E</td>
<td>TOTAL FOR PROVISIONAL AND PRIME COST SUMS</td>
</tr>
</tbody>
</table>

**Sub-Total**

ADD 10% CONTINGENCY SUMS

ADD 16% V.A.T

**GRAND TOTAL CARRIED TO FORM OF TENDER**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount in word Kenya Shillings</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Kshs</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature…………………………………………….Date…………………………………………………

Signature…………………………………………….Date…………………………………………………

49
<table>
<thead>
<tr>
<th>ACTIVITY/WEEKS</th>
<th>WEEKS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>