

REPUBLIC OF KENYA



MIGORI COUNTY GOVERNMENT

CONTRACT DOCUMENT

BETWEEN

MIGORI COUNTY GOVERNMENT

AND

M/S. LIGWARI ENTERPRISES LTD

P.O. BOX 10000

KATHUNA

DESCRIPTION: PROPOSED CONSTRUCTION OF BLOOD BANK AT  
MIGORI COUNTY REFERRAL HOSPITAL

30<sup>th</sup> JUNE 2017

① Chief Officer, Migori  
Kindly register with  
Migori County Government  
Head Office  
Migori  
30<sup>th</sup> June 2017

## CONTRACT AGREEMENT BETWEEN

Parties:

MIGORI COUNTY GOVERNMENT (*Employer*)

AND

M/S LIGWARAS ENTERPRISES LTD (*Contractor*)

Date: 30<sup>th</sup> JUNE, 2017

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### CONTRACT AGREEMENT

THIS AGREEMENT is made on the 30<sup>th</sup> JUNE, 2017 between the COUNTY GOVERNMENT OF MIGORI P.O. BOX 195 - 40400, MIGORI, KENYA (hereinafter called the Employer) of / or whose office is situated in Suna- Migori on the one part and M/S LIGWARAS ENTERPRISES LTD, P.O. BOX 100 - 40403, RAPOGI (herein after called the Contractor) of whose office is situated in RAPOGI on the other part.

WHEREAS the County Government of Migori is desirous that certain works shall be executed, viz (PROPOSED CONSTRUCTION OF BLOOD BANK AT MIGORI COUNTY REFERRAL HOSPITAL) and has accepted a Bid by the contractor for the provision of such works at a cost of KSHS 7,161,032.00 (Seven Million, One Hundred and Sixty One Thousand and Thirty Two only) all taxes included.

NOW THIS AGREEMENT WITH THESE terms as follows:

1. Words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract herein after referred to.
2. The following documents shall be deemed to form and be construed as part of this Agreement, viz:
  - (a) Contract Agreement (Completed)
  - (b) Letter of offer
  - (c) The Letter of Acceptance
  - (d) Form of tender
  - (e) Special Conditions of contract
  - (f) General Conditions of contract

*All the aforesaid documents are hereinafter referred to as the Contract.*

3. Payment- In consideration of the payments to be made by the Employer to the Contractor, the Contractor hereby covenants with the Employer to execute the works in conformity in all respects with the provision of contract.

**4. Agreement-** The Employer hereby covenants to pay the Contractor, in consideration of the execution of the works and contract price at the time and in the manner prescribed in the contract (**PROPOSED CONSTRUCTION OF BLOOD BANK AT MIGORI COUNTY REFERRAL HOSPITAL**)

**5. Contract Period** - Shall be 120 days from the date of commencement notification

**6. Contract Completion Date** - Shall be extended if an occurrence arises which makes it impossible for completion to be achieved by the Intended Completion Date

**7. Contract Transfer** - This contract SHALL NOT BE TRANSFERRED to another party without consent of the employer and contravention will lead to automatic termination without prejudice

**8. Contract Termination-** The Employer or the Contractor may terminate the contract if the other party causes a fundamental breach of the contract

(i) Refusal to complete the works as required under the contract without written communication shall be a fundamental breach of the contract

(ii) If the Employer's Representative gives notice that the Contractor has a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time

**9. Dispute Resolution-**

(i) The parties agree that avoidance or early resolution is essential for a smooth execution of the contract and the success of the project and the parties shall use their best efforts to settle amicably all disputes that may arise in connection with this contract or its interpretation

WITNESS WHERE OF the parties have hereto caused respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and the year first above written

SIGNED, SEALED AND DELIVERED



**EMPLOYER**

For the Employer Dr. Dalmacio O. Ombui  
(CHIEF OFFICER - HEALTH)

In the presence of \_\_\_\_\_  
(DIRECTOR - HEALTH)

**CONTRACTOR**

For the said contractor Robert Odhiambo (Name) \_\_\_\_\_ Date \_\_\_\_\_

In the Capacity of Inspector

In the presence of B. B. B. (Name) \_\_\_\_\_ Date 20/6/2017

Official Rubber Stamp \_\_\_\_\_ Date \_\_\_\_\_

**COUNTER SIGNED**

In the presence of \_\_\_\_\_ (Name) \_\_\_\_\_ Date \_\_\_\_\_  
(Ag. Joint Supply Chain Management Secretary)

REPUBLIC OF KENYA



MIGORI COUNTY GOVERNMENT

CONTRACT DOCUMENT

BETWEEN

MIGORI COUNTY GOVERNMENT

AND

M/S LIGWARAS ENTERPRISES LTD  
P.O. BOX 100 - 40403  
RAPOGI

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DESCRIPTION: PROPOSED CONSTRUCTION OF BLOOD BANK AT  
MIGORI COUNTY REFERRAL HOSPITAL

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30<sup>th</sup> JUNE, 2017

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Date: 30<sup>th</sup> JUNE, 2017

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WHEREAS the County Government of Migori is desirous that certain works shall be executed, viz (PROPOSED CONSTRUCTION OF BLOOD BANK AT MIGORI COUNTY REFERRAL HOSPITAL) and has accepted a bid by the contractor for the provision of such works at a cost of KSHS 7,161,032.00 (Seven Million, One Hundred and Sixty One Thousand and Thirty-Two only) all taxes inclusive.

NOW THIS AGREEMENT WITNESSETH as follows:

1. Words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract herein after referred to.
2. The following documents shall be deemed to form and be construed as part of this Agreement, viz:
  - (a) Contract Agreement if Completed
  - (b) Letter of offer
  - (c) The Letter of Acceptance
  - (d) Form of Tender
  - (e) Special Conditions of Contract
  - (f) General Conditions of Contract

*All the aforesaid documents are hereinafter referred to as the Contract.*

**3. Payment-** In consideration of the payments to be made by the Employer to the Contractor, the Contractor hereby covenants with the Employer to execute the works in conformity in all respects with the provision of Contract.

**4. Agreement-** The Employer hereby covenants to pay the Contractor, in consideration of the execution of the works and contract price at the time and in the manner prescribed in the contract (**PROPOSED CONSTRUCTION OF BLOOD BANK AT MIGORI COUNTY REFERRAL HOSPITAL**)

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(i) Refusal to complete the works as required under the contract without written communication shall be a fundamental breach of contract.

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

**9. Dispute Resolution-**

(i) The parties agree that avoidance or early resolution of disputes is crucial for a smooth execution of the contract and the success of the assignment. The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or its interpretation.

WITNESS WHERE OF the parties have hereto caused respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and the year first above written.

SIGNED, SEALED AND DELIVERED

EMPLOYER

For the Employer Dr. D. D. D. D.  
(CHIEF OFFICER HEALTH)



In the presence of Emmanuel M. M. M.  
(DIRECTOR - HEALTH)

30/6/2017

CONTRACTOR

For the said contractor LIGNARAS ENT. LTD (Name) FR (Sign) FR (Date) 30-06-2017

In the Capacity of DIRECTOR Robert D. Kasera

In the presence of DANIEL OGBUO (Name) ROBERT (Sign) ROBERT (Date) 30/06/2017

Official Rubber Stamp ..... Date 30/06/2017

COUNTER SIGNED

In the presence of ELUID OGBUO (Sign) ELUID (Date) 30/06/2017  
(Ag Head Supply Chain Management Services)



DATE: 20/06/2017

Ref. LEL/005/06/2017

**RE: ACKNOWLEDGEMENT OF OFFER.**

M/S MIGORI COUNTY GOVERNMENT,

P.O BOX 195-40400,

SUNA-MIGORI.

We Ligwaras Enterprises Limited refer to your letter Ref:MC/17/08/2016 – 17Vol.1 of 16<sup>th</sup> June 2017, entailing proposed construction of blood bank at Migori county referral hospital: tender no: mc/17/08/2016 – 2017.

We formally acknowledge your offer having agreed amongst our directors and therefore ask for a formal contract so as to commence the works.

Yours faith fully,



MR. ROBERT O. KABERA

DIRECTOR,

**LIGWARAS ENTERPRISES LIMITED**

DATE: 20/06/2017

Ref. LEL/005/06/2017

**RE: ACKNOWLEDGEMENT OF OFFER.**

M/S MIGORI COUNTY GOVERNMENT,  
P.O BOX 195-40400,  
SUNA-MIGORI.

We Ligwaras Enterprises Limited refer to your letter Ref:MC/17/08/2016 – 17Vol.1 of 16<sup>th</sup> June 2017, entailing proposed construction of blood bank at Migori county referral hospital: tender no. mc/17/08/2016 – 2017.

We formally acknowledge your offer having agreed amongst our directors and therefore ask for a formal contract so as to commence the works.

Yours faith fully,



MR. ROBERT O. KABERA

DIRECTOR,

**LIGWARAS ENTERPRISES LIMITED**

REPUBLIC OF KENYA



MIGORI COUNTY GOVERNMENT

Telegrams: "MIGORI COUNTY" Migori

Tel: +254 059-20928

E-mail: migoricountygov@gmail.com

MIGORI COUNTY

P.O. BOX 198-40400

SUNA-MIGORI, KENYA

Ref: MC/17/08/2016 - 17/VOL 1

16<sup>th</sup> June, 2017

M/S LIGWARAS ENTERPRISES LIMITED

P.O. Box 100 - 40403,

RAPOGI

RE: PROPOSED CONSTRUCTION OF BLOOD BANK AT MIGORI COUNTY REFERRAL HOSPITAL: TENDER NO. MC/17/08/2016-2017

We refer to your bid opened on 8<sup>th</sup> June 2017 and are glad to inform you that your application for the Proposed Construction of Blood Bank at Migori County Referral Hospital, has been accepted at a contract sum of Kshs. 7,161,032.00 (Seven Million, One Hundred and Sixty One Thousand and Thirty Two only) inclusive of all taxes.

You are required to formally acknowledge this offer within fourteen (14) days from the date herein.

A formal contract shall be signed before commencement of works.

Yours faithfully,

Mr. Eliud Obonyo,

Ag. Head, Supply Chain Management Services

FOR: ACCOUNTING OFFICER

MIGORI COUNTY GOVERNMENT

Cc: Chief Officer, Health

REPUBLIC OF KENYA



MIGORI COUNTY GOVERNMENT

Telegrams: "MIGORI COUNTY" Migori  
Tel: 254 05 24 23 08  
E-mail: migoricounty.gov@kenya.com

MIGORI COUNTY  
P.O. BOX 95 10 100  
SUNA-MIGORI, KENYA

Ref: MC/17/08/2016-17/VOL 1

6<sup>th</sup> June, 2017

M/S. LIGWARASEN ENTERPRISES LIMITED  
P.O. BOX 100 40403  
RAFOCI

RE: PROPOSED CONSTRUCTION OF BLOOD BANK AT MIGORI COUNTY  
REFERRAL HOSPITAL- TENDER NO. MC/17/08/2016-2017

We refer to your bid opened on 8<sup>th</sup> June 2017 and are glad to inform you that your application for the Proposed Construction of Blood Bank at Migori County Referral Hospital has been accepted at a contract sum of KShs. 7,161,032.00 (Seven Million One Hundred and Sixty One Thousand and Thirty two only) inclusive of all taxes.

You are required to formally acknowledge this offer with guarantee (14) days from the date hereon.

A formal contract shall be signed before commencement of work.

Yours faithfully,

  
Mr. Lind Oronyo  
Ag. Head, Supply Chain Management Services  
FOR ACCOUNTING OFFICER  
MIGORI COUNTY GOVERNMENT

Cc: Chief Officer Health

**REPUBLIC OF KENYA**



**COUNTY GOVERNMENT OF MIGORI**

**TENDER NO: MC/17/08/2016-2017**

**TENDER DESCRIPTION: PROPOSED CONSTRUCTION OF BLOOD BANK AT MIGORI COUNTY REFERRAL HOSPITAL.**

**CLOSING/ OPENING DATE: THURSDAY, 8<sup>TH</sup> JUNE 2017.**

**MIGORI COUNTY GOVERNMENT**

**P.O. BOX 195 -40400**

**SUNA-MIGORI**

**REPRESENTED BY**

**COUNTY CHIEF OFFICER – HEALTH**

**FOR THIS TENDER:**

**THE EMPLOYER'S TECHNICAL REPRESENTATIVE IS:-**

**COUNTY CHIEF OFFICER – HEALTH**

**MIGORI COUNTY  
P.O. BOX 195 -40400  
SUNA.**



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LIGNARIAS ENTERPRISES  
LIMITED  
02 JUN 2017  
P.O. BOX 1041 - JAOI, PAPODI  
TEL: 020 839867076-489-82

**TENDER FOR PROPOSED CONSTRUCTION OF BLOOD BANK AT  
MIGORI COUNTY REFERRAL HOSPITAL**

1. The County Government of Migori has allocated funds to the Department of Health Services during the financial year 2016/2017 to finance the sector activities. The sector's objective is to improve livelihoods of the county citizens through provision of efficient services to all human beings in all parts of the County.
2. The Government intends to use part of these funds in **Construction of Blood Bank at Migori County Referral Hospital.**
3. The project now invites sealed tenders from interested candidates for the **Construction of Blood Bank at Migori County Referral Hospital.**
4. Interested bidders may obtain detailed tender documents **FREE OF CHARGE** from the Supply Chain Management Office in form CD during working hours between 8.00am – 5.00pm from Monday to Friday OR by downloading from the county website [www.migori.go.ke](http://www.migori.go.ke)
5. Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of **120 days** from the closing date of the tender.
6. Completed tender documents are to be enclosed in plain sealed envelopes marked with **TENDER NAME** and the **TENDER NUMBER** and addressed to;

**THE COUNTY SECRETARY,**

**MIGORI COUNTY GOVERNMENT**

**P.O. BOX 195 – 40400,**

**SUNA- MIGORI**

And deposited in the Tender Box located at the entrance of Supply Chain Management Office so as to be received not later than **Thursday, 8<sup>th</sup> June 2017 at 10.00a.m**

7. Tenders shall be opened immediately thereafter in the presence of the bidders or their representatives who may choose to attend. Late bids will be rejected.

**Ag. HEAD OF SUPPLY CHAIN MANAGEMENT SERVICES**

**FOR: COUNTY SECRETARY**

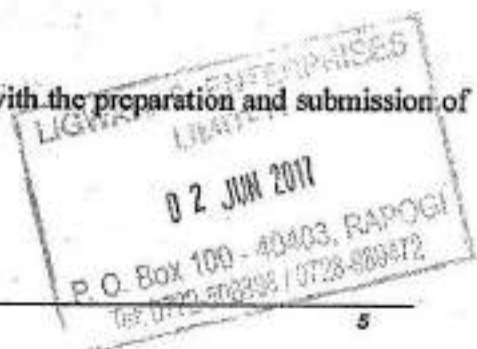
**MIGORI COUNTY GOVERNMENT**

## SECTION A

### INSTRUCTIONS TO TENDERERS

#### 1. General

- 1.1 The Employer as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The successful Tenderer will be expected to complete the works by the Intended Completion Date specified in the Contract
- 1.2 Tenderers shall include the following information and documents with their tenders, unless otherwise stated:
- (a) Copies of certificates of registration under Companies Act, PIN, VAT and Tax Compliance stating principal place of business;
  - (b) Copies of certificate of registration as a Contractor by National Construction Authority (NCA) Category 8
  - (c) Major items of construction equipments owned
  - (d) Experience in works of similar nature and size for each of the last three years and clients who may be contacted for further information on these contracts
  - (e) Authority to seek references from the Tenderer's bankers.
  - (f) Qualification and experience of key site management and technical staff proposed for the contract
  - (g) All tenders must be accompanied by a by a duly completed Tender Securing Declaration Form in the format provided in the tender document.
  - (h) Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last three years shall be an added advantage.
  - (i) Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last two years shall be an added advantage.
- 1.3 The Tenderer shall bear all costs associated with the preparation and submission of his tender.



- 1.4 The Tenderer, at the Tenderer's own expense and risk, **MUST** visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for the proposed works as defined in the specifications.
- 1.5 Eligible Tenderers
- a) The invitation to Tender is open to all firms as defined in the Public Procurement and Disposal of Assets Act 2015 and the Public Procurement and Disposal Regulations of 2006.
  - b) A firm debarred from participating in Public Procurement by the Public Procurement Directorate shall not be eligible to bid during the period of time determined.

## 2. Tender Documents

- 2.1 The complete set of Tender documents comprises the documents listed here below and any addenda issued in accordance with clause 2.4 here below: -
- (i) Instructions to Tenderers
  - (ii) Form of Tender
  - (iii) Conditions of Contract and Appendix to Conditions of Contract
  - (iv) Specifications/Bills of Quantities/Schedule of Rates (whichever is applicable)
  - (v) Other document/materials required by the project to be filled and submitted in accordance with these Instructions and Conditions
- 2.2 The Tenderer shall examine all instructions, forms and specifications in the tender documents. Failure to furnish all information required by the tender documents may result in rejection of the Tender.
- 2.3 A prospective Tenderer requiring any clarification of the tender documents may notify the Employer in writing or by cable, telex or facsimile at the address indicated in the letter of invitation to tender. They will respond to any request for clarification received earlier than seven [7] days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.
- 2.4 Before the deadline for submission of Tenders, the project 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 cable, telex or facsimile, or by email to all Tenderers. Prospective Tenderers shall acknowledge receipt of each addendum in writing to the project.

- 2.5 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the project shall extend, as necessary, the deadline for submission of Tenders in accordance with clause 4.5 here below.

### 3. 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 by the Tenderer shall comprise the following:-
- (a) The Tender;
  - (b) Tender Security;
  - (c) Priced Bill of Quantities/initialed on every page or Schedule of Rates for lump-sum Contracts
  - (d) Any other documents/materials required by the project to be completed and submitted by Tenderers.
- 3.3 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities/Schedule of Rates. Items for which no rate or price is entered by the Tenderer 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 project may request that the Tenderers extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing.
- 3.6 The Tenderer shall prepare one original of the documents comprising the tender documents as described in these Instructions to Tenderers.
- 3.7 The original shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. The person or persons signing the tender shall initial all pages of the Tender where alterations or additions have been made.



#### 4. Submission of Tenders

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

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

4.3 The Tenderer shall not submit any alternative offers unless they are specifically required in the Tender documents. Each Tenderer shall 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 opening tenders will be returned to the Tenderer un-opened.

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

#### 5. Tender Opening

5.2 The Tenders will be opened in the presence of the Tenderers and/or their representatives who choose to attend at the time and in the place specified in the invitation to tender.

The name of the Tenderer, the total amount of each tender and such other details as may be considered appropriate, shall be read out aloud and recorded in a tender opening register, and a copy of the record may on request be made available to a tenderer.

Minutes of the tender opening, including the information disclosed to those present will also be prepared by the Employer.

**6. 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 processing of tenders or award decisions may result in the rejection of his tender.

- 6.2 Prior to the detailed evaluation of tenders, the project will determine if each tender:-

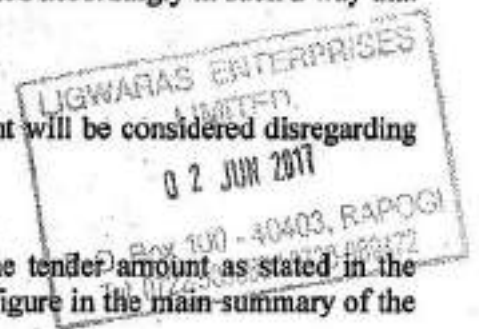
- a) Meets the eligibility criteria defined in Clause 1.5.
- b) Has been properly signed;
- c) Is accompanied by the required securities;
- d) Is substantially responsive to the requirements of the bidding documents.

- 6.3 A substantially responsive Tender is one which conforms to all the terms, Conditions and Specifications of the bidding 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 a substantial way, or is inconsistent with the tender documents, the project's rights or the Tenderer's obligation under the Contract;
- c) Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive tenders.

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

- (a) Where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and
- (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the line item total will govern and the unit rate will be adjusted accordingly in such a way that the Tender sum remains unaltered.
- (c) For lump sum items, only the total amount will be considered disregarding any amount filled in as unit rate.
- (d) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main-summary of the



Bill of Quantities/Quotation, the amount as stated in the Form of Tender shall prevail.

- (e) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the Corrected Builder's Work
- (f) The Error Correction Factor shall be applied to all Builders' Work for the purposes of valuations for Interim Certificates.
- (g) The amount stated in the tender will be adjusted in accordance with the above procedure for correction of errors and with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer.

If the Tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security forfeited.

- 6.5 To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion may request any tenderer for clarification of the Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by email, cable, telex or facsimile.

## 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.
- 7.2 Notwithstanding the provisions of clause 7.1 above, the Employer reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time prior to the award of Contract without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the action.
- 7.3 The Tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, telex, email or facsimile. This notification (hereinafter and in all Contract documents called the "Letter of Acceptance") will state the sum [hereinafter and in all Contract documents called the "Contract Price"] which the project will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract.

The notification of award will constitute the formation of the Contract, subject to the Tenderer signing the Contract Agreement.

- 7.4 The Contract Agreement will incorporate all agreements between the project and the successful Tenderer. It will be signed by the successful Tenderer, not earlier than 14 days following the notification of award.
- The contract shall be signed in the premises of the client or such place as shall be mutually decided on by the signing parties.
- 7.5 Within 14 days after the receipt of the letter of Acceptance, the successful Tenderer shall, if called upon, deliver to the Employer a Performance Security amount stipulated in the Appendix to Conditions of Contract and work programme based on the bill of quantities/schedule of works.
- 7.6 The resulting contract from this tender SHALL NOT BE TRANSFERRED to another party without consent of the employer and any attempt by the successful bidder to do so may lead to automatic termination without prejudice.

LIGWARAS ENTERPRISES  
LIMITED  
02 JUN 2017  
P. O. Box 100 - 40103, RAPOGI  
Tel: 0722-508838 / 0728-009472

**SECTION B:**

**CONDITIONS OF CONTRACT**

**1. Definitions**

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

**"Bills of Quantities"** means the priced and completed Bill of Quantities forming part of the tender [where applicable]

**"Schedule of Rates"** means the priced Schedule of Rates forming part of the tender [where applicable].

**"The Completion Date"** means the date of completion of the Works as certified by the Employer's Representative.

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

**"The Contractor"** refers to the person or corporate body whose tender to carry out the Works has been accepted by the Employer.

**"The Contractor's Tender"** is the completed tendering document submitted by the Contractor to the Employer.

**"The Contract Price"** is the price stated in the Letter of Acceptance.

**"Days"** are calendar days;

**"Months"** are calendar months

**"A Defect"** is any part of the Works not completed in accordance with the Contract.

**"The Defects Liability Certificate"** is the certificate issued by Employer's Representative upon correction of defects by the Contractor.

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

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

**“Employer”** refers to the party who employs the Contractor to carry out the Works.

**“Equipment”** is the Contractor’s machinery and vehicles brought temporarily to the Site for the Execution of the Works.

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

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

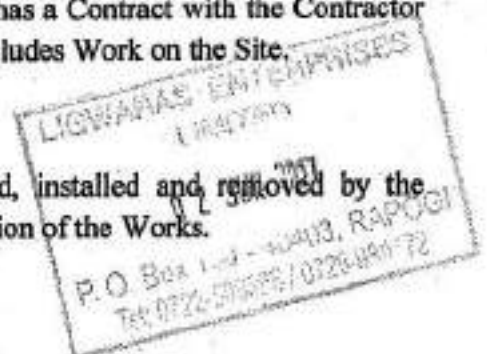
**“Employer’s Representative”** is the person appointed by the Employer and notified to the Contractor for the purpose of supervision of the Works.

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

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

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

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



**"A Variation"** is an instruction given by the project/Employer's Representative which varies the Works.

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

## **2. Contract Documents**

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

- (1) Contract Agreement,
- (2) Letter of Acceptance,
- (3) Contractor's Tender,
- (4) Conditions of Contract,
- (5) Specifications,
- (6) Bills of Quantities or Schedule of Rates [whichever is applicable]

## **3. Employer's Representative's Decisions**

3.1 Except where otherwise specifically stated, the Employer's Representative will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

## **4. Works, Language and Law of Contract**

4.1 The Contractor shall construct and install the Works in accordance with the Contract documents. The Works may commence on the Start Date and shall be carried out in accordance with the Programme submitted by the Contractor, as updated with the approval of the Employer's Representative, and complete them by the Intend Completion Date.

4.2 The ruling language of the Contract shall be English language and the law governing the Contract shall be the law of the Republic of Kenya.

**5. Safety, Temporary works and Discoveries**

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

**6. Work Programme**

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

**7.0 The Site**

- 7.1 The Employer shall give possession of all parts of the Site to the Contractor.
- 7.2 The Contractor shall allow the Employer's Representative and any other person authorized by the Employer's Representative access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

**8.0 Instructions**

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



**9.0 Extension of Completion Date**

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

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

Delay by:-

- (a) force majeure, or
- (b) reason of any exceptionally adverse weather conditions, or
- (c) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works, or
- (d) reason of the Employer's Representative's instructions issued under these Conditions, or
- (e) reason of the contractor not having received in due time necessary instructions, drawings, details or levels from the Employer's Representative for which he specifically applied in writing on a date which having regard to the date for Completion stated in the appendix to these Conditions or to any extension of time then fixed under this clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same, or
- (f) delay on the part of artists, tradesmen or others engaged by the Employer in executing work not forming part of this Contract or;
- (g) reason of delay by statutory or other service providers or similar bodies engaged directly by the Employer, or
- (h) reason of opening up for inspection of any work covered up or of the testing or any of the Work, materials or goods in accordance with these conditions unless the inspection or test showed that the Work, materials or goods were not in accordance with the Contract, or;

- (i) reason of delay caused by appointing of a replacement of Employer's Representative, or;
- (j) reason of delay caused by the late supply of goods or materials or in executing Work for which the Employer or his agents are contractually obliged to supply or to execute as the case may be, or;
- (k) Delay in receiving possession of or access to the Site.

## 10. Management Meetings

10.1 Contract management meeting shall be held regularly and attended by the Employer's Representative and the Contractor.

Its business shall be to review the plans for the remaining Work. The Employer's Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and the Employer.

The responsibility of the parties for actions to be taken shall be decided by the Employer's Representative either at the management meeting or after the management meeting and stated in writing to all who attend the meeting.

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

## 11. Defects

11.1 The Employer's Representative shall inspect the Contractor's work and notify the Contractor of any defects found. Such inspection shall not affect the Contractor's responsibilities. The Employer's Representative may instruct the Contractor to search for a defect and to uncover and test any Work that the Employer's Representative considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor.

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

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

## 12. Bills of Quantities/Schedule of Rates

12.1 The Bills of Quantities/Schedule of Rates shall contain items for the construction,

installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rates in the Bills

of Quantities/Schedule of Rates for each item. Items against which no rate is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the rates for other items in the Bills of Quantities/Schedule of Rates.

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

### 13. Variations

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

- 13.2 If the Work in the variation corresponds with an item description in the Bill of Quantities/Schedule of Rates, the rate in the Bills of Quantities/Schedule of Rates shall be used to calculate the value of the variation.

If the nature of the Work in the variation does not correspond with items in the Bill of Quantities/Schedule of Rates, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.

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

- 13.4 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.

### 14. Insurance

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

## 15. Liquidated Damages

15.1 The Contractor shall pay liquidated damages to the Employer at the rate of **0.01 per cent** of the contract price per day for each day that the actual completion Date is later than the Intended Completion Date except in the case of any of the occurrences listed under clause 9.2.

The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

## 16. Completion and Taking Over

16.1 Upon deciding that the Work is complete the Contractor shall request the Employer's Representative to issue a Certificate of Completion of the Works.

The Employer shall take over the Site and the Works within seven days of the Employer's Representative issuing a Certificate of Completion.

## 17. Termination

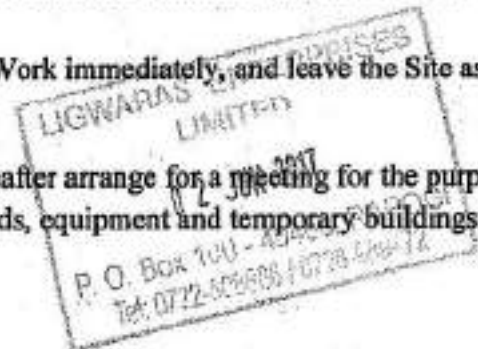
The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

These fundamental breaches of Contract shall include, but shall not be limited to, the following;

- a) The Contractor stops Work for 30 days continuously without reasonable cause or authority from the Employer's Representative;
- b) The Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- c) The Employer's Representative gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time.

If the Contract is terminated, the Contractor shall stop Work immediately, and leave the Site as soon as reasonably possible.

The Employer's Representative shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site.



**18. Payment upon termination**

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

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

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

**19. Corrupt Gifts and Payments of Commission**

The Contractor shall not;

- (a) Offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with the Employer or for showing or forbearing to show favour or disfavor to any person in relation to this or any other contract with the Employer.
- (b) Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the Laws of Kenya.

**20. Settlement of Disputes**

Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the

parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

COUNTY GOVERNMENT OF MIGORI

LIGWAKAE ENTERPRISES  
LIMITED  
02 JUN 2011  
P. O. Box 100 - 40403, RAPOGI  
Tel: 0722-89898 / 0722-301472

## APPENDIX TO CONDITIONS OF CONTRACT

### Notes on the Appendix to the Instruction to Tenderers

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to the corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the goods to be procured and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
  - a) The information that specifies and complements provisions of Section II to be incorporated.
  - b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the goods to be procured to be also incorporated
4. Section II should remain unchanged and can only be amended through the Appendix.
5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

### Appendix to Instructions to Tenderers

- i) The following instructions shall supplement, complement or amend the provisions of the instructions to candidates.
- ii) Where there is a conflict between the provisions of the instructions to candidates and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to the candidates.
- iii) The employer is  
The County Government of Migori  
Address: P.O. Box 195 – 40400  
**Suna-Migori**
- iv) Name of Employer's Representative:  
County Chief Officer – Health Services  
P. O. Box 195 – 40400  
**Suna-Migori**
- v) Migori County Government will select candidates among those that submit documents, in accordance with the method of selection detailed under this section.
- vi) Candidates will be asked required to quote prices in accordance with the schedule of prices provided in this tender document.

vii) Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of 120 days from the closing date of the tender.

viii) Clarifications on this tender document and or any further correspondence shall be made to the address specified below.

HEALTH DEPARTMENT

MIGORI COUNTY GOVERNMENT

P.O. BOX 195-40400

SUNA-MIGORI \*and copied to

HEAD OF SUPPLY CHAIN MANAGEMENT

MIGORI COUNTY GOVERNMENT

P.O. BOX 195-40400

SUNA-MIGORI.

*E-mail address: [procurement.migoricounty@gmail.com](mailto:procurement.migoricounty@gmail.com)*

ix) Tender documents shall be submitted in the following English language.

x) Tender submission date shall be not later than Thursday, 8<sup>th</sup> May, 2017 at 10.00am. Late submissions shall be rejected.

xi) Candidates must submit an original and one additional copy of each tender:

The tender submission address is:

CHIEF OFFICER, HEALTH DEPARTMENT

MIGORI COUNTY GOVERNMENT

P.O. BOX 195-40400

SUNA-MIGORI.

xii) Expiry of this contract shall be dependent on the price validity period or as shall be validated otherwise.

xiii) The resulting contract from this tender SHALL NOT BE TRANSFERRED to another party without consent of the employer and any attempt by the successful bidder to do so may lead to automatic termination without prejudice.

**SECTION C:**

**SPECIFICATION/BILLS OF QUANTITIES / SCHEDULE OF RATES**

**PREAMBLE TO BILLS OF QUANTITIES -**

1. The Bills of Quantities form part of the Contract Documents and are to be read in conjunction with the instructions to Tenderers and these documents.
2. The prices and rates to be inserted in the Bill of Quantities are to be the full, inclusive value of the work described under the several items including all costs and expenses which may be required in and for the execution of the work described and for the Contractor's overheads, profits and all taxes that may be due to the Government under this contract.
3. Each item in the B/Q contains only a brief description of the proposed work. Full details and directions of the work to be done, the materials to be used, the standards of workmanship, methods of measurement and payment are to be found in the various sections of the Specifications.
4. The Quantities set forth in the Bill of Quantities are estimated and substantially represent the work to be carried out.

There is no guarantee to the Contractor that he will be required to carry out all the quantities of work indicated under any one particular item or group of items in the Bills of Quantities.

The basis of payment shall be the Contractor's rates and the quantities of work actually done in fulfillment of his obligation under the Contract.

# BUILDING WORKS

COUNTY GOVERNMENT OF MIGORI

LIGWARAS ENTERPRISES  
LIMITED  
02 JUN 2017  
P. O. Box 100 - 40403, RAPOGI  
Tel: 0722-508885 / 0728-988472

PROPOSED CONSTRUCTION OF BLOOD BANK AT MIGORI COUNTY REFERRAL HOSPITAL

Item	Description	Quantity	Unit	Rate	Shs.
<b>PROPOSED BLOOD BANK</b>					
<b>ELEMENT NO. 1</b>					
<b>SUBSTRUCTURE (ALL PROVISIONAL)</b>					
A	Clear site of all trees bushes and grub up roots	200	SM	20	4000
B	Excavate average 150mm deep to remove top soil and cart away.	200	SM	60	12,000
C	Excavate average 150mm deep to reduce levels	200	CM	60	12,000
D	Excavate in column pits 0 - 1.5m deep and deposit where directed	4	CM	8250	33,000
E	Excavate foundation trench not exceeding 1.5m deep from reduced level and deposit where directed.	82	CM	8000	65600
Carried to collection on page.....					125600

Item	Description	Quantity	Unit	Rate	Shs.
<b>ELEMENT NO. 1 CONTD</b>					
A	Extra over for excavating in rock irrespective of class.	12	CM	1000	12 000
B	Return fill and well ram around foundations.	59	CM		8850
C	Load and cart away extra excavated materials from site.	39	CM	150	5850
D	Allow for keeping trenches free from water.	Item		1500	15000
E	Allow for upholding sides of trenches by plunking and strutting	Item		5000	50000
Carried to collection on page.....					

COUNTY GOVERNMENT OF MIGORI

LGWAPAS ENTERPRISES  
 LIMITED  
 02 JUN 2018 6700  
 P.O. Box 1041 - 40403, RAPAOGI  
 Tel: 0722-508825 / 0725-389472

Item	Description	Quantity	Unit	Rate	Shs.
<b><u>ELEMENT NO. 1 CONTD</u></b>					
A	BRC fabric meshes reinforcement to BS 4483 Ref. A 142 weighing 2.22kg/m <sup>2</sup>	104	SM	1000	104,000
<b><u>FOUNDATION WALLING</u></b>					
B	200mm natural stone walling in cement sand mortar.	91	SM	1500	136,500
<b><u>Earthworks</u></b>					
C	300mm hand packed hardcore filling.	31	CM	1800	55,800
D	50mm thick murrum blinding.	104	SM	150	15,600
E	Treat surface of blinded hardcore with insecticide.	104	SM	150	15,600
<b><u>damp proofing</u></b>					
F	500gauge damp proof membrane.	104	SM	60	6,240
Carried to collection on page.....					333,740

COUNTY GOVERNMENT OF MIGORI

TDS MUL'S 0

PROPOSED CONSTRUCTION OF BLOOD BANK AT MIGORI COUNTY REFERRAL HOSPITAL.

Item	Description	Quantity	Unit	Rate	Shs.
<b>ELEMENT NO. 1 CONTD'</b>					
A	200mm wide bituminous damp proof course	87	LM	20	6090
<b>Finishes</b>					
B	12mm thick cement sand render in plinths.	23	SM	320	7360
C	Prepare and apply two coats of black bituminous paint on plinths	23	SM	120	2760
D	25mm thick cement sand screed on floors.	86	SM	240	20640
E	300x300mmx8mm thick ceramic floor tiles.	86	LM	3200	275200
F	75mm high tiled skirting	136	LM	600	86000
<b>PAVING</b>					
G	60x60x50mm thick PC paving slabs.	56	SM	1800	100800
Carried to collection on page.....					44450

LIGWARAS ENTERPRISES LIMITED  
 02 JUN 2017  
 P.O. Box 100 - 40403, RAPA  
 Tel: 0722-508866 / 0728-989472

Item	Description	Quantity	Unit	Rate	Shs.
	<u>ELEMENT NO 1. CONTD'</u>				
	<u>COLLECTION</u>				
	Brought forward from page WR 1				125 600
	Brought forward from page WR 2				56 700
	Brought forward from page WR 3				427 220
	Brought forward from page WR 4				333 740
	Brought forward from page WR 5				421 450
	<b>TOTAL</b>				
	<b>ELEMENT NO. 1</b>				
	<b>SUBSTRUCTURE</b>				
	Carried to collection on page.....				1364 710

MIGORI COUNTY GOVERNMENT OF MIGORI

LIGWARAS ENTERPRISES  
LIMITED  
02 JUN 2017  
P.O. Box 100 - 40403, RAPOGI  
Tel: 0722-518886 / 0723-989472

**PROPOSED CONSTRUCTION OF BLOOD BANK AT MIGORI COUNTY REFERRAL HOSPITAL.**

Item	Description	Quantity	Unit	Rate	Shs.
	<b>ELEMENT NO. 2</b> <b>CONCRETE FRAME</b> <i>Reinforced concrete class 20/20 as described in:-</i>				
A	Columns	1	CM	12000	15000
B	Ring beam <i>Sawn formwork as described to:-</i>	5	CM	1200	7500
C	Sides of columns	4	SM	600	2400
D	Sides of beam	54	SM	600	32400
E	Soffites of ditto <i>High yield square twisted bars to BS 4461 (All provisional)</i>	36	LM	150	5400
F	12mm bars in beams	242	KG	130	31460
G	12mm bars in columns	24	KG	130	3120
H	8mm bars in beams	114	KG	130	14820
I	Ditto in columns	9	KG	130	1170
J	12mm cement sand screed on concrete frame.	58	SM	320	18560
	<b>TOTAL</b> <b>ELEMENT NO. 2</b> <b>CONCRETE FRAME</b> Carried to collection on page.....				179330

Item	Description	Quantity	Unit	Rate	Shs.
	<b>ELEMENT NO. 3</b>				
	<b>WALLING</b>				
	<u>Dressed natural stone walling in cement sand mortar with 25mmSWG hoop iron after every alternate course.</u>				
A	200mm thick externally.	87	SM	1500	130500
B	Ditto internally	102	SM	1500	153000
	<b>Sundries</b>				
C	150x750mm high eaves fillings in stone work.	46	LM	300	13800
D	Seal the joint between roof covering and wall in cement sand mortar	46	LM	200	9200
Carried to collection on page.....					206500

COUNTY GOVERNMENT OF MIGORI

**PROPOSED CONSTRUCTION OF BLOOD BANK AT MIGORI COUNTY REFERRAL HOSPITAL.**

Item	Description	Quantity	Unit	Rate	Shs.
	<b><u>ELEMENT NO. 3 CONTD'</u></b>				
	<b><u>WALL FINISHES</u></b>				
A	12mm cement sand plaster to walls internally	291	SM	340	98940
B	Labour for forming 'V' joints at corners.	120	LM	150	18000
C	Labour for forming curved junction with floors	136	LM	150	20400
D	Fair racking and cutting and forming semi recessed horizontal joints to walls externally.	87	SM	220	19140
	<u>Prepare and apply one undercoat and two coats silk vinyl paint to:-</u>				
E	Plastered wall	291	SM	300	87300
F	Ditto to rendered walls.	58	SM	300	87300
	Carried to collection on page.....				
					<b>331080</b>

COUNTY GOVERNMENT OF MIGORI

**LIGWARAS ENTERPRISES LIMITED**  
 12 JUN 2017  
 P.O. Box 100 - 43 403, RAPOGI  
 Tel: 0722-300388 / 0728-980472

Item	Description	Quantity	Unit	Rate	Shs.
	<u>ELEMENT NO. 3 CONTD</u>				
	<u>COLLECTION</u>				
	Brought forward from page WR8				306500
	Brought forward from page WR9				331080
	<b>TOTAL</b>				
	<b>ELEMENT NO. 3</b>				
	<b>WALLING</b>				
	Carried to collection on page.....				
				<b>Sh.</b>	<b>637580</b>

MIGORI COUNTY GOVERNMENT OF MIGORI

LIGWARAS ENTERPRISES  
 LIMITED  
 02 JUN 2017  
 P.O. Box 104 - 40403, RAPODI  
 Tel: 0722-508985 / 0725-988472

PROPOSED CONSTRUCTION OF BLOOD BANK AT MIGORI COUNTY REFERRAL HOSPITAL

Item	Description	Quantity	Unit	Rate	Shs.
<b>ELEMENT NO. 4</b>					
<b>ROOFING</b>					
<b>CONSTRUCTION</b>					
<i>(All in first grade cypress well treated with good wood preservative).</i>					
A	150x50mm rafters	100	LM	450	45000
B	150x50mm tie beam	80	LM	450	36000
C	100x50mm ties and struts	110	LM	400	44000
D	100x50mm valley rafters	16	LM	400	6400
E	10x50mm hip rafters	27	LM	400	10800
F	150x50mm jack rafters.	30	LM	450	13500
G	100x50mm wall plate	46	LM	400	18400
Carried to collection on page.....					174100

Item	Description	Quantity	Unit	Rate	Shs.
<b>ELEMENT NO. 4 CONTD</b>					
A	75x50mm purlins	140	LM	250	35200
B	225x25mm fascia board	50	LM	320	16000
<b>Roof covering</b>					
C	28 gauge factory painted galvanized corrugated iron sheets.	150	SM	1400	210000
D	28gauge factory painted ridge caps	8	LM	350	2800
E	Ditto hip caps	30	LM	350	10500
F	Ditto valley gutters.	8	LM	350	2800
Carried to collection on page.....					281300

COUNTY GOVERNMENT OF MIGORI

LIGWARAS ENTERPRISES  
 LIMITED  
 02 JUN 2017  
 P.O. Box 100 - 40403, RAROGI.  
 Tel: 0722-518888 / 0728-988472

PROPOSED CONSTRUCTION OF BLOOD BANK AT MIGORI COUNTY REFERRAL HOSPITAL.

Item	Description	Quantity	Unit	Rate	Shs.
	<u>ELEMNT NO. 4 CONTD`</u>				
	<u>ROOF FINISHES</u>				
	<u>CEILING</u>				
A	50x50mm timber brandering.	215	LM	200	43000
B	75x50mm thick ceiling joists.	136	LM	240	32640
C	9mm thick chipboard ceiling lining.	86	SM	1200	103200
D	15x75mm timber cornice	136	LM	150	20400
E	Extra over ceiling lining for forming trap door size 600x600 and positioning in roof space on bearers.	2	NO	2500	5000
	<u>Prepare and apply three coats emulsion paint on:-</u>				
F	Ceiling lining	86	SM	200	17200
	Carried to collection on page.....				221440

PROPOSED CONSTRUCTION OF BLOOD BANK AT MIGORI COUNTY REFERRAL HOSPITAL.

Item	Description	Quantity	Unit	Rate	Shs.
	<b><u>ELEMENT NO. 5</u></b>				
	<b><u>DOORS</u></b>				
	<b><u>STEEL DOORS</u></b>				
A	Purpose made steel double door size 1250x2500mm high in one coat red oxide primer and two coats gloss oil paint complete with burglar proof bars frame and steel door lock (union).	1	NO	32000	32000
	<b><u>GLAZING</u></b>				
B	4mm thick clear sheet glass and glazing in panes 0 - 0.5m <sup>2</sup> with putty.	2	SM	1400	2800
	<b><u>TIMBER DOORS</u></b>				
C	45mm thick solid mahogany paneled door size 900x2100mm high.	12	NO	28000	336000
	<b><u>FRAMES</u></b>				
D	150x45mm mahogany door frame once rebated and moulded one edge	72	LM	1200	86400
E	Ditto but three rebated	11	LM	12000	132000
	Carried to collection on page.....				470400

PROPOSED CONSTRUCTION OF BLOOD BANK AT MIGORI COUNTY REFERRAL HOSPITAL

Item	Description	Quantity	Unit	Rate	Shs.
<b>ELEMENT NO. 5 CONTD'</b>					
A	50x25mm architrave.	41	LM	200	8200
B	25x25mm quadrant fillet	31	LM	200	6200
<b>Iron mongery</b>					
C	Three lever mortise lock complete with door furniture.	12	NO	350	4200
D	100mm pressed steel butt hinges.	18	PRS	220	3960
<b>Prepare and apply two coats mahogany vernish</b>					
E	Doors overally	42	SM	200	8400
F	Surfaces 150-225mm girth.	83	LM	150	12450
<b>Prime only back of frame</b>					
G	Surfaces 75 -150mm girth	72	LM	150	10800
Carried to collection on page.....					98010

COUNTY GOVERNMENT OF MIGORI

LIGWARAS ENTERPRISES LIMITED  
 02 JUN 2017  
 P.O. Box 100 - 40403, RAPOGI  
 Tel: 0722 530885 / 0722 530872

Item	Description	Quantity	Unit	Rate	Shs.
<b>ELEMENT NO. 5 CONTD'</b>					
A	50x25mm architrave.	41	LM	200	8200
B	25x25mm quadrant fillet	31	LM	200	6200
<b>Iron mongery</b>					
C	Three lever mortise lock complete with door furniture.	12	NO	3500	42000
D	100mm pressed steel butt hinges.	18	PRS	220	3960
<b>Prepare and apply two coats mahogany vernish</b>					
E	Doors overally	42	SM	200	8400
F	Surfaces 150-225mm girth.	83	LM	150	12450
<b>Prime only back of frame</b>					
G	Surfaces 75 -150mm girth	72	LM	150	10800
Carried to collection on page.....					98010

COUNTY GOVERNMENT OF MIGORI

LIGWARAS ENTERPRISES  
 LIMITED  
 02 JUN 2017  
 P.O. Box 100 - 40403, RAPOGI  
 Tel: 0722 208886 / 0722 202472

PROPOSED CONSTRUCTION OF BLOOD BANK AT MIGORI COUNTY REFERRAL HOSPITAL.

Item	Description	Quantity	Unit	Rate	Shs.
	<u>ELEMENT NO. 5 CONTD'</u>				
	To collection				
	<u>COLLECTION</u>				
	Brought forward from page WR15				470,40
	Brought forward from page WR16				93,072
	<b>TOTAL</b> <b>ELEMENT NO. 5</b> <b>DOORS</b> Carried to collection on page.....				Sh. 447,212

MIGORI COUNTY GOVERNMENT OF MIGORI

Item	Description	Quantity	Unit	Rate	Shs.
	<b>ELEMENT NO. 6</b>				
	<b>WINDOWS</b>				
	<i>Purpose made steel casement windows in one coat red oxide primer and two coats gloss oil paint and complete with burglar proof bars, and locking accessories</i>				
A	Window size 1500x1500mm high.	9	NO	14000	126,000
B	Ditto size 600x900mm ditto.	3	NO	6000	18,000
	<b>GLAZING</b>				
C	4mm thick clear sheet glass and glazing in panes 0 - 0.5m <sup>2</sup> with putty.	20	SM	1400	28,000
D	Ditto but obscure glass	1	SM	1500	1500
Carried to collection on page.....					193,500

COUNTY GOVERNMENT OF MIGORI

LIGWARAS ENTERPRISES LIMITED  
 02 JUN 2017  
 P.O. Box 100 - 40403, RAPOGI  
 Tel: 0722 508886 / 0728-269472

PROPOSED CONSTRUCTION OF BLOOD BANK AT MIGORI COUNTY REFERRAL HOSPITAL.

Item	Description	Quantity	Unit	Rate	Shs.
	<u>ELEMENT NO. 6 CONTD'</u>				
A	Supply and fix steel adjustable double rail caution rods	13	LM	2250	29250
Carried to collection on page.....					28600

COUNTY GOVERNMENT OF MIGORI

Item	Description	Quantity	Unit	Rate	Shs.
A	<p><u>ELEMENT NO. 6 CONTD'</u></p> <p><u>CILL</u></p> <p>225x75mm thick weathered concrete window cill reinforced with 8 gauge weld mesh and including all necessary moulding and formwork and both sides fair fished.</p>	17	LM	350	5950
Carried to collection on page.....					5950

COUNTY GOVERNMENT OF MIGORI

IGWARAS ENTERPRISES LIMITED  
 2 JUN 2017  
 P.O. Box 100 - 40403, RAPOGI  
 Tel: 0722-538898 / 0728-983472

PROPOSED CONSTRUCTION OF BLOOD BANK AT MIGORI COUNTY REFERRAL HOSPITAL

Item	Description	Quantity	Unit	Rate	Shs.
A	<p><u>ELEMENT NO. 6 CONTD</u></p> <p><u>FIXED ALUMINIUM FRAMED WINDOWS</u></p> <p>Supply and fixed purpose made windows comprising 6mm thick fixed glass panels in aluminium framing and with fixed Louvre vents 300mm wide at the top spanning full width of window overall size 1500x1500mm high.</p> <p>Carried to collection on page.....</p>	4	NO	25,000	100,000
				100,000	

COUNTY GOVERNMENT OF MIGORI

Item	Description	Quantity	Unit	Rate	Shs.
	<u>ELEMENT NO. 6 CONTD'</u>				
	<u>COLLECTION</u>				
	Brought forward from page WR 18				173,500
	Brought forward from page WR 19				28,600
	Brought forward from page WR 20				59,500
	Brought forward from page WR 21				100,000
	<b>TOTAL ELEMENT NO. 6 WINDOWS</b>				
	Carried to collection on page.....				293,050

MIGORI COUNTY GOVERNMENT OF MIGORI

LIGWARAS ENTERPRISES  
 LIMITED  
 12 JUN 2017  
 P. O. Box 100 - 40403 RAPOGI  
 Tel: 0728-506285 / 0728-989472

# PLUMBING AND WATER RETICULATION

COUNTY GOVERNMENT OF MIGORI

Item NO.	Description	Quantity	Unit	Rate	Shs.
<p><b><u>ELEMENT NO. 7</u></b>  <b><u>PLUMBING AND WATER</u></b>  <b><u>RETICULATION</u></b></p>					
A	Supply and install plastic water tank to hold 250 ltrs of water.	1	NO	4000	4000
B	15mm ball valve	1	NO	800	800
<p><b><u>EXTRA OVER TANK FOR</u></b>  <b><u>PIPING</u></b>  <b><u>(all provisional)</u></b>  <b><u>G.I CLASS B.</u></b></p>					
C	15mm diameter pipe	150	LM	800	120000
D	19mm ditto.	100	LM	1200	120000
<p><i>Extra over pipe for:</i></p>					
E	15mm elbow	10	NO	350	3500
G	19mm ditto.	5	NO	450	2250
<p>Carried to collection on page.....</p>					250550

COUNTY GOVERNMENT OF MIGORI

LIGWARAS ENTERPRISES LIMITED  
 02 JUN 2017  
 P.O. Box 100 - 40403, RAPOG  
 Tel: 0722-508886 / 0722-899172

PROPOSED CONSTRUCTION OF BLOOD BANK AT MIGORI COUNTY REFERRAL HOSPITAL

Item NO.	Description	Quantity	Unit	Rate	Shs.
<b>PLUMBING CONTD'</b>					
A	19mm gate valve	1	NO	4500	4500
B	15mm ditto.	1	NO	3500	3500
C	15mm equal tee.	15	NO	350	5250
D	15mm union.	1	NO	350	350
E	19mm ditto.	1	NO	350	350
F	15mm nipple	9	NO	600	5400
G	15mm flexible tubes.	8	NO	600	4800
H	100mm diameter gulley trap complete with grating and cover.	8	NO	2500	20000
<b>P.V.C</b>					
I	32mm diameter pipes	16	LM	600	9600
J	32mm tee and plug.	8	NO	350	2800
Carried to collection page .....					56560

Item NO.	Description	Quantity	Unit	Rate	Shs.
	<b><u>PLUMBING CONTD'</u></b>				
	<b><u>SANITARY FITTINGS</u></b>				
A	Supply and install vitreous China clay wash hand basin size 450x300x215mm complete with bottle trap and taps.	6	NO	15500	90000
B	Western type water closet suite complete with seat and cover and 9 litre flushing cistern.	2	NO	15000	30000
C	Stainless steel sink size 500x1500mm long with one bowl and two drainer complete with taps and bottle trap.	1	NO	18000	18000
	<b>MANHOLE</b>				
	Provide all materials and construct type 'A' manhole.	4		8250	33000
	Carried to collection page.....				170000

COUNTY GOVERNMENT OF MIGORI

LIGWARAS ENTERPRISES  
 LIMITED  
 02 JUN 2011  
 P.O. BOX 100-40403, RAPOGI  
 Tel: 0722-508886 / 0728-385472

PROPOSED CONSTRUCTION OF BLOOD BANK AT MIGORI COUNTY REFERRAL HOSPITAL.

Item NO.	Description	Quantity	Unit	Rate	Shs.
<b>PLUMBING CONTD'</b>					
A	100mm diameter pipe.	50	LM	600	30000
B	100mm plain bend.	2	NO	450	900
C	100mm inspection bend.	2	NO	450	900
D	Allow for testing of the whole plumbing system and connecting to existing server.				10000
	To collection				41800.
<b>COLLECTION</b>					
	Brought forward from page WR23				250150
	Brought forward from page WR 24				56560
	Brought forward from page WR 25				190000
	Brought forward from page above				41800
	<b>TOTAL PLUMBING</b>				
	Carried to collection page.....				518960

ITEM	DESCRIPTION	PAGE	AMOUNT
1	SUBSTRUCTURE	WR6	1,364,710
2	CONCRETE FRAME	WR 7	199,330
3	WALLING	WR10	637,580
4	ROOFING	WR14	676,880
5	DOORS	WR17	447,210
6	WINDOWS	WR22	298,050
7	INTERNAL PLUMBING	WR26	518,910
<b>TOTAL BUILDING WORKS</b>			<b>4,137,630</b>

COUNTY GOVERNMENT OF MIGORI

LIGWIARAS ENTERPRISES  
LIMITED  
02 JUN 2017  
P. O. Box 100 - 40403, RAPOGI  
Tel: 0722-508885 / 0723-889472

# ELECTRICAL WORKS

COUNTY GOVERNMENT OF MIGORI

**PROPOSED CONSTRUCTION OF BLOOD BANK AT MIGORI COUNTY REFERRAL HOSPITAL.**

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
A	<b>PROPOSED CONSTRUCTION OF BLOOD BANK FOR MIGORI REFERRAL HOSPITAL</b>				
B	<i>The works measured hereunder MUST be undertaken by a registered and approve electrical contractor.</i>				
	<i>The works include supply, installation, testing and commissioning of the following.</i>				
1.00					
1.01	<b>LIGHTING POINTS</b> Lighting points comprising of 3x1.5mm <sup>2</sup> SCPVC Copper cable drawn in and including concealed heavy gauge PVC conduits with all necessary joining a accessories and boxes but excluding switches and fittings as follows:-				
	a. One way switching	18	NO	1500	27000
	b. Two way switching	6	NO	1500	9000
2.00					
2.01	<b>SWITCHES</b> 10amps square moulded flush mounted switches as CLIPSAL Crabtree or approved equivalent as follows:-				
	a. 1 gang 1 way	7	NO	2500	17500
	b. 2 gang 2 way	2	NO	2500	5000
	c. 3gang switch	1	NO	2500	2500
3.00	<b>LIGHTING FITTINGS</b>				
3.01	1200mm, 1x36watts bare fluorescent batten or approved equivalent.	13	NO	2500	32500
3.02	1.60watts mirror ceiling lights as #30191/12 ivory or approved equivalent.	4	NO	2500	10000
Carried to collection on page.....					103500

COUNTY GOVERNMENT OF MIGORI

**LIGWARAS ENTERPRISES LIMITED**  
 02 JUN 2017  
 P.O. Box 100 - 40403, RAPOGI  
 Tel: 0722-513886 / 0728-980472

**PROPOSED CONSTRUCTION OF BLOOD BANK AT MIGORI COUNTY REFERRAL HOSPITAL.**

4.00	<b><u>SOCKETS/POWER POINTS</u></b>				
4.01	13 Amps socket outlet points comprising of 3x2.5mm <sup>2</sup> SC PVC 1 copper cable drawn in and including concealed heavy gauge trunking panels double compartments 8inch with all joining accessories and boxes but excluding sockets.	26	NIL		
4.02	Metal plate on which to mount socket outlet	20	NO		10000
5.00					
5.01	<b><u>POWER OUTLETS</u></b>				
	13amps 2 gang switched socket outlet flush mounted as CLIPSAL MK or approved equivalent.	20	NO	2500	50000
5.02	Bulk head fittings complete with 18 watts energy saver bulbs or approved equivalent and mounted as directed by the Project Manager/Electrical Engineer.	6	NO	1500	9000
Carried to collection on page..... 1705 JUL 5 0					

COUNTY GOVERNMENT OF MIGORI

69 000

PROPOSED CONSTRUCTION OF BLOOD BANK AT MIGORI COUNTY REFERRAL HOSPITAL.

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
7.00	<b>SUBMANS AND DISTRIBUTION SWITCH GEAR</b>				
7.01	100Amps 6 ways distribution board as havel or approved equivalent.	1	NO	10500	10500
7.02	5amps MCB as Hager or approved equal.	2	NO	6000	12000
7.03	20 amps MCB as Hager or approved equal.	2	NO	6000	12000
7.04	30 amps MCB as Hager or approved equal.	2	NO	6000	12000
7.05	Sub mains comprising of 3x10.0mm <sup>2</sup> SC PVC copper cable as EAC drawn and including concealed heavy gauge PVC conduit from Looping box to consumer unit.	35	Mts	1500	52500
7.06	Earthing comprising of earth lead 150mm copper earth electrode complete with 300x300x300mm <sup>3</sup> earthing chamber with cover	1	NO	6500	6500
7.07	Adaptable looping in box.	1	NO	3500	3500
7.08	MCCB switch as 65amps or approved	1	NO	15000	15000
Carried to collection on page.....					113200

COUNTY GOVERNMENT OF MIGORI

**LISWARAS ENTERPRISES LIMITED**  
 02 JUN 2017  
 P. O. Box 100 - 40403, RAPOGI  
 Tel: 0772-506885 / 0728-34372

PE -3

PROPOSED CONSTRUCTION OF BLOOD BANK AT MIGORI COUNTY REFERRAL HOSPITAL.

<b>PRICED SUMMARY</b>	
Total carried from page PE 1	103 500
Total carried from page PE 2	113 200
Total carried from page PE 3	69 000
<b>Total carried to form of tender</b>	<b>285 700</b>

Amount in words \_\_\_\_\_

Name of Electrical sub-contractor \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Category (MOPW) \_\_\_\_\_ License class (MOE) \_\_\_\_\_

VAT registration \_\_\_\_\_ PIN registration \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

PE -4

PC 1

ITEM	DESCRIPTION.	KSHS.
<b><u>PRIME COST (PC) AND PROVISIONAL SUMS.</u></b>		
A	Allow a prime cost of Kenya shillings <b>fifty thousand (Kshs. 50,000)</b> only for <b>fire-fighting equipment</b>	50,000
B	Allow a provisional sum of Kenya shillings <b>three hundred thousand (Kshs. 300,000)</b> only for <b>Contingencies.</b>	300,000
C	Allow a provisional sum of Kenya shillings <b>One hundred thousand (Kshs. 100,000)</b> only for <b>project management.</b>	100,000
<b>TOTAL</b>		<b>450,000</b>

**GENERAL GRAND SUMMARY PAGE 1**

ITEM	DESCRIPTION	PAGE	CONTRACTOR SUM	
			KSHS.	CTS
1	TOTAL FOR PRELIMINARIES	PP8	1,300,000	
2	BUILDING WORKS	WR 27	4,137,630	
3	ELECTRICAL WORKS	PE 4	785,750	
4	PC. AND PROVISIONAL SUMS.	PS 1	950,000	
	<b>SUB TOTAL</b>		<b>6,173,380</b>	
	Add 16% VAT		987,732.80	
	<b>GRAND TOTAL</b>		<b>7,161,092.80</b>	

AMOUNT IN WORDS, KENYA SHILLINGS: SEVEN MILLION ONE HUNDRED SIXTY ONE THOUSAND, THIRTY TWO, EIGHTY CENTS

MAIN CONTRACTOR LIGNARAS ENTERPRISES LIMITED

ADDRESS P.O. BOX 100 - 40403, RAPOGI

SIGNATURE [Signature]

DATE 21/6/2017

WITNESS NAME OBUO DANIEL ONYANGO

SIGNATURE [Signature]

DATE 02/06/2017

**SECTION D:**

**STANDARD FORMS**

- (i) Form of Tender
- (ii) Form of Agreement
- (iii) Tender Securing Declaration Form
- (iv) Tender Questionnaire
- (v) Confidential Business Questionnaire

COUNTY GOVERNMENT OF MIGORI

LIGWARAS ENTERPRISES  
LIMITED  
02 JUN 2011  
P.O. Box 100 - 40403, RAPOGI  
Tel. 0722-508888 / 0728-999472

1. FORM OF TENDER

TO: MIGORI COUNTY <sup>2.</sup> 2/6/2017 [Name of Employer] [Date]  
BLOOD BANK AT MIGORI COUNTY REFERRAL HOSPITAL [Name of Contract]

Dear Sir,

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. 7,161,032.80 [Amount in figures] Kenya Shillings SEVEN MILLION, ONE SIXTY ONE THOUSAND THIRTY TWO, EIGHTY CENTS ONLY [Amount in words]

We undertake, if our tender is accepted, to commence the Works on the commencement date and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix.

We agree to abide by this tender until 2/9/2017 [Insert date], and it shall remain binding upon us and may be accepted at any time before that date.

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.

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

Dated this 2<sup>ND</sup> day of JUNE 2017

Signature [Signature] in the capacity of Director

duly authorized to sign tenders for and on behalf of LIGWARI ENTERPRISES LTD [Name of Tenderer] of P.O. BOX 100, 40103 RAPA [Address of Tenderer]

Witness Name EBUBU DANIEL ONYANTO

Address P.O. Box 877-40400, SUNA

Signature [Signature]

Date 02/06/2017

### 3. FORM OF AGREEMENT

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
between \_\_\_\_\_ of [or whose registered  
office is situated at] \_\_\_\_\_

(hereinafter called "the Employer") on the one part AND

\_\_\_\_\_ of [or whose registered  
office is situated at] \_\_\_\_\_

(Hereinafter called "the Contractor") on the other part.

WHEREAS THE Employer is desirous that the Contractor executes

\_\_\_\_\_

(Name and identification number of Contractor) (Hereinafter called "the Works") located  
at \_\_\_\_\_ [Place/location of the Works] and the Employer has accepted  
the tender submitted by the Contractor for the execution and completion of such Works and the  
remedying of any defects therein for the Contract Price of  
Kshs \_\_\_\_\_ [Amount in figures], Kenya  
Shillings \_\_\_\_\_ [Amount in words].

Contractor as hereinafter mentioned, the Contractor hereby Covenants with the Employer to execute  
and complete the Works and remedy any defects therein in conformity in all respects with the  
provisions of the Contract.

The Employer hereby covenants to pay the Contractor in consideration of the execution and  
completion of the Works and the remedying of defects therein, the Contract Price or such other sum  
as may become payable under the provisions of the Contract at the times and in the manner  
prescribed by the Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year  
first before written.

The common Seal of \_\_\_\_\_

Was hereunto affixed in the presence of \_\_\_\_\_

Signed Sealed, and Delivered by the said \_\_\_\_\_

Binding Signature of Employer \_\_\_\_\_

Binding Signature of Contractor \_\_\_\_\_

**PROPOSED CONSTRUCTION OF BLOOD BANK AT MIGORI COUNTY REFERRAL HOSPITAL.**

In the presence of (i) Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

(ii) Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

COUNTY GOVERNMENT OF MIGORI

3. TENDER SECURING DECLARING FORM

Date: 2/6/2017

Tender No. MC/17/08/2016-2017

To: (Name of the Procuring Entity)

We the undersigned, declare that:

We understand that, according to your conditions, Tenders must be supported by a Tender Securing Declaration.

We accept that we will automatically be suspended from being eligible for Tendering in any contract with Migori County Government for the period of time of 6 MONTHS [insert number of months or years] starting on 2/6/2017

[insert date], if we are in breach of our obligation(s) under the Tender conditions, because we;

- a. Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender or;
- b. Having been notified of the acceptance of our tender by the procuring entity during the period of Tender validity ;
  - i. Fail or refuse to execute the Contract, if required, or
  - ii. Fail or refuse to furnish the Performance Security, in accordance with the ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of;

- 1) Our receipt of your notification to us of the name of the successful Tenderer; or
- 2) Thirty days after the expiration of our tender.

Signed: [Signature] [insert signature of person whose name and capacity are shown]

In the Capacity of DIRECTOR

[insert legal capacity of person signing the Tender Securing Declaration]

Name: ROBERT ODORO KASERA

[insert complete name of person signing the Tender Securing Declaration]

Duly authorized to sign the Tender for and on behalf of: LIGWARAS ENT LTD

[insert complete name of Tenderer]

Dated on 2ND day of JUNE, 2017 [insert date of signing]

Corporate Seal (where appropriate)

4. TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of tenderer; LIGWARAS ENTERPRISES LIMITED
2. Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below); P.O. Box 100 - 40403 RAPOGI
3. Telephone number (s) of tenderer; 0722508886 / 0728989472
4. Telex of tenderer; EMAIL: ligwaras@yahoo.com
5. Name of tenderer's representative to be contacted on matters of the tender during the tender period; ROBERT ODORO KASERA
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); N/A

LIGWARAS ENTERPRISES  
LIMITED  
02 JUN 2011  
P. O. Box 100 - 40403, RAPOGI  
Tel: 0722-508886 / 0728-989472  
Signature of Tenderer

Make copy and deliver to: MIGORI COUNTY (Name of Employer)

**5. CONFIDENTIAL BUSINESS QUESTIONNAIRE**

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business. You are advised that it is a serious offence to give false information on this form

**Part 1 - General:**  
 Business Name LIGWARRAS ENTERPRISES LIMITED  
 Location of business premises RAPOGI TOWN  
 Plot No. B3Q/2002 Street/Road RAPOGI - OPIA RD  
 Postal Address 106 Jofes Tel No. 0722 508890 Fax ..... E mail ligwarras@yahoo.com  
 Nature of Business CONSTRUCTION AND GENERAL SUPPLIES  
 Registration Certificate No. CPR/2012/71542  
 Maximum value of business which you can handle at any one time - shs. 15,000,000  
 Name of your bankers KENYA COMMERCIAL BANK Branch MARAKA

**Part 2 (a) - Sole Proprietor**  
 Your name in full ..... Age .....  
 Nationality ..... Country of origin .....  
 5.5.2 Citizenship details .....

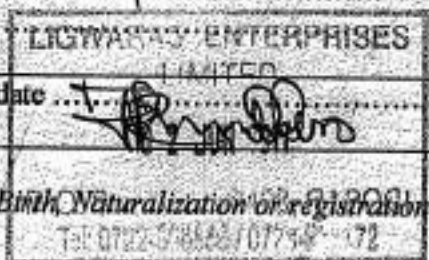
**Part 2 (b) Partnership**  
 Given details of partners as follows:

Name	Nationality	Citizenship Details	Shares
1.....			
2.....			
3.....			
4.....			

**Part 2 (c) - Registered Company**  
 Private or Public PRIVATE  
 State the nominal and issued capital of company -  
 Nominal Kshs. 150,000 Issued Kshs. N/A  
 Given details of all directors as follows

Name	Nationality	Citizenship Details	Shares
1 <u>REBECCAH KASERA KENTAN</u> <u>BIRTH</u> <u>40,000</u>			
2 <u>MARCELO KASERA</u> <u>u</u> <u>u</u> <u>50,000</u>			
3 <u>DENISE OKED</u> <u>u</u> <u>u</u> <u>10,000</u>			
4.....			

Date 02/06/2017 Signature of Candidate [Signature]



\* If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.



No. CFR 2012/71542

# CERTIFICATE OF INCORPORATION

I hereby CERTIFY that

**EIGWARAS ENTERPRISES LIMITED**

is duly incorporated under the Companies Act 1992  
the Company is LIMITED

EIGWARAS ENTERPRISES  
LIMITED

D 2 JUN 2017

GIVEN under my hand at Nairobi this 16th day of  
Two thousand and Twelve

P. O. Box 100 - 40403, R. P. O. CI  
Tel: 0722-505006 / 0728-41472

Registrar of Companies