

# COUNTY GOVERNMENT OF NANDI



## DEPARTMENT OF AGRICULTURE, LIVESTOCK AND FISHERIES TENDER DOCUMENT FOR REPAIR AND RENOVATION OF IRURU CATTLE DIP

**TENDER REF NO:-QT/ALF/22/2017-2018**

**FINANCIAL YEAR 2017/2018**

**P. O. Box 802- 30300  
KAPSABET**

**Tel: 0535252355**

**Website: [www.nandi.go.ke](http://www.nandi.go.ke)**

**OPENING DATE: 02/02/2018**

**TIME: 11:00 AM**

**OPENING VENUE: KAPSABET SUB-COUNTY AGRICULTURE OFFICE**

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## SECTION I -INVITATION TO TENDER

**Date: 23/01/2018**

**TENDER REF No. QT/ALF/22/2017-2018**

**TENDER NAME: FOR REPAIR AND RENOVATION OF IRURU CATTLE DIP**

**Dear Sir/Madam,**

- 1.1 County Government of Nandi invites sealed tenders from eligible candidates for **REPAIR AND RENOVATION OF IRURU CATTLE DIP**
- 1.2 Invited candidates may obtain further information from and inspect the tender documents at the Procurement Offices at department of Agriculture Headquarters county government of Nandi during normal office working hours.
- 1.3 A complete set of tender documents may be obtained by invited contractors by downloading free of charge from the county website [www.nandi.go.ke](http://www.nandi.go.ke).
- 1.4 Prices quoted should be net inclusively of all applicable taxes and must be in Kenya Shillings and shall remain valid for (90) days from the closing date of the tender.
- 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 tender Box at Kapsabet Sub-County Agriculture office as indicated on the cover page.

**County Secretary**  
**County Government of Nandi**  
**P.O Box 802-30300**  
**Kapsabet**

So as to be received on or before **Friday 2<sup>nd</sup> February, 2018 at 11.00 AM** Local time

## SECTION II - INSTRUCTIONS TO TENDERERS

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## SECTION II - INSTRUCTIONS TO TENDERERS

### 2.1 Eligible Tenderers

- 2.1.1 This invitation for tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Preference and Reservation groups are encouraged to apply. Successful tenderers shall be contracted for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the schedule of requirements.
- 2.1.2 County Government of Nandi employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification statement that the tenderer (including all members of a joint venture and subcontractors), is not associated, or have been associated in the past, directly or indirectly, with the firm or any of its officials which have been engaged by the County Government of Nandi to provide consulting services for the preparation of the design specifications and other documents to be used for the purpose of this invitation to tender.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### 2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the County Government of Nandi, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process

### 2.3 Contents of Tender Documents

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.7 of these instructions to tenderers.
- (i) Instructions to tenderers
  - (ii) General Conditions of Contract
  - (iii) Special Conditions of Contract
  - (iv) Schedule of particulars of tender
  - (v) Form of Tender
  - (vi) Price Schedules
  - (vii) Contract Form
  - (viii) Confidential Business Questionnaire Form
  - (ix) Tender security Form
  - (x) Performance security Form
  - (xi) Authorization Form

- (xii) Declaration form
- (xiii) Request for Review Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and particulars in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

## **2.4 Clarification of tender Documents**

2.4.1 A prospective tenderer making inquiry on the tender documents may notify County Government of Nandi by post, fax or by email at the County Government of Nandi's address indicated in the Invitation to Tender. County Government of Nandi will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the County Government of Nandi. Written copies of County Government of Nandi's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.4.2 The County Government of Nandi employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

## **2.5 Amendment of tender Documents**

2.5.1 At any time prior to the deadline for submission of tenders, County Government of Nandi for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum amendment.

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, County Government of Nandi, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of Tenders**

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the County Government of Nandi, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7. Documents Comprising the Tender**

- 2.7.1 The tender prepared by the tenderer shall comprise the following components:
- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
  - (b) documentary evidence established in accordance with paragraph 2.12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
  - (c) tender security furnished in accordance with paragraph 2.12

## **2.8. Form of Tender**

- 2.8.1 The tenderer shall complete the Form of Tender and the Price Schedules furnished in the tender documents, indicating the particulars of the tender.

## **2.9. Tender Prices**

- 2.9.1 The tenderer shall indicate on the Price Schedules the unit prices and total tender price of the particular of tender under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the amounts to be paid by the tenderer to the County Government of Nandi for the particulars of the tender under the contract.
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price tender will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

## **2.10. Tender Currencies**

- 2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise stated in the appendix.

## **2.11. Tenderers Eligibility and Qualifications**

- 2.11.1 Pursuant to paragraph 2.1.1 and 2.1.2 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.
- 2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the County Government of Nandi's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## 2.12. Validity of Tenders

2.12.1 Tenders shall remain valid for 120 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the County Government of Nandi as non-responsive.

2.12.2 In exceptional circumstances, the County Government of Nandi may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

## 2.13. Format and Signing of Tenders

2.13.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each "ORIGINAL TENDER" as appropriate. In the event of any discrepancy between them, the original shall govern.

2.13.2 The original and all copy of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract should **Number all the pages of the tender document and Sign** all pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

2.13.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

## 2.14 Sealing and Marking of Tenders

2.14.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL TENDER". The envelopes shall then be sealed in an outer envelope.

2.14.2 The inner and outer envelopes shall:

- (a) be addressed to the County Secretary, County Government of Nandi at the address given in the Invitation to Tender
- (b) bear tender number and name in the Invitation to Tender and the words, "DO NOT OPEN BEFORE **Friday 2<sup>nd</sup> February, 2018 at 11.00 am**"

2.14.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.14.4 If the outer envelope is not sealed and marked as required by paragraph 2.14.2, the County Government of Nandi will assume no responsibility for the tender's



misplacement or premature opening.

## **2.15. Deadline for Submission of Tenders**

2.15.1 Tenders must be received by the County Government of Nandi at the address specified under paragraph 2.14.2 not later than **Friday 2<sup>nd</sup> February, 2018 at 11.00 am Local time**

2.15.2 The County Government of Nandi may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the County Government of Nandi and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.15.3 Bulky tenders which will not fit in the tender box shall be received by the County Government of Nandi as provided for in the appendix.

## **2.16. Modification and Withdrawal of Tenders**

2.16.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the County Government of Nandi prior to the deadline prescribed for submission of tenders.

2.16.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.16.3 No tender may be modified after the deadline for submission of tenders.

2.16.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

## **2.17. Opening of Tenders**

2.17.1 The County Government of Nandi will open all tenders in the presence of tenderers' representatives who choose to attend, at the locations specified in the Invitation of tender. The tenderers' representatives who are present shall sign a register evidencing their attendance

2.17.2 The tender's names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the County Government of Nandi, at its discretion, may consider appropriate, will be announced at the opening.

2.17.3 County Government of Nandi will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

## **2.18 Clarification of Tenders**

- 2.18.1 To assist in the examination, evaluation and comparison of tenders County Government of Nandi may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.18.2 Any effort by the tenderer to influence County Government of Nandi in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.18 Preliminary Examination and Responsiveness**

- 2.19.1 County Government of Nandi will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.19.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
- 2.19.3 County Government of Nandi may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.19.4 Prior to the detailed evaluation, pursuant to paragraph 2.19, County Government of Nandi will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations County Government of Nandi's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.19.5 If a tender is not substantially responsive, it will be rejected by County Government of Nandi and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.20. Conversion to single currency**

- 2.20.1 Where other currencies are used, County Government of Nandi will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender

closing provided by the Central Bank of Kenya.

## **2.21. Evaluation and Comparison of Tenders**

2.21.1 County Government of Nandi will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.21.2 County Government of Nandi's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

(a) operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract

2.21.3 Pursuant to paragraph 2.22.2. The following evaluation methods will be applied.

(a) Operational Plan

(i) County Government of Nandi requires that the services under the Invitation for Tenders shall be performed at the time Specified in the Schedule of Requirements. Tenderers offering to perform longer than County Government of Nandi's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule

(i) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment scheduled and indicate the reduction in tender price they wish to offer for such alternative payment schedule. County Government of Nandi may consider the alternative payment schedule offered by the selected tenderer.

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

2.21.5 The evaluation committee shall evaluate the tenders within 14 days from the date of opening the tender.

## **2.22. Contacting County Government of Nandi**

2.22.1 Subject to paragraph 2.19 no tenderer shall contact County Government of Nandi on any matter relating to its tender, from the time of the tender opening to the time the

contract is awarded.

2.22.2 Any effort by a tenderer to influence County Government of Nandi in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

## **2.23 Post-qualification**

2.23.1 County Government of Nandi will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.23.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as County Government of Nandi deems necessary and appropriate

2.23.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event County Government of Nandi will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

## **2.24 Award Criteria**

2.24.1 Subject to paragraph 2.28 County Government of Nandi will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.1 To qualify for contract awards, the tenderer shall have the following:-

- (b) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (c) Legal capacity to enter into a contract for procurement
- (d) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (e) Shall not be debarred from participating in public procurement.

## **2.25. County Government of Nandi's right to accept or reject any or all tenders**

2.25.1 County Government of Nandi reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, 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 County

Government of Nandi's action. If County Government of Nandi determines that none of the tenders is responsive, County Government of Nandi shall notify each tenderer who submitted a tender.

2.25.2 County Government of Nandi 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.

2.25.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.26 Notification of Award**

2.26.1 Prior to the expiration of the period of tender validity, County Government of Nandi will notify the successful tenderer in writing that its tender has been accepted.

2.26.2 The notification of award will constitute the formation of the contract subject to the signing of the contract between the tenderer and County Government of Nandi pursuant to clause 2.28. Simultaneously the unsuccessful tenderers shall be notified that their tenders have been unsuccessful.

2.26.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29, County Government of Nandi will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.27 Signing of Contract**

2.27.1 At the same time as County Government of Nandi notifies the successful tenderer that its tender has been accepted, County Government of Nandi will simultaneously inform the other tenderers that their tenders have not been successful.

2.27.1 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to County Government of Nandi.

2.27.2 The contract will be definitive upon its signature by the two parties.

2.27.3 The parties to the contract shall have it signed within 7 days from the date of notification of contract award unless there is an administrative review request.

## **2.28 Performance Security**

2.28.1 The successful tenderer shall furnish the performance security in accordance with the Appendix to instructions to tenders, in a form acceptable to County Government of Nandi.

2.28.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event County Government of Nandi may make the award to the next lowest evaluated tender or call for new tenders.

## **2.29 Corrupt or Fraudulent Practices**

2.29.1 County Government of Nandi requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.29.1 County Government of Nandi will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.29.2 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

## APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information for leasing, shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions 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.

Instructions To Tenderers Reference	Particulars Of Appendix To Instructions To Tenderers
2.1.1	<i>Women, Youth and Persons with disabilities registered in the AGPO programme by the National Treasury and also registered with County Government of Nandi are encouraged to apply</i>
	<i>No tender fee.</i>
	<i>Tender should be in Kenya shillings only.</i>
	<i>Particulars of eligibility and qualifications documents of evidence required</i> <b>MANDATORY REQUIREMENTS</b> <ul style="list-style-type: none"> <li>• Copy of Certificate of Incorporation/Registration.</li> <li>• Copy of Valid Tax Compliance certificate.</li> <li>• Copy of County Government of Nandi business license or proof of payment for the same</li> <li>• Duly filled, signed &amp; stamped Form of Tender</li> <li>• Dully filled, signed &amp; confidential business questionnaire</li> <li>• CR 12</li> <li>• Renovation works period and programme</li> <li>• Duly priced BOQs</li> <li>• Copy of valid AGPO (where applicable)</li> <li>• Copy of Current NCA certificate</li> <li>• Copy of National I.D Card(s) for the Director(s)</li> </ul>
	Bidders shall provide 1 "ORIGINAL" tender document clearly indicating the tender title and number and closing date on top of the envelope
2.1.2	No tender security is required
	Tender shall remain valid for a period of 90 days from the date of opening

	Deadline for Submission of Tenders Closing date shall be <b>Friday 2<sup>nd</sup> February, 2018 at 11.00 am</b>
2.1.3	Performance security not required

## EVALUATION CRITERIA

The method of evaluation will be Merit Point System

The evaluation criteria will be applied as indicated here below: -

### 1. PRELIMINARY REQUIREMENTS (MANDATORY)

No.	Documents to be submitted	Yes/No
1.	Duly filled, signed & stamped Form of Tender	
2.	Copy of Certificate of registration/Incorporation	
3.	Copy of valid Tax Compliance Certificate	
4.	Duly filled, signed & stamped confidential business questionnaire form	
5.	Duly priced/quoted Bill of Quantities	
6.	Renovation works period and the work programme	
7.	Copy of valid County Government of Nandi business license or Proof of Payment of the same	
8.	Copy of valid AGPO registration certificate (Where Applicable)	
9.	Copy of current NCA Certificate	
10.	Copy of CR 12	
11.	Copy of National I.D Card(s) of the Director(s)	
12.	<b>Responsive / Non-Responsive</b>	

**Tenderers have to provide all the mandatory requirements to proceed for Technical Evaluation.**



## 2. TECHNICAL EVALUATION CRITERIA

Item No.	Evaluation Criteria	Max Score	Score Awarded
1.	<b>Company Profile:</b> a) Provide company profile showing names of Directors, other staff and general structure of the company. CVs for at least three (3) technical staff.	25	
2.	<b>Experience:</b> a) Attach at least five (2) copies of LPOs/LSOs/ contract documents/Practical completion certificates as evidence of doing similar/related business (10 Points for each)	30	
3.	<b>Physical Facilities:</b> a) Evidence of physical registered office (Proven physical location with an attached copy of lease and address of firm, Single Business Permit from County Governments, Title deeds or copy of utility bills).	10	
4.	<b>Financial Capacity:</b> a) 3 month's bank statement or A reference letter from applicant's bank regarding their credit position and bank LPO/LSO Financing	20	
5.	Adequate equipment for the specified types of works.	15	
	<b>TOTAL SCORE</b>	100	

Pass mark for Technical evaluation shall be 70 marks.

### Financial Evaluation

The Bidder who shall be determined as the **lowest evaluated bidder** after surpassing the minimum technical score shall be considered and recommended for award.

## SECTION III - GENERAL CONDITIONS OF CONTRACT

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## SECTION III: GENERAL CONDITIONS OF CONTRACT

### 3.1. Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between County Government of Nandi and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to County Government of Nandi under the Contract by the tenderer for the full and proper performance of the contractual obligations
- (c) "The Contractor" means the organization or firm procuring the particulars of tender under this Contract.
- (d) "GCC" means the General Conditions of Contract
- (e) "SCC" means the Special Conditions of Contract
- (f) "Day" means calendar day

### 3.2. Application

3.2.1 These General Conditions shall apply to the extent that they are not superceded by provisions of other part of the contract

### 3.3. Standards

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the schedule of particulars of the tender.

### 3.4. Use of Contract Documents and Information

3.4.1 The Contractor shall not, without County Government of Nandi's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of County Government of Nandi in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without County Government of Nandi's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of County Government of Nandi and shall be returned (all copies) to County Government of Nandi on completion of the contractor's performance under the Contract if so required by County Government of Nandi.

### 3.5. Patent Rights

3.5.1 The Contractor shall indemnify COUNTY GOVERNMENT OF NANDI against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

### **3.6 Performance Security**

3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to County Government of Nandi the performance security where applicable in the amount specified in SCC

3.6.2 The proceeds of the performance security shall be payable to County Government of Nandi as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to County Government of Nandi and shall be in the form of:

- (a) Cash.
- (b) A bank guarantee.
- (c) Such insurance company guarantee approved by the Authority.
- (d) A letter of credit.

3.6.4 The performance security will be discharged by County Government of Nandi and returned to the Contractor not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

### **3.7 Delivery of services and Documents**

3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by COUNTY GOVERNMENT OF NANDI in the schedule of requirements and the special conditions of contract

### **3.8 Payment**

3.8.1 The method and conditions of payment to be made by County Government of Nandi under this Contract shall be specified in the SCC

3.8.2 Payment shall be made promptly by County Government of Nandi, but in no case later than sixty (60) days after submission of an invoice or claim by contractor.

### **3.9 Prices**

3.9.1 Prices charged by the contractor for particulars provided under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the Contractor in its tender or in County Government of Nandi's request for tender validity extension as the case may be. No variation in or

modification to the terms of the contract shall be made except by written amendments signed by the parties.

3.9.2 Contract price variations shall not be allowed for contract not exceeds one year (12 months)

3.9.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

3.9.4 Price variation requests shall be processed by County Government of Nandi within 30 days of receiving the request.

### **3.10. Assignment**

3.10.1 The Contractor shall not assign, in whole or in part, its obligations under this Contract, except with County Government of Nandi's prior written consent.

### **3.11. Termination for Default**

3.11.1 county Government of Nandi may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:

- (a) If the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by County Government of Nandi.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contractor in the judgment of County Government of Nandi has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the even County Government of Nandi terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered, and the Contractor shall be liable to County Government of Nandi for any excess costs for such similar services. However the contractor shall continue performance of the contract to the extent not terminated.

### **3.12. Termination for insolvency**

3.12.1 County Government of Nandi may at any time terminate the contract by giving written notice to the Contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to County Government of Nandi.

### **3.13. Termination for convenience**

- 3.13.1 County Government of Nandi by written notice sent to the contractor, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for County Government of Nandi's convenience, the extent to which performance of the contractor under the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination County Government of Nandi may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

### **3.14 Resolution of Disputes**

- 3.14.1 County Government of Nandi and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or disputes arising between them under or in connection with the contract
- 3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.15. Governing Language**

- 3.15.1. The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties shall be written in the same language.

### **3.16. Applicable Law**

- 3.16.1 The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC.

### **3.17 Force Majeure**

- 3.17.1 The Contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

### **3.18 Notices**

- 3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post, Fax or Email and confirmed in writing to the other party's address specified in the SCC.

3.18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special condition of contract shall supplement the General Conditions of Contract. Whenever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special Conditions of Contract as relates to the GCC.

GCC REFERENCE	SPECIAL CONDITIONS OF CONTRACT
3.6.1 Performance security	Performance security not required.
3.8.1 Payments	Payments to be made by cheque or EFT on inspection of works by the tender processing committee
3.14.2 Disputes	In case of a dispute between the service provider and the employer, the same shall be resolved amicably between the parties in the first instance failure to which the dispute shall be referred for arbitration as per provisions of the Arbitration Act of 1995 before a single arbitrator to be agreed on by the parties and in failure of such an agreement by the Chairperson for the time being of the chartered institute of Arbitrators Kenya branch and any award given shall be final
3.16.1 Applicable Laws	<i>Laws of Kenya</i>
3.18.1 Notices	County Government of Nandi P.O Box 802-30300 kapsabet.

## SECTION V -STANDARD FORMS

1. Form of tender



2. Confidential Business Questionnaire
3. Litigation History
4. Contract form
5. Performance security form
6. Request for Review form

**FORM OF TENDER**

Date\_\_\_\_\_

Tender No.\_\_\_\_\_

To.....

*[Name and address of procuring entity]*

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. **County Government of Nandi QT/ALF/22/2017-2018** the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide;

**For Repair and Renovation of IRURU Cattle Dip** in conformity with the said tender documents for the sum of Kshs.....*[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 provide the services in accordance with the services schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).

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. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[In the capacity of]*

Duly authorized to sign tender for and on behalf of \_\_\_\_\_

TO: \_\_\_\_\_*[Name of Employer]* \_\_\_\_\_*[Date]*

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2( c)

Which ever applies to your type of business

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

Part \_\_\_\_\_ General:

Business Name .....

Location of business premises .....

Plot No. .... Street/Road .....

Postal Address ..... Tel. No. ....Fax ..... Email

Nature of business .....

Registration Certificate No. ....

Maximum value of business which you can handle at any one time Kshs. ....

Name of your bankers ..... Branch .....

Part 2(a) - Sole Proprietor:

Your name in full ..... Age .....

Nationality ..... Country of origin .....

Citizenship details.....

Party 2(b) - Partnership

Give details of partners as follows

	Name	Nationality	Citizenship Details	Shares
--	------	-------------	---------------------	--------

- |    |       |       |       |       |
|----|-------|-------|-------|-------|
| 1. | ..... | ..... | ..... | ..... |
| 2. | ..... | ..... | ..... | ..... |
| 3. | ..... | ..... | ..... | ..... |
| 4. | ..... | ..... | ..... | ..... |
| 5. | ..... | ..... | ..... | ..... |

Part 2( c) - Registered Company:

Private or public .....

State the nominal and issued capital of the company -

Nominal Kshs.. .....

Issued Kshs.....

Give details of all directors as follows

	Name	Nationality	Citizenship Details	Shares
--	------	-------------	---------------------	--------

- |    |       |       |       |       |
|----|-------|-------|-------|-------|
| 1. | ..... | ..... | ..... | ..... |
| 2. | ..... | ..... | ..... | ..... |
| 3. | ..... | ..... | ..... | ..... |
| 4. | ..... | ..... | ..... | ..... |
| 5. | ..... | ..... | ..... | ..... |

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

**LITIGATION HISTORY**

Name of Contract Supplier

Suppliers/ Service providers should provide information on any history of litigation or arbitration resulting from contracts executed in the last one year or currently under execution.

<b>YEAR</b>	<b>AWARD FOR OR AGAINST</b>	<b>NAME OF CLIENT CAUSE OF LITIGATION AND MATTER IN DISPUTE</b>	<b>DISPUTED AMOUNT (CURRENT VALUE, KSHS. EQUIVALENT</b>

## CONTRACT FORM

THIS AGREEMENT made the day of ..... between [County Government of Nandi] of [Kenya] (hereinafter called "County Government of Nandi") of the one part and [name of tenderer] of [city and country of tenderer] (hereinafter called "the tenderer") of the other part:

WHEREAS County Government of Nandi invited tenders for the Repair and Renovation of Kaptengelei Cattle Dip and has accepted a tender by the tenderer for the provision of the works in the sum of \_\_\_\_\_

\_\_\_\_\_ [contract price in words in figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSTH 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 referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) the Tender Form and the Price Schedule submitted by the tenderer;
  - (b) the Schedule of Requirements
  - (c) the Details of cover
  - (d) the General Conditions of Contract
  - (e) the Special Conditions of Contract; and
  - (f) County Government of Nandi's Notification of Award
3. In consideration of the payments to be made by County Government of Nandi to the tenderer as hereinafter mentioned, the tenderer hereby covenants with County Government of Nandi to Repair and Renovation of Kaptengelei Cattle Dip therein in conformity in all respects with the provisions of the Contract.
4. County Government of Nandi hereby covenants to pay the tenderer in consideration of the provision of the lease services 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 hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for County Government of Nandi)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer) in the presence of  
\_\_\_\_\_

**PERFORMANCE SECURITY FORM**

To:.....  
[Name of County Government of Nandi]

WHEREAS ..... [Name of tenderer]  
(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. \_\_\_\_\_  
\_\_\_\_\_ [Reference number of the contract] dated \_\_\_\_\_ 20 \_\_\_\_\_ to  
supply .....  
[Description of materials and spares] (Hereinafter called "the Contract")

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for a sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of .....  
[amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum of sums within the limits of ..... [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

**Signature and seal of the Guarantors**

\_\_\_\_\_  
[Name of bank of financial institution]

\_\_\_\_\_  
[Address]

\_\_\_\_\_  
[Date]

**REQUEST FOR REVIEW FORM  
FORM RB 1**

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*COUNTY GOVERNMENT OF NANDI*)

Request for review of the decision of the..... (*Name of COUNTY GOVERNMENT OF NANDI*) of .....dated the...day of .....20.....in the matter of Tender No.....of .....20...

**REQUEST FOR REVIEW**

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

- 1.
  - 2.
- etc.

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

- 1.
- 2.

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

**SECTION VI -SCHEDULE OF REQUIREMENTS**

**SCOPE OF WORK & TERMS AND CONDITIONS**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>	
	<b>PRELIMINARIES AND GENERAL ITEMS</b>		
<b>A</b>	<b>DESCRIPTION OF THE SITE</b>		
	The Contractor will be deemed to have visited the site to acquaint himself with its nature and position as no claim for extras will be considered on account of want of knowledge in this respect.		
<b>B</b>	<b>DESCRIPTION OF THE WORK</b>		
	The work comprises of Renovation of existing office and addition of a new block on existing substructure.		
<b>C</b>	<b>PRICING OF ITEMS OF PRELIMINARIES</b>		
	The contractor shall insert in the General Items section of the documents the description and value of the Preliminaries for which the Contractor requires to be specifically reimbursed.		
<b>D</b>	<b>ABBREVIATIONS</b>		
	Throughout these documents, units of measurements and terms are abbreviated and shall be interpreted as follows:-		
	CM - Shall mean Cubic Metres		
	S.M. - Shall mean Square Metres		
	L.M - Shall mean Linear Metres		
	mm. - Shall mean Millimetres		
	kg. - Shall mean Kilogramme		
	No. - Shall mean Number		
	Prs - Shall mean Pairs		
	B.S. - Shall mean the current British Standard Specification published by the Standard Institution, 2 Park Street, London WI England.		
	K.S. - Ditto Kenya Standard published by Kenya Bureau of Standards of P.O. Box 54974, Nairobi		
	Ditto - Shall mean the whole of preceding description except as qualifies in the description in which it occurs.		
	Ms - Shall mean measured separately		
	<b>Total Carried to Collection</b>		
<b>A</b>	<b>EMPLOYER</b>		
	The term "The employer " wherever used in these Bills of Quantities shall be deemed to mean <b>County Government o Nandi , P.O. Box 802-30300, Nandi.</b>		
<b>B</b>	<b>Project Manager</b>		



	The term "The Project Manager " wherever used in these Bills of Quantities shall be deemed to mean <b>County Government o Nandi , P.O. Box 802-30300, Nandi.</b>		
<b>C</b>	<b>QUANTITY SURVEYOR</b>		
	The term "Quantity Surveyor" wherever used hereinafter and in all contract documents shall mean <b>County Government o Nandi , P.O. Box 802-30300, Nandi.</b>		
<b>D</b>	<b>CIVIL/STRUCTURAL ENGINEERS</b>		
	The term "Civil/Structural Engineers" wherever used herein after and in all contract documents shall mean <b>County Government o Nandi , P.O. Box 802-30300, Nandi.</b>		
<b>E</b>	<b>BOND</b>		
	The contractor shall find and submit on the Form of Tender the name of one surety who shall be an established Bank, Insurance Company or Fidelity Guarantee Corporation, who will be willing to be bound to the Employer in an amount equal to ten percent (10%) of the contract sum for the due performance of the contract up to the date of completion as certified by the Project Manager and who will when and if called upon sign, a bond to that effect on the prescribed form on the same day as the contract agreement is signed. In the event of the surety named in the form of tender not being approved by the Employer, the contractor shall furnish within seven days another surety to the approval of the Employer.		
<b>F</b>	<b>PLANTS, TOOLS AND VEHICLES</b>		
	Allow for providing all scaffolding, plant, tools and vehicles required for the works except insofar as may be stated otherwise herein and except for such items, specifically and only required for the use of nominated Sub-Contractors as described herein. No timber used for scaffolding, form work or temporary works of any kind shall be used afterwards in the permanent works		
<b>G</b>	<b>TEMPORARY STRUCTURES</b>		
	Prior to erecting any temporary structures required for the works including buildings, fences, hoarding, signs and the likes the Contractor shall submit full details, including location, to the Project Manager for his approval.		
	<b>Total carried to collection</b>		
<b>A</b>	<b>MATERIALS AND WORKMANSHIP</b>		

	All materials and workmanship used in the execution of the works shall be of the best quality and descriptions unless otherwise described.		
	Where trade names or manufacturer's catalogue numbers are mentioned in the specification, drawings or Bills of Quantities the references is intended only as a guide of article or quality of material required.		
	The contractor shall order all materials as early as necessary to ensure that they are on the site when required for use in the works. The Bills of Quantities shall not be used for the purpose of ordering materials.		
<b>B</b>	<b>SIGN FOR MATERIALS SUPPLIED</b>		
	The Contractor will be required to sign a receipt for all articles and materials supplied by the Employer at the time of taking delivery thereof, as having received them in good order and condition, and will thereafter be responsible for any loss or damage with articles and /or materials which will be supplied by the Employer at the current market prices including Customs Duty, all at the contractors own cost and expenses, to satisfaction of the Project Manager.		
<b>C</b>	<b>STORAGE OF MATERIALS</b>		
	The Contractor shall provide at his own risk and cost where directed on the site weather proof lockup sheds for the safe storage and custody of materials for the works and for the use for workmen engaged thereon and shall remove such shed and make good damage or disturbed surface upon completion to satisfaction of Project Manager.		
<b>D</b>	<b>SAMPLES</b>		
	The Contractor shall furnish at his own cost any samples of materials or workmanship's. The Contractor shall arrange for the testing of such materials as the Project Manager may at his discretion deem desirable. Such testing which is over and above the stated in the specifications or drawings shall be made at the expenses of Employer and not at the expenses of the Contractor unless the materials fail to pass the test or are in the opinion of the Project Manager not in accordance with the specification, in either case the contractor shall pay for testing in accordance with the current scale of testing charges laid down by the Ministry of Public Works		
	The procedure for submitting samples of materials for testing and the method of marking for identification shall be as laid down by the Project Manager.		

	The Contractor shall allow in his tender for such samples and tests except those in connection with nominated sub-contractor's work.		
	<b>Total carried to collection</b>		
<b>A</b>	<b>GOVERNMENT ACTS REGARDING WORK PEOPLE, ETC</b>		
	Allow for complying with all Government Acts and Regulations in connection with the employment of labour and other matters related to the execution of the works. In particular the Contractor's attention is drawn to the provision of the Factory Act, 1950, and his tender must include for all costs arising or resulting from compliance with any Act, order or regulation relating to insurance, pensions and holidays for work people or to safety, health or welfare of the work people.		
	The Contractor must make himself fully acquainted with the current Acts and Regulations regarding the movement, housing, security and control of labour, labour camps, passes for transport, etc. It is most important that the Contractor, before tendering.		
	The Contractor must make himself fully acquainted with the current Acts and Regulations regarding the movement, housing, security and control of labour, labour camps, passes for transport, etc. It is most important that the Contractor, before tendering shall obtain from the relevant Authority, the fullest information regarding such regulations which may affect the organization of works, supply and control of labour etc and allow accordingly in his tender. No Claim in respect of want of knowledge in this connection will be entertained. The Contractor will not be permitted to house any labour on the site.		
<b>B</b>	<b>SECURITY OF WORKS, ETC</b>		
	The Contractor shall be entirely responsible for the security of all the works, stores, plant, personnel etc, both his own and Sub-contractors and must provide all necessary watching, lighting and other precautions and necessary to ensure security against theft, loss or damage and the protection of the public		
	They shall appoint a senior member of his site staff who shall be responsible for ensuring the site complies with all the various safety regulations. Any accidents occurring on the site shall be recorded and reported to the Project Manager.		
<b>C</b>	<b>PUBLIC AND PRIVATE ROADS</b>		

	Maintain and keep clean as required throughout the execution of the works and make good any damage to private roads arising from the consequent upon the execution of the works to the satisfaction of the local or other competent authority and the Project Manager		
<b>D</b>	<b>EXISTING PROPERTY</b>		
	The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services, and he will be held responsible for and shall make good all such damages arising from the execution of this contract at his own expense to satisfaction of the Project Manager.		
	<b>Total Carried to Collection</b>		
<b>A</b>	<b>AREA TO BE OCCUPIED BY THE CONTRACTOR</b>		
	The area of the site which may be occupied by the Contractor for use of storage and for the purpose of erection workshops, etc, shall be defined on site by the Project Manager.		
<b>B</b>	<b>SITE OFFICE</b>		
	Allow for provision of a suitable site office to the Project Managers approval.		
<b>C</b>	<b>SITE BOARD</b>		
	Allow for erecting, maintaining and removal on completion of the work a simple site board indicating the name of the Project, Client, Project Manager, Project Manager, Quantity Surveyor and the respective engineers, all to approval of the Project Manager.		
<b>D</b>	<b>WATER AND ELECTRICITY SUPPLY FOR WORKS</b>		
	Unless otherwise stated elsewhere in the Preliminaries the following requirements shall apply:-		
	The Contractor shall provide at his own cost all necessary water, electric light and power required for use in the works.		
	He must also provide temporary tanks and metres as required at his own cost and clear away when no longer required and make good on completion to the entire satisfaction of the Project Manager. The Contractor shall pay all charges in connection there with.		
	No guarantee is given or implied that sufficient water or electricity will be available from the mains and the contractor must make his own arrangements for augmenting this supply or his own cost if necessary.		
	The Contractor is responsible for liaising with all relevant authorities with regard to the supply of water and electricity.		
<b>E</b>	<b>SANITATION OF THE WORKS</b>		

	The sanitation of the works shall be arranged and maintained by the Contractor to the satisfaction of the Government and/or local authorities, labour department and the Project Manager.		
	<b>Total carried to collection</b>		
<b>A</b>	<b>SUPERVISION AND WORKING HOURS</b>		
	The works shall be executed under the direction and to the entire satisfaction an all respects of the Project Manager who shall at all times during normal working hours have access to the works and to the yards and workshops of the contractor and sub-contract		
	The working hours shall be those generally worked by good employers in the Building Industry.		
<b>B</b>	<b>RATES AND PRICES</b>		
	The Contractor shall provide a detailed breakdown, including, legitimate invoices or quotations of any are contained in the contract document, when required by the Project Managers to do so. Such breakdown will be for the purposes of this contract and shall be not be made public.		
<b>C</b>	<b>PROVISIONAL SUMS</b>		
	The term "Provisional sum", "Wherever used in these Bills of Quantities shall have the meaning stated in Section A Item A6 (i) of the Standard Method of Measurement. Such sums are net and no addition shall be made to them for profit.		
<b>D</b>	<b>PRIME COST SUMS</b>		
	The term 'prime cost sum of P.C.'. Wherever used in these Bills of Quantities shall have the meaning stated ins Section A Item A6 (ii) of the Standard Method of Measurements.		
	Persons or firms nominated by the Project Manager to execute work or to provide and fix materials or goods are described herein as nominated sub-contractors Persons or firms nominated to supply goods or materials are described as Nominated Suppliers.		
<b>E</b>	<b>CONSTRUCTION PROGRAMME</b>		
	The Contractor shall provide within two weeks of the date of the letter of Acceptance and in agreement with the Project Manager a construction programme for the whole of the works including the works of Sub contractors, one copy to be handed to Project Manager and a further copy to be retained on site.		

	The construction programme shall be up dated regularly to show actual progress on the site and should the Project Manager consider it necessary, the contractor shall prepare a revised construction programme for the whole of the works and submit it to the Project Manager for his approval. The preparation and updating of the construction program shall be at the expenses of the Contractor and the Contract Sum is deemed to include for all such costs.		
	<b>Total carried to collection</b>		
<b>A</b>	<b>ADJUSTMENT OF PROVISIONAL AND PRIME COST SUMS</b>		
	In the final account all Provisional sums shall be deducted and the value of the work properly executed in respect of them upon the Project Manager's order added to the contract sum. Such works shall be valued as described for variations in clause30 of the Contract Agreement or any articles, for the work to be supplied by a nominated supplier, the value of such work or articles shall be treated as a Prime Cost Sum, and the profit and attendance comparable to that contained in the priced Bill of Quantities for similar items added.		
<b>B</b>	<b>DOMESTIC SUB-CONTRACTORS</b>		
	Should the Contractor wish to sub-let any portion of the works in accordance with Clause 27 of the Conditions of contract, then he must submit full details of the work to sub-let and the firms proposed, to the Project Manager well in advance of the programmed state of that portion of the work. No claims shall be accepted due to delays caused to the work by the late submission of such details.		
<b>C</b>	<b>DIRECT CONTRACTS</b>		
	Notwithstanding the foregoing conditions, the Employer reserves the right to place a 'Direct contract' for any goods or services required in the works which are covered by a Prime Cost Sum in the Bills of Quantities and to pay for the same direct.		
<b>D</b>	<b>ATTENDANCE UPON OTHER TRADESMEN</b>		
	The contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this contract, every facility for carrying out their work and also for the use of his ordinary scaffolding. The Contractor shall however not be required to erect any special scaffolding for them.		

	The Contractor shall perform such cutting away for and making good after the work of us tradesmen or persons as may be ordered by the executed at rates provided in these Bills.		
<b>E</b>	<b>INSURANCE</b>		
	The Contractor shall insure as required in Clauses 11, 12 and 13 of the Conditions of Contract.		
	No payment on account of the work executed will be made to the Contractor until he has satisfied the Project Managers either by production of an insurance policy or assurance that the provision of the foregoing Insurance Clauses have been complied with in all aspects.		
<b>F</b>	<b>PROTECTION OF THE WORKS</b>		
	Provide protection of the whole of the works contained in the Bills of Quantities including casing up, covering or such other means as may be necessary to avoid damage to the satisfaction of the Project Manager and remove such protection when no longer required and make good any damage which may nevertheless have done at completion cost of the Employer.		
	<b>Total carried to collection</b>		
<b>A</b>	<b>REMOVAL OF RUBBISH ETC</b>		
	Remove all rubbish and debris from the site as it accumulated and at completion of the works and remove all plant, scaffolding and unused materials at completion.		
<b>B</b>	<b>FIXED PRICE CONTRACT</b>		
	This is a fixed price contract. Clauses 35 of the Conditions of Contract is deleted and the Contractor is deemed to have allowed in his tender for all cost relating to the work and for any increases in these costs however caused, during the currency of the Contract. No claim whatsoever will be allowed in respect of increased cost resulting from price escalations.		
<b>C</b>	<b>CONSTRUCTION LEVY</b>		
	The Contractor's attention is drawn to legal Notice No. 74 for June, 2014 which stipulates that; There shall be payable to the County Government of Nandi by the owner of any works, a construction levy of 0.5 per cent of the value of the contract sum in respect of any construction works whose value exceeds five million shillings.		
<b>C</b>	<b>TRAINING LEVY</b>		



	The Contractor's attention is drawn to legal Notice No. 237 for October, 1971 which requires payment by the Contractor of a training Levy at the rate of 1/4% of the Contract Sum on all contracts for more than Kshs. 50,000/= in value and his Tender must include for all costs arising or resulting from there from.		
<b>D</b>	<b>WORKMEN'S COMPENSATION</b>		
	The contractor shall comply with all the requirements relating to Workmen's Compensation insurance and shall provide proof that such a policy exists covering his workforce on this project, prior to commencement of the work.		
<b>E</b>	<b>MATERIALS ON SITE</b>		
	All materials for incorporation in the work must be stored on or adjacent to the site before payment is effected unless specifically exempted by the Project Manager. This is to include the materials of Main contractor, Nominated Sub-contractors and Nominated Suppliers.		
	<b>Total Carried to collection</b>		
	<b>PARTICULARS OF INSERTIONS TO BE MADE IN THE APPENDIX TO THE CONTRACT AGREEMENT</b>	<b>NOTES</b>	
A	Percentage to cover professional fees( <i>for insurance purposes only</i> )		
	Clause	13	
B	Name of Contractors Surety ( <i>To be inserted</i> )		
	Clause	16	
C	Amount of Surety		
	Clause	16	
D	Name of Employers Surety ( <i>Not applicable</i> )		
	Clause	16	
E	Period of submission of work program ( <i>To be indicated in the letter of acceptance</i> )		
F	Period of possession of site( <i>To be indicated in the letter of acceptance</i> )		
	Clause	20	
G	Contract period( <i>To be indicated in the Form of Tender</i> )		
	Clause	20	
H	Date of commencement of works( <i>To be indicated in the letter of acceptance</i> )		
	Clause	20	
J	Interval for application of payment certificate	One	
		Month	
	Clause	34	



K	Percentage of Certified Value Retained		
	Clause	34	
L	Limit of Retention Fund		
	Clause	34	
M	Period of Final Measurement and Valuation after Practical Completion	4	
	Clause	Weeks	
		4	
N	Defects Liability Period after Practical Completion		
	Clause	90 Days	
		42	
F	Damage for delay in completion ( <i>Kes100,000/- per week or part thereof</i> )		
	Clause	43	
	<b>Total carried to collection</b>		
<b>A</b>	<b>VALUE ADDED TAX</b>		
	The Contractor's attention is drawn to the requirements for payment Value Added Tax on construction work and his tender must include all costs arising or resulting there from.		
<b>B</b>	<b>COPYRIGHT</b>		
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	<b>Total Carried to collection</b>		
	<b>COLLECTION</b>		
	<b>PRELIMINARIES AND GENERAL ITEMS</b>		
	Brought forward from Page 2/1		
	Brought forward from page 2/2		
	Brought forward from page 2/3		
	Brought forward from page 2/4		
	Brought forward from Page 2/5		
	Brought forward from Page 2/6		
	Brought forward from Page 2/7		
	Brought forward from Page 2/8		
	Brought forward from Page 2/9		
	Brought forward from Page 2/10		
	<b>TOTAL FOR PRELIMINARIES AND GENERAL ITEMS CARRIED TO GRAND SUMMARY</b>		

**BILL OF QUANTITIES**  
**BQ FOR REPAIR AND RENOVATION OF IRURU CATTLE DIP.**

ITEM	DESCRIPTION	UNIT	QTY	RATE	KSHS
1	<b>Site clearance</b> all bushes,shrub and undergrowth,burn all arising and/or dump as directed by the engineer	SM	200		
2	<b>collection yard and footh path.</b> a)remove all timber rails on poles.dig and pull out all poles from the ground.hack,excavate and clear off all rubble from the site. b)supply and fix round poles 6' diameter by 7feet long of seasoned hardwood treated with anti-temite 1.5meters apart in 1:2:3 concrete base. c) 1:2:3 concrete c) 1:2:3 concrete c) 4"x2" treated seasoned timber rails nailed to poles d) nails 5" e) 100mm concrete slab(1:2:3) to collection yard and footh path.make smooth finish to footpath.	l/sum NO CM FT KG CM		43 1 400 5 7	
3	<b>vaccination crush</b>  construct crush 30ft long by 1 metre wide using well seasoned hardwood round poles 6' diameter and 7 feet long with anti-termite treatment. Fix 2.5 feet deep to ground and firm 1.5 metres apart with concrete base.supply and fix 4 rails of treated timber 4'x2' to internal sides of the crush and finish smooth. a) round poles b) 4'x2' timber c) concrete 1:2:3 d) assorted nails	no ft CM KG		40 250 1 5	
4	<b>flow back channel,silt trap and diversion channel</b> a) hack surfaces and remove all rubble and silt. b) shutter to re-direct chemical from drying yard to dip tank during dipping and rain water away to drainage. c)25mm thick plaster finished smooth to channel surfaces.	SM l/sump CM		0.6 0.3	
	<b>sub-total TO SUMMARY</b>				

ITEM	DESCRIPTION	UNIT	QTY	RATE	KSHS
5	<b>roofing</b>				
	a) remove existing iron sheet on roof	/sump			
	b) supply and fix green 30gauge 2m pre-painted GCI sheet to roof	NO	40		
	c) ridge cap to roof	LM	15		
	d) roof nails	KG	10		
6	<b>ceiling</b>				
	provide 4"x2" soft wood timber ceiling on 2'x2' ceiling.	SM	7		
7	Supply and fix 8'x1' seasoned treated cyprus fascia board	FT	130		
8	exhaust dip tank and refill with clean water	CM	17.5		
<b>sub-total TO SUMMARY</b>					

ITEM	DESCRIPTION	UNIT	QTY	RATE	KSHS
	summary sheet				
	from page 1				
	from page 2				
	total				
	add 5% contingensis				
	add kshs twenty thousand for suoervision and attendance by the engineer				
	<b>SUB-TOTAL</b>				
	<b>ADD 16% VAT</b>				
	<b>Grand total</b>				