

REPUBLIC OF KENYA



COUNTY GOVERNMENT OF MIGORI

TENDER NO: CGM/PH/Q42/170/2019-2020

IFMIS NEGOTIATION NO:784981-2019/2020

**TENDER DESCRIPTION: CONSTRUCTION OF KANGESO
DISPENSARY TWIN STAFF HOUSE**

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

**CLOSING DATE:
19TH March, 2020 10.00 AM LOCAL TIME**

Q

TABLE OF CONTENTS

	<u>PAGE</u>
INTRODUCTION	3
SECTION I INVITATION FOR TENDERS	4
SECTION II INSTRUCTIONS TO TENDERERS	6
SECTION III CONDITIONS OF CONTRACT	12
APPENDIX TO CONDITIONS OF CONTRACT	15
SECTION IV SPECIFICATIONS, DRAWINGS AND	
BILLS OF QUANTITIES/SCHEDULE OF RATES	26
SECTION V STANDARD FORMS	28

INTRODUCTION

Dear Applicant,

The County Government of Migori- Department of Education, Culture Gender and Social Services invites tenders from interested eligible firms with the necessary technical expertise, experiences and financial capacity, for the **PROPOSED CONSTRUCTION OF KANGESO DISPENSARY TWIN STAFF HOUSE**

Tenderer must ensure that their submission fully includes the necessary documentation to demonstrate their experience and capabilities. In order to be considered for award, prospective tenderers must submit all the information hereinafter requested. **Tenders which are not filled out completely, or which omit requested information without suitable explanation, will be considered non-responsive.**

**DIRECTOR SUPPLY CHAIN MANAGEMENT SERVICES
FOR: THE ACCOUNTING OFFICER
COUNTY GOVERNMENT OF MIGORI**

SECTION I: INVITATION TO TENDER

DATE: 5TH March, 2020

TENDER NAME: PROPOSED CONSTRUCTION OF KANGESO DISPENSARY TWIN STAFF HOUSE

TENDER NO: CGM/PH/Q42/170/2019-2020

IFMIS NEGOTIATION NO:784981

County Government of Migori invites bids from eligible candidates for **PROPOSED CONSTRUCTION OF KANGESO DISPENSARY TWIN STAFF HOUSE**

- 1.1 Interested and eligible candidates may obtain the tender document from the **Integrated Financial Management Information System (IFMIS) SUPPLIER PORTAL** (www.supplier.treasury.go.ke) using the unique **IFMIS negotiation number** indicated above. OR County Website (www.migori.go.ke)
- 1.2 Further information may be obtained from Director Supply Chain Management's office at the County Headquarters during normal working hours or by writing to the undersigned;

**Director, Supply Chain Management Services,
County Government of Migori,
P.O. Box 195-40400
SUNA-MIGORI
Email: procurement@migori.go.ke**

- 1.3 Completed tender documents must be submitted through the supplier portal so as to be received not later than **19th March, 2020 at 10:00 am**. Manual submissions will not be allowed
- 1.4 It is a Mandatory requirement that **Bidders must serialize all pages for the bid submitted** and forms **part of the preliminary evaluation**.
- 1.5 Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender

SECTION II
INSTRUCTIONS TO TENDERERS
TABLE OF CONTENTS

	PAGE.
1. GENERAL	6
2. TENDER DOCUMENTS	7
3. PREPARATION OF TENDERS	7
4. SUBMISSION OF TENDERS	8
5. TENDER EVALUATION	9
6. AWARD OF CONTRACT	10
7. CORRUPT AND FRAUDULENT PRACTICES	12

INSTRUCTIONS TO TENDERERS.

1. General

- 1.1 The Employer as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The successful Tenderer will be expected to complete the Works by the Intended Completion Date specified in the said Appendix.
- 1.2 Tenderers shall include the following information and documents with their tenders, unless otherwise stated:
 - (a) copies of certificates of registration, and principal place of business;
 - (b) total monetary value of construction work performed for each of the last five years;
 - (c) experience in works of a similar nature and size for each of the last five years, and clients who may be contacted for further information on these contracts;
 - (d) major items of construction equipment owned;
 - (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
 - (f) reports on the financial standing of the Tenderer, such as profit and loss statements and auditor's reports for the last five years;
 - (g) authority to seek references from the Tenderer's bankers.
- 1.3 The Tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible or liable for those costs.
- 1.4 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer's own expense.
- 1.5 The procurement entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 1.6 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2. Tender Documents

- 2.1 The complete set of tender documents comprises the documents listed here below and any addenda issued in accordance with clause 2.4 here below: -
 - (a) These instructions to Tenderers

- (b) Form of Tender
 - (c) Conditions of Contract and Appendix to Conditions of Contract
 - (d) Specifications
 - (e) Drawings
 - (f) Bills of Quantities/Schedule of Rates (whichever is applicable)
 - (g) Other materials required to be filled and submitted in accordance with these Instructions and Conditions
- 2.2 The Tenderer shall examine all instructions, forms and specifications in the tender documents. Failure to furnish all information required by the tender documents may result in rejection of his tender.
- 2.3 A prospective Tenderer making inquiries of the tendering documents may notify the Employer in writing or by cable, telex or facsimile at the address indicated in the letter of invitation to tender. The Employer will respond to any request for clarification received earlier than seven [7] days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.
- 2.4 Before the deadline for submission of tenders, the Employer may modify the tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing or by cable, telex or facsimile to all Tenderers. Prospective Tenderers shall acknowledge receipt of each addendum in writing to the Employer.
- 2.5 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend, as necessary, the deadline for submission of tender.

3. Preparation of Tenders

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

- 3.3 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities/Schedule of Rates. Items for which no rate or price is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities/Schedule of Rates. All duties, taxes and other levies payable by the Contractor under the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the Tenderer.
- 3.4 The rates and prices quoted by the Tenderer shall not be subject to any adjustment during the performance of the Contract.
- 3.5 The unit rates and prices shall be in Kenya Shillings.
- 3.6 Tenders shall remain valid for a period of sixty (60) days from the date of submission. However in exceptional circumstances, the Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing.
- 3.7 The Tenderer shall prepare one original of the documents comprising the tender documents as described in these Instructions to Tenderers.
- 3.8 The original shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the Tenderer. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons signing the tender.
- 3.9 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.
- 3.10 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

4. Submission of Tenders

- 4.1 Filled Tenders **MUST** be submitted through IFMIS Portal www.supplier.treasury.go.ke

5. Tender Evaluation

- 5.1 Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of the Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence

the Employer's officials, processing of tenders or award decisions may result in the rejection of his tender.

- 5.2 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will not 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) In the event of a discrepancy between the tender amount as stated in the Form of Tender and that of the Bill of Quantities/Quotation, the amount as stated in the Form of Tender shall prevail.
- 5.3 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 5.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 5.5 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.
- 5.6 Preference where allowed in the evaluation of tenders shall not exceed 15%
- 5.7 To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion, may request [in writing] any Tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex or facsimile but no change in the tender price or substance of the tender shall be sought, offered or permitted.
- 5.8 The Tenderer shall not influence the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. Any effort by the Tenderer to influence the Employer or his employees in his decision on tender evaluation, tender comparison or Contract award may result in the rejection of the tender.

6. Award of Contract

- 6.1 The award of the Contract will be made to the Tenderer who has offered the lowest evaluated tender price.
- 6.2 Notwithstanding the provisions of clause 6.1 above, the Employer reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time prior to the award

of Contract without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the action.

- 6.3 The Tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, telex or facsimile. This notification (hereinafter and in all Contract documents called the "Letter of Acceptance") will state the sum [hereinafter and in all Contract documents called the "Contract Price" which the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. The contract shall be formed on the parties signing the contract. At the same time the other tenderers shall be informed that their tenders have not been successful.
- 6.4 The Contract Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be signed by the Employer and sent to the successful Tenderer, within 30 days following the notification of award. Within 21 days of receipt, the successful Tenderer will sign the Agreement and return it to the Employer.
- 6.5 Within 21 days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Performance Security amount stipulated in the Appendix to Conditions of Contract.
- 6.6 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 6.7 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 6.8 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

7. Corrupt and fraudulent practices

- 7.1 The procuring entity requires that the tenderer observes the highest standard of ethics during the procurement process and execution of the contract. A tenderer shall sign a declaration that he has not and will not be involved in corrupt and fraudulent practices.
- 7.2 The procuring entity will reject a tender if it determines that the tenderer recommended for award has engaged in corrupt and fraudulent practices in competing for the contract in question.

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

**SECTION III
CONDITIONS OF CONTRACT**

Table of Clauses

Page

1.	DEFINITIONS	11
2.	CONTRACT DOCUMENTS	12
3.	EMPLOYER'S REPRESENTATIVE'S DECISIONS	13
4.	WORKS, LANGUAGE AND LAW OF CONTRACT	13
5.	SAFETY, TEMPORARY WORKS AND DISCOVERIES	13
6.	WORK PROGRAM AND SUB-CONTRACTING	13
7.	THE SITE	13
8.	INSTRUCTIONS	14
9.	EXTENSION OF COMPLETION DATE	14
10.	MANAGEMENT MEETINGS	15
11.	DEFECTS	15
12.	BILLS OF QUANTITIES/SCHEDULE OF RATES	16
13.	VARIATIONS	16
14.	PAYMENT CERTIFICATES AND FINAL ACCOUNT	16
15.	INSURANCES	18
16.	LIQUIDATED DAMAGES	18
17.	COMPLETION AND TAKING OVER	18
18.	TERMINATION	18
19.	PAYMENT UPON TERMINATION	19
20.	CORRUPT GIFTS AND PAYMENTS OF COMMISSION	19
21.	SETTLEMENT OF DISPUTES	20
22.	APPENDIX TO CONDITIONS OF CONTRACT	21

SECTION III - CONDITIONS OF CONTRACT

1. Definitions

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

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

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

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

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

"The Contractor" refers to the person or corporate body 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" Includes Central or Local Government administration, Universities, Public Institutions and Corporations and is the party who employs the Contractor to carry out the Works.

"Equipment" is the Contractor's machinery and vehicles brought temporarily to the Site for the execution of the Works.

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

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

"Employer's Representative" is the person appointed by the Employer and notified to the Contractor for the purpose of supervision of the Works.

"Specification" means the Specification of the Works included in the Contract.

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

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

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

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

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

2. Contract Documents

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

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

3. Employer's Representative's Decisions

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

4. 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 Program submitted by the Contractor, as updated with the approval of the Employer's Representative, and complete them by the Intended Completion Date.
- 4.2 The ruling language of the Contract shall be English language and the law governing the Contract shall be the law of the Republic of Kenya.

5. Safety, Temporary works and Discoveries

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

6 Work Program and Sub-contracting

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

7 The site

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

8 Instructions

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

9 Extension of Completion Date

- 9.1 The Employer's Representative shall extend the Completion Date if an occurrence arises which makes it impossible for completion to be achieved by the Intended Completion Date. The Employer's Representative shall decide whether and by how much to extend the Completion Date.
- 9.2 For the purposes of this clause, the following occurrences shall be valid for consideration;

Delay by:-

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

the Work, materials or goods were not in accordance with this Contract, or

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

10 Management Meetings

10.1 A Contract management meeting shall be held regularly and attended by the Employer's Representative and the Contractor. Its business shall be to review the plans for the remaining Work. The Employer's

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

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

11 Defect

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

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

11.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Employer's Representative's notice. If the Contractor has not corrected a defect

within the time specified in the Employer's Representative's notice, the Employer's Representative will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

12 Bills of Quantities/Schedule of Rates

- 12.1 The Bills of Quantities/Schedule of Rates shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rates in the Bills of Quantities/Schedule of Rates for each item. Items against which no rate is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the rates for other items in the Bills of Quantities/Schedule of Rates.
- 12.2 Where Bills of Quantities do not form part of the Contract, the Contract Price shall be a lump sum (which shall be deemed to have been based on the rates in the Schedule of Rates forming part of the tender) and shall be subject to re-measurement after each stage.

13 Variations

- 13.1 The Contractor shall provide the Employer's Representative with a quotation for carrying out the variations when requested to do so. The Employer's Representative shall assess the quotation and shall obtain the necessary authority from the Employer before the variation is ordered.
- 13.2 If the Work in the variation corresponds with an item description in the Bill of Quantities/Schedule of Rates, the rate in the Bill of Quantities/Schedule of Rates shall be used to calculate the value of the variation. If the nature of the Work in the variation does not correspond with items in the Bill of Quantities/Schedule of Rates, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.
- 13.3 If the Contractor's quotation is unreasonable, the Employer's Representative may order the variation and make a change to the Contract Price, which shall be based on the Employer's Representative's own forecast of the effects of the variation on the Contractor's costs.

14 Payment Certificates and Final Account

- 14.1 The Contractor shall be paid after each of the following stages of Work listed here below (subject to re-measurement by the Employer's Representative of the Work done in each stage before payment is made). In case of lump-sum Contracts, the valuation for each stage

shall be based on the quantities so obtained in the re-measurement and the rates in the Schedule of Rates.

- (i) Advance payment _____ (*percent of Contract Price, [after Contract execution to be inserted by the Employer].*)
- (ii) First stage (*define stage*) _____
- (iii) Second stage (*define stage*) _____
- (iv) Third stage (*define stage*) _____
- (v) After defects liability period.

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

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

14.4 If the period laid down for payment to the Contractor upon each of the Employer's Representative's Certificate by the Employer has been exceeded, the Contractor shall be entitled to claim simple interest calculated pro-rata on the basis of the number of days delayed at the

Central Bank of Kenya's average base lending rate prevailing on the first day the payment becomes overdue. The Contractor will be required to notify the Employer within 15 days of receipt of delayed payments of his intentions to claim interest.

15. Insurance

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

16. Liquidated Damages

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

17. Completion and Taking Over

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

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

18. Termination

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

- (a) the Contractor stops Work for 30 days continuously without reasonable cause or authority from the Employer's Representative;
- (b) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) a payment certified by the Employer's Representative is not paid by the Employer to the Contractor within 30 days after the expiry of the payment periods stated in sub clauses 14.2 and 14.3 hereinabove.
- (d) the Employer's Representative gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time.

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

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

19. Payment Upon Termination

- 19.1 The Employer may employ and pay other persons to carry out and complete the Works and to rectify any defects and may enter upon the Works and use all materials on Site, plant, equipment and temporary works.
- 19.2 The Contractor shall, during the execution or after the completion of the Works under this clause, remove from the Site as and when required within such reasonable time as the Employer's Representative may in writing specify, any temporary buildings, plant, Machinery, appliances, goods or materials belonging to him, and in default thereof, the Employer may (without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.
- 19.3 Until after completion of the Works under this clause, the Employer shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefor the Employer's Representative shall certify the amount of expenses properly incurred by the Employer and, if such amount added to the money paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract, the difference shall be a debt payable to the Employer by the Contractor; and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

20. Corrupt Gifts and Payments of Commission

- 20.1 The Contractor shall not;
- (a) Offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract with the Employer.

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

21. Settlement of Disputes

- 21.1 Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

EVALUATION CRITERIA

Appendix to Instructions to Tenderers

- The method of evaluation will be merit point system and evaluation criteria will be applied as indicated here below.

NB:-Bidders must meet all the mandatory requirements to qualify for technical evaluation.		
S/NO	MANDATORY REQUIREMENTS	YES/NO
MR1	Certificate of business registration	
MR2	Valid tax compliance certificate	
MR3	KRA PIN certificate	
MR4	NCA 8	
MR5	Complete serialization of the tender document	
MR6	Certified copy of CR 12 or CR2 form	
	NB:-Bidders must meet all the mandatory requirements to qualify for technical evaluation	

S/NO	TECHNICAL EVALUATION	SCORES
T.E1	ATTACH PROOF OF WORKS/ANY DELIVERY TO AT LEAST TWO GOVERNMENT INSTITUTIONS (LPO/COMPLETION CERTIFICATES)	20 Marks
T.E2	ATTACH APPROVED COPIES OF BANK STATEMENTS FOR ONE YEAR 2019	20 Marks
T.E3	FORM OF TENDER MUST BE FULLY FILLED, SIGNED AND STAMPED	15 Marks
T.E4	BUSINESS QUESTIONNAIRE FILLED AND STAMPED	15 Marks

Award Criteria

The lowest quoted bidder after achieving the minimum technical score will be recommended for award.

APPENDIX TO CONDITIONS OF CONTRACT

THE EMPLOYER IS

Name: _____

Address: _____

Name of Employer's Representative: _____

Title; _____

Telephone: _____

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

The Works consist of _____

The Start Date shall be _____

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

The following documents also form part of the Contract:

The Site Possession Date shall be _____

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

The Defects Liability Period is _____ days.

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

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

.....

The tender opening date and time is.....(*insert tender opening time*) on day of(*insert date of tender opening*)

The amount of performance security is Kshs.....(Note: the Employer must select the form of performance security to be accepted. A bank guarantee of between five (5) and ten (10) percent is acceptable. A performance bond on the other hand from an insurance company may be of up to thirty (30) percent of the Contract Price).

III BILL OF QUANTITIES/SCHEDULE OF RATES

Page.....L1

MOW 122

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ELEMENT .NO 01 SUBSTRUCTURE				
A	Clear site of all bushes shrubs and cart away the arising material.	SM	50	60	3000
B	Excavate over site average 150mm deep to remove top soil	SM	45	300	13500
C	Excavate foundation trench not exceeding 1.4m deep	CM	35	300	10500
D	Extra over excavation in rock	CM	5	1000	5000
E	Return fill and well ram selected excavated material around foundation	CM	23	500	11500
F	Load and cut away extra excavated material from site	CM	20	200	4000
	Concrete works				
G	Reinforced concrete class 20/20 as described in underground ring beam	CM	2	10500	21000
H	Swan formwork to side and soffits of ring beam	SM	20	200	4000
	Reinforcement				
I	10mm diameter sq. twisted high tensile bars to Bs.4461 including cutting to size , binding wire and spacer blocks	Kg	146	200	29200
J	8mm diameter mild steel round bars to Bs. 449 ditto	Kg	81	150	12150
	Mass concrete 1:3:6 as described				113850

②

K	200mm thick strip foundations	CM	2	10000	20000
L	200mm thick floor slab	SM	45	1500	67500
M	BRC A 142 reinforcement including setting in concrete with 300mm side and end laps in floor slab	SM	45	100	4500
	Foundation walling				
N	200mm thick stone walling in cement sand mortar 1:4 with and including 20swg 19mm wide hoop iron after every two course	SM	60	1500	90000
	Filling				
Q	300mm thick hardcore fill, compacted in layers of 100mm to make up level under floor slab	CM	14	300	4200
R	50mm thick well selected murrum blinding on hardcore	SM	45	150	6750
S	Treat surface of blinded hardcore with gladiator or any equal and approved anti-termite	SM	45	10	450
	Damp proofing				
T	500 gauge polythene D.P.M with 150mm (min) end and side laps	SM	45	300	13500
U	20mm wide hessian based bituminous damp proof course	LM	41	300	12300
	Paving 600x600mm thick precast concrete paving slab on 50mm thick sand base and with mortar joints 1:4	SM	24	1000	24000
	TOTAL ELEMENT NO. 01 CARRIED TO SUMMARY				357050

ALVARAS ENTERPRISES

11/11/2023

11/11/2023

3

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
ELEMENT NO. 02 WALLING					
A	Reinforced concrete class 20/20 as described in:- ring beam	CM	8	10500	84000
B	Swan formwork to side and soffits of ring beam	SM	77	200	15400
Reinforcement					
C	10mm diameter sq. twisted high tensile bars to Bs.4461 including cutting to size, binding wire and spacer blocks	Kg	146	200	29200
D	8mm diameter mild steel round bar to Bs.449 ditto	Kg	81	150	12150
E	150mm thick brick walling in cement sand mortar 1:3 with and including 20swg X19mm wide hoop iron after every two courses.	SM	115	300	34500
TOTAL ELEMENT NO.02 CARRIED TO SUMMARY					175250

④

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Construct the following in 6no. Roof trusses in first grade cypress well-seasoned and treated with approved wood preservatives				
A	100 X 50 mm wall plate	LM	41	200	8200
B	150 X 50mm tie beam	LM	30	200	6000
C	100 X 50 mm beam	LM	3	200	600
D	100 X 50 mm ties and struts	LM	74	200	14800
E	100 X 50mm rafters	LM	37	200	7400
F	75 X 50 mm purlins	LM	57	200	11400
G	200 X 25 mm fascia board and verge board	LM	35	300	10500
	Roof covering				
H	Pre-painted Gauge 30 roofing sheets	SM	135	1100	148500
I	Ditto but ridge caps	LM	30	500	15000
	Ceiling The work is hoisted at a height averaging 3,000 mm from wall top level.				
J	50x50mm cypress brandering	LM	450	200	90000
K	75x50mm ceiling joists	LM	150	200	30000
L	12mm thick gypsum board ceiling with 75 x 75 mm moulded cornice.	SM	45	450	20250
M	Ceiling nails and all accessories for ceiling 12mm diameter 300mm long mild steel anchor bolt with head, nuts, washers and	ITEM			10000

	slit ring cast into ring beam and bolted to wall plate c/c	ITEM		150000	150000
					522650

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ELEMENT NO.04 DOORS AND WINDOWS				
	Doors				
	Galvanized steel casement doors comprising (40X25X3)mm stile bottom and top rail and 4no. Intermediate rails all primed with red oxide.				
A	1500 X 2100 mm double leaf door complete with 50X50X3mm fixed angle frame with 16guage mild steel plate built into panel union 3-lever steel door lock 2X200mm lockable	No	2	20000	40000
B	tower bolt Ditto flash door with fanlight 900x2100mm	No	4	10000	40000
	Windows				
	purpose made mild steel neat cut and welded				

6

Handwritten notes and stamps at the bottom of the page, including a date stamp "12 June 2024" and other illegible markings.

	ground smooth and even surface. Casement windows, standard metal casement section comprising of T-bars, 25x 3mm flat at 300 x 400 c/c both ways one coat red primer by manufacturers complete with all necessary iron mongery				
	Window overall				
C	1500 X 1500 mm high:- 1 no fixed fan light and 2no. openable side hangs	No	11	15000	165000
D	Ditto but on size 500 X 500mm	No	1	1000	10000
	Glazing				
E	4mm thick clear sheet glass and glazing in panes with 0-0.5m ² with putty.	SM	27	700 1200	32400
	Window sill				
F	P.C weathered and throated window cill 250 mm X 75mm thick reinforcement with 2no. 8mm diameter mild steel rods including all necessary mould and bedding in cement sad mortar 1:4	LM	18	1000	18000
	TOTAL FOR ELEMENT NO.4 CARRIED TO SUMMARY				225400

S. S. S. ENTERPRISES
 LIMITED
 12, ...
 ...
 ...

7

ITEM	DESCRIPTION.	UNIT	QTY	RATE	AMOUNT
ELEMENT NO.5 FINISHES					
A	25 paving steel trowelled to receive floor tile	SM	45	300	13500
B	300 X 300 X 8mm as manufacturers by SAJ ceramics Ltd or other approved coloured ceramic non slip floor tile bedded and jointed in cement and sand 1:1 and pointed in coloured cement grouting	SM	45	1000	45000
C	Ditto but 100mm high skirting	SM	20	500	10000
D	12 x 12mm thick cement sand mix (1:3) Horizontal & vertical joints recessed pointing to brick walling internally	SM	125	300	37500
E	12 x 12mm thick cement sand mix (1:3) Horizontal & vertical joints recessed pointing to brick walling externally	SM	90	300	27000
PAINTING & DECORATIONS					133000

8

F	Prepare and apply 3 coats plastic emulsion paint to rendered walls	SM	125	300	37500
G	Ditto but to plastered walls	SM	90	300	27000
H	Knot, prime, stop and apply 3 coat first quality gloss oil paints to surface of:- Fascia board	LM	35	200	7000
	Prepare, prime and apply first grade gloss oil paint to:-				
I	Surface of windows internally	SM	27	200	5400
J	Ditto but windows externally	SM	27	200	5400
K	Doors externally	SM	20	200	4000
L	Ditto but internally	SM	20	200	4000
	TOTAL FOR ELEMENT NO.05 CARRIED TO SUMMARY				90300



9

SUMMARY

ITEM	DESCRIPTION	AMOUNT
A	Element No.01 substructure	357050
B	Element No.02 walling	175250
C	Element No.03 roofing	522650
D	Element No.04 Doors and Windows	225400
E	Element No.05 finishing	90300
	<i>Painting and Decorations</i>	133,000
	TOTAL FOR STAFF HOUSE CARRIED TO GRAND SUMMARY	1370650

LISWARIAS ENTERPRISES
LIMITED

100, 11th Floor - Nanyang Technological University
Singapore 117570

Total → 1,503,650

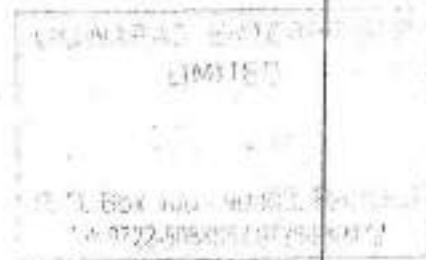
(10)

GRAND SUMMARY

ITEM	DESCRIPTION	AMOUNT
A	Total for construction	
B	PROVISIONAL SUM Allow for two hundred thousand only(Kshs 200,000) installation,provision of lamps and testing of electrical work to be tasted by project Manager	200 000
	Allow for installation and testing of drainage fittings and fitments, to be tasted by project Manager	
C	Allow one hundred thousand only(Kshs 100,000)for	100, 000
D	contingency	
E	Allow for Two hundred and fifty thousand only (Kshs	250 000
	250,000)for construction of a burning chamber.	100 000
	Allow one hundred thousand only(Kshs 100,000)for Project Management	
	Allow for one hundred and ten thousand only(Kshs 110,000)	110,000

(11)

<u>V.I.P CONTD'</u>						
<u>PAINTING.</u>						
<u>Prepare and apply three coats of Emulsion paint to:-</u>						
A	Walls internally	32	SM	650	20800	
<u>Prepare and apply one undercoat and two coats gloss oil paint to:-</u>						
B	Plastered walls.	52	SM	650	33800	
<u>Prime only back of frames</u>						
C	Surfaces 75-150mm girth	20	LM	650	13000	
Carried to collection on page.....					Sh.	67600



(13)

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	SHS.
------	-------------	----------	------	------	------

<u>V.I.P CONTD'</u> <u>Knot prime stop and two coats gloss oil paint: -</u> Doors overally	12	SM	450	5400
Surfaces 150-225mm girth	44	LM	500	22000
Allow for builder's works	Item			
To Collection				9,5000
<u>COLLECTION</u> Brought forward from page L1.				1,503,650
Brought forward from page L2.				700,000
Brought forward from page L3.				67,600
Brought forward from page L4.				
Brought forward from page L5				
Brought forward from page L6				
Brought forward from page above.				95,000
TOTAL FOR 1NO.				2,366,250-



14

PC 1

ITEM	DESCRIPTION.	KSHS.	CTS.
------	--------------	-------	------

A	<p><u>PRIME COST (PC) AND PROVISIONAL SUMS.</u></p> <p>Allow a provisional sum of Kenya shillings twenty thousand (Kshs. 20,000) only for Contingencies.</p>	20,000	
TOTAL		20,000	

15

GENERAL GRAND SUMMARY PAGE 1

ITEM	DESCRIPTION	PAGE	CONTRACTOR SUM	
			KSHS.	CTS

1	TOTAL FOR BUILDING WORKS	L7	2,366,250	
2	PC. AND PROVISIONAL SUMS.	PC 1	20,000	
	SUB TOTAL		2,386,250.	00
	Add 16% VAT		381,800	00
	GRAND TOTAL		2,768,050	00

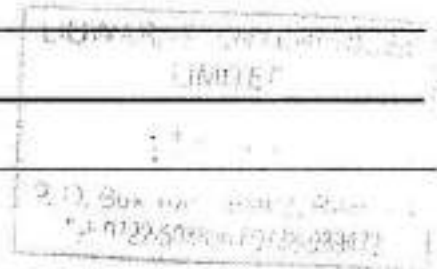
AMOUNT IN WORDS, KENYA SHILLINGS Two Million, Seven
Sixty Eight Thousand and Fifty Only.

MAIN CONTRACTOR LIGWARAS ENTERPRISES LIMITED

ADDRESS P.O. Box 100-40403 RAPAQI

SIGNATURE [Signature]

DATE 12/05/2020



GS 1

16

SECTION V
STANDARD FORMS

List of Standard Forms

- (i) Form of Invitation for Tenders**
- (ii) Form of Tender**
- (iii) Letter of Acceptance**
- (iv) Form of Agreement**
- (v) Form of Tender Security**
- (vi) Performance Bank Guarantee**
- (vii) Performance Bond**
- (viii) Bank Guarantee for Advance Payment**
- (ix) Qualification Information**
- (x) Tender Questionnaire**
- (xii) Details of Sub-Contractors**
- (xiii) Request for Review Form**

FORM OF INVITATION FOR TENDERS

_____ [date]

To: _____ [name of Contractor]
_____ [address]

Dear Sirs:

Reference: _____ [Contract Name]

You have been prequalified to tender for the above project.

We hereby invite you and other prequalified tenderers to submit a tender for the execution and completion of the above Contract.

A complete set of tender documents may be purchased by you from _____

_____ [mailing address, cable/telex/facsimile numbers].

Upon payment of a non-refundable fee of Kshs _____

All tenders must be accompanied by _____ number of copies of the same and a tender security in the form and amount specified in the tendering documents, and must be delivered to

_____ [address and location]

at or before _____ (time and date). Tenders will be opened immediately thereafter, in the presence of tenderers' representatives who choose to attend.

Please confirm receipt of this letter immediately in writing by cable/facsimile or telex.

Yours faithfully,

_____ Authorised Signature

_____ Name and Title

FORM OF TENDER

TO: MIGORI COUNTY [Name of Employer] 12/05/2020 [Date]
CONSTRUCTION OF KANGESO DISPENSARY TWIN STAFF HOUSE [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. _____ [Amount in figures] Kenya Shillings _____ [Amount in words]
- We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Employer's Representative's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.
- We agree to abide by this tender until 12/8/2020 [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 12th day of May 2020

Signature [Signature] in the capacity of DIRECTOR

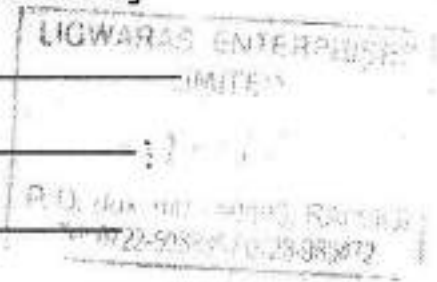
duly authorized to sign tenders for and on behalf of LIGWARAS ENTERPRISES LIMITED [Name of Tenderer] of P.O. Box 100 - BOMBO, RANGI [Address of Tenderer]

Witness; Name FREDRICK OBUKA

Address 174 BOMBO

Signature [Signature]

Date 12th MAY 2020



(Amend accordingly if provided by Insurance Company)

17

LETTER OF ACCEPTANCE
[letterhead paper of the Employer]

_____ [date]

To: _____
 [Name of the Contractor]

[Address of the Contractor]

Dear Sir,

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

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

Authorized Signature

Name and Title of Signatory

Attachment: Agreement

FORM OF AGREEMENT

THIS AGREEMENT, made the _____ day of _____ 20 _____ between _____ of [or whose registered office is situated at] _____ (hereinafter called "the Employer") of the one part AND _____ of [or whose registered office is situated at] _____ (hereinafter called "the Contractor") of the other part.

WHEREAS THE Employer is desirous that the Contractor executes

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

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.
 - (i) Letter of Acceptance
 - (ii) Form of Tender
 - (iii) Conditions of Contract Part I
 - (iv) Conditions of Contract Part II and Appendix to Conditions of Contract
 - (v) Specifications
 - (vi) Drawings
 - (vii) Priced Bills of Quantities/Priced Schedule of Rates [whichever is applicable]
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby

Covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

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

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

The common Seal of _____

Was hereunto affixed in the presence of _____

Signed Sealed, and Delivered by the said _____

Binding Signature of Employer _____

Binding Signature of Contractor _____

In the presence of (i) Name _____

Address _____

Signature _____

[ii] Name _____

Address _____

Signature _____

FORM OF TENDER SECURITY

WHEREAS(hereinafter called "the Tenderer") has submitted his tender dated for the construction of(name of Contract)

KNOW ALL PEOPLE by these presents that WE having our registered office at(hereinafter called "the Bank"), are bound unto(hereinafter called "the Employer") in the sum of Kshs..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this Day of20.....

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers
Or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the said date. _____

[date]

[signature of the Bank]

[witness]

[seal]

PERFORMANCE BANK GUARANTEE

To: _____ (Name of Employer) _____ (Date)
_____ (Address of Employer)

Dear Sir,

WHEREAS _____ (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ (hereinafter called "the Works");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Kshs. _____ (amount of Guarantee in figures) Kenya Shillings _____ (amount of Guarantee in words), and we undertake to pay you, upon your first written demand and without civil or argument, any sum or sums within the limits of Kenya Shillings _____ (amount of Guarantee in words) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change, addition or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any change, addition, or modification.

This guarantee shall be valid until the date of issue of the Certificate of Completion.

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Address _____

Date _____

(Amend accordingly if provided by Insurance Company)

PERFORMANCE BOND

By this Bond, We _____ of (or whose registered office is situated at) _____ as Principal (hereinafter called "the Contractor") and _____ of [or whose registered office is situated at] _____ as Surety (hereinafter called "the Surety"), are held and firmly bound unto

_____ of [or whose registered office is situated at] _____

as Obligee (hereinafter called "the Employer") in the amount of Kshs. _____ [amount of Bond in figures] Kenya Shillings _____

[amount of Bond in words], for the payment of which sum well and truly, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a Contract with the Employer dated the _____ day of _____ 20 _____ for the execution of _____

[name of Contract] in accordance with the Contract documents, Specifications and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

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

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

The term "Balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by the Employer to the Contractor under the Contract, less the amount properly paid by the Employer to the Contractor; or

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

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

Any suit under this Bond must be instituted before the expiration of one year from the date of issuance of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors and assigns of the Employer.

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

20_____

SIGNED ON _____ SIGNED ON _____

On behalf of _____ On behalf of _____
[name of Contractor] *[name of Surety]*

By _____ By _____

In the capacity of _____ In the capacity of _____

In the presence of; Name _____ In the presence of; Name _____

Address _____ Address _____

Signature _____ Signature _____

Date _____ Date _____

BANK GUARANTEE FOR ADVANCE PAYMENT

To: _____ [name of Employer] _____ (Date)
_____ [address of Employer]

Gentlemen,

Ref: _____ [name of Contract]

In accordance with the provisions of the Conditions of Contract of the above-mentioned Contract, We, _____ [name and Address of Contractor] (hereinafter called "the Contractor") shall deposit with _____ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Contract in an amount of Kshs. _____ [amount of Guarantee in figures] Kenya Shillings _____ [amount of Guarantee in words].

We, _____ [bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ [name of Employer] on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding Kshs _____ [amount of Guarantee in figures] Kenya Shillings _____ [amount of Guarantee in words], such amount to be reduced periodically by the amounts recovered by you from the proceeds of the Contract.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between _____ [name of Employer] and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

No drawing may be made by you under this guarantee until we have received notice in writing from you that an advance payment of the amount listed above has been paid to the Contractor pursuant to the Contract.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until

_____ (name of Employer)
receives full payment of the same amount from the Contract.

Yours faithfully

Signature and Seal _____

Name of the Bank or financial institution _____

Address _____

Date _____

Witness: Name: _____

Address: _____

Signature: _____

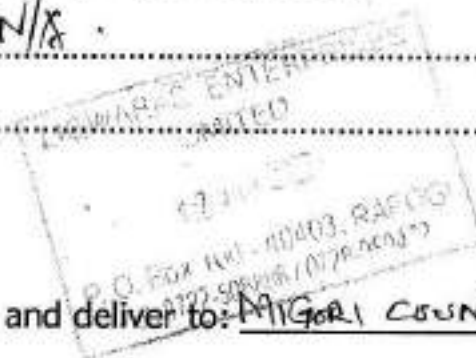
Date: _____

TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of tenderer;
..... LIGNARAS 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 100-10403, RAPOGI
3. Telephone number (s) of tenderer;
..... 0722 508886 / 0728 989472
4. Telex of tenderer;
..... Email: lignaras@yahoo.com
5. Name of tenderer's representative to be contacted on matters of the tender during the tender period;
..... ROBERT 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



[Handwritten Signature]

Signature of Tenderer

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

18

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 – General

Business Name LIGWARAS ENTERPRISES LIMITED

Location of business premises; Country/Town RAPOGI

Plot No. 032/2003 Street/Road RAPOGI-ORIA

Postal Address 106-40403 Tel No. 0722 588886/0722 8989472

Nature of Business CONSTRUCTION & GENERAL SUPPLIES

Current Trade Licence No..... Expiring date 31/12/2020

Maximum value of business which you can handle at any time: KShs
pound 10,600,000

Name of your bankers KCB

Branch MARALAL

Part 2 (a) – Sole Proprietor

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

Nationality..... Country of Origin.....

Citizenship details

Part 2 (b) – Partnership

Give details of partners as follows:

	Name in full	Nationality	Citizenship Details	Shares
1	<u>ROBERT KASERA</u>	<u>KENYAN</u>	<u>BIRTH</u>	<u>20,000</u>
2	<u>MOSES OCHIENG</u>	<u>"</u>	<u>"</u>	<u>50,000</u>
3	<u>DENISH OGWU</u>			<u>10,000</u>



19

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

REPUBLIC OF KENYA



COUNTY GOVERNMENT OF MIGORI

Telegrams: "MIGORI COUNTY" Migori
Tel: +254-059-20928
E-mail: migoricountygov@gmail.com

MIGORI COUNTY
P.O BOX 195-40400
SUNA-MIGORI, KENYA

26th May, 2020

M/S LIGWARAS ENTERPRISES LTD
P. O. BOX
SUNA- MIGORI

Dear Sir/Madam,

**RE: PROPOSED CONSTRUCTION OF STAFF HOUSE AT KANGESO
DISPENSARY NEGOTIATION NO: 784981**

We refer to your bid published on 18th May 2020, and are glad to inform you that your application for the proposed Construction of staff House at Kangeso Dispensary has been accepted at your tender. Sum of Kshs 2,768,050 (Two Million, Seven Hundred and Sixty Eight Thousand and Fifty Only) inclusive of all taxes.

Your formal acknowledgement of this offer should be submitted to the undersigned within fourteen (14) days from the date herein.

A formal contract shall be signed before commencement of works.

Yours faithfully,



**PHELEU MATWA
CHIEF OFFICER, PUBLIC HEALTH
COUNTY GOVERNMENT OF MIGORI**

3RD /JUNE/2020

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

Dear Sir/ Madam:

**RE: ACCEPTANCE LETTER FOR CONTRACT NEGOTIATION NO: 78498-
CONSTRUCTION OF STAFF HOUSE AT KANGESO DISPENSARY.**

We refer to the above and subsequent to your letter of award dated 26th May 2020, we hereby submit acceptance to the offer as indicated in your letter. We accept the letter as per its contents to construct the said dispensary at a contract sum of Kenya Shillings Two Million, Seven Hundred and Sixty Eight Thousand and Fifty (**Kshs 2,768,050/-**) only inclusive of all taxes.

We thank you in anticipation as we look forward to work together in the execution of the project.

Yours faithfully,



Director.

Ligwaras Enterprises limited

REPUBLIC OF KENYA



COUNTY GOVERNMENT OF MIGORI

CONTRACT DOCUMENT

BETWEEN

COUNTY GOVERNMENT OF MIGORI

AND

M/S LIGWARAS ENTERPRISES LTD

P. O. BOX 2532

KISUMU

CGM/PH/Q42/176/2019-2020

PROPOSED CONSTRUCTION OF STAFF HOUSE AT KANGESO
DISPENSARY

19TH JUNE, 2020

CONTRACT AGREEMENT BETWEEN

Parties:

COUNTY GOVERNMENT OF MIGORI (*Employer*)

AND

M/S LIGWARAS ENTERPRISES LTD (CONTRACTOR)

Date: 10TH JUNE, 2020

CONTRACT AGREEMENT

THIS AGREEMENT Made on the 10TH OF JUNE, 2020 between the COUNTY GOVERNMENT OF MIGORI P.O BOX 195-40400, MIGORI, KENYA (herein after called the Employer) of/or whose office is situated in Migori Town on the one part and M/S LIGWARAS ENTERPRISES LTD P.O.BOX 2532 (whose office is situated in Kisumu town) herein after called the supplier on the other part.

WHEREAS the County Government of Migori is desirous that certain works shall be offered, viz(**PROPOSED CONSTRUCTION OF TWIN STAFF HOUSE AT KANGESO DISPENSARY**) and has accepted a Bid by the supplier for the same at a cost of Kshs 2,768,050 (**Two million, Seven Hundred and Sixty Eight thousand, And Fifty Shillings only**). All taxes inclusive.

NOW THIS AGREEMENT WITNESSETH as follows:

1. IN THIS Agreement 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 read and constructed 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
 - g) The priced Bill of Quantities
 - h) Any other Document(s) that may be found fit to form part of this 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, hereby covenants with the Contractor to execute the works in conformity in all respects with the provision of the Contract.

All payments shall be done in Kenyan Shilling

4. **Agreement**-The Employer hereby covenants to pay the Contractor, in consideration of execution of the proposed provision and contract price at the time and in the manner prescribed in the contract (**PROPOSED CONSTRUCTION OF STAFF HOUSE AT KANGESO DISPENSARY**)

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

6. **Contract Period**- shall be 120 days from date of commencement notification.

7. **Contract Completion Date**- shall be extended if an occurrence arises which makes it impossible for completion to be achieved by the Intended Completion Date. It can only be done upon request by the contractor prior to the date of completion.

8. Contract Termination

- i. The Employer or the Contractor may give notice of the termination in writing 60 days prior.
- ii. Refusal to carry out the provision as required under the contract without written communication shall be a fundamental breach of contract.

9. Dispute Resolution

- i. The parties agree that avoidance or early resolution of dispute 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 contractor its interpretation.
- ii. Any dispute between the parties as to matters arising pursuant to this contract that cannot be settled amicably within (30) days after receipt by one part of the part of the other party's request for such amicable

settlement may proceed to settle the same in a competent court of court of law in Kenya.

WITNESS WHERE OF the parties have hereto have 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

Name PHILIP CARINA MATHWA
(CHIEF OFFICER, PUBLIC HEALTH)

Signature



CONTRACTOR

For the said contractor

Bima Bhai
(Name)

(Sign) [Signature]

In the Capacity of

Director

In the presence of

Jack Outhi
(Name)

(Sign) [Signature]

Official Rubber Stamp



Date

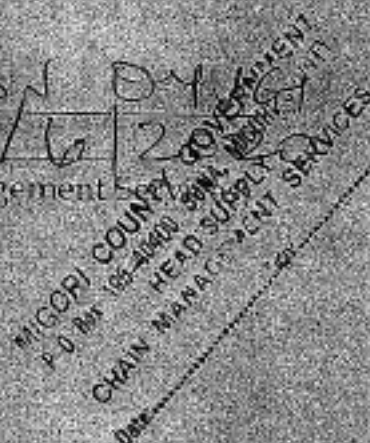
10/6/2020

COUNTER SIGNED

In the presence of

HERBON OYI
(Sign) [Signature] Date 10/6/2020

(Director, Supply Chain Management)





REPUBLIC OF KENYA
PURCHASE ORDER

TO: MWAKAS ENTERPRISES
LIMITED
HOSPITAL ROAD
P.O. BOX 14
WAMBA

Purchase Order No. 397
Date 11/06/2020
Currency KES
Release No.

MIGORI COUNTY

Please terms and conditions apply below: MIGORI HEALTH SERVICES MIGORI COUNTY, KENYA on terms and conditions stated below of this Order, on or before 11/06/2020.
And send the invoice amount to: PAY ANYA COUNTY DEPARTMENT MIGORI HEALTH SERVICES, MIGORI COUNTY, KENYA.

Line No.	Item Type	Item Code	Category	Description	UOM	Qty	Price	Line Total	Account Combination	Req No	Quot No	Centr No
01	Goods	W200128	15	CONSTRUCTION OF STAFF HOUSE AT KANESO/	Each	1	2788050.00	2788050.00	1-5160519800010100001001-040016160-3110002-51600001000			
TOTAL								2788050.00				

Signature
Designation
Print Name
Date

[Handwritten Signature]
Migori County
11/06/2020

Signature
Date

MIGORI COUNTY
11 JUN 2020
A/E HOLDER

MIGORI COUNTY GOVERNMENT
P.O. Box 100, 44001, Migori County
HEAD SUPPLY
CHAIN MANAGEMENT SERVICES


REPUBLIC OF KENYA
PURCHASE ORDER

Page 2 of 2

CONDITIONS APPLICABLE TO THIS ORDER

For Goods:

1. The execution of all or part of this order is subject to the following conditions unless otherwise stated in writing. The Procuring Entity reserves the right to reject any supplies not conforming to these conditions.
2. All goods covered by this order are to be met strictly in accordance with samples/specifications/schedule of requirements/technical specifications submitted with your quotation/border and accepted as the standard of supply. No alterations in any respects are permitted without the prior agreement of the procuring entity in writing.
3. Deliveries must be made within the accepted delivery period stipulated for and specified in this order unless agreement has been reached and written confirmation given of any alteration. If the delivery of the goods is not effected within the period, this order may be cancelled without notice to the procuring entity or alternatively supply may be obtained from other sources and you will be liable to defray any additional costs such action would incur.
4. All articles, material, workmanship or services covered by this order shall be the subject of procuring entity inspection and test at all times before, during or after completion.
5. The supplier warrants that all articles, material or service furnished or performed to be free from defect of material or workmanship and this warranty shall survive any inspection, delivery, acceptance or payment by the procuring entity of the article, material or workmanship.
6. Goods rejected on any grounds will be returned to originator by the supplier at his own expense.
7. Goods are to be consigned to the address (es) shown on the order and the cost are to be included in the price quoted. Any other charges or similar charges incurred through the supplier's liability will be recovered from the supplier.
8. The prices shown include the satisfactory packaging and packing of the goods to enable safe transport and other or similar insurance sufficient to cover and insure handling and over storage in stores.
9. The No.2 copy of this Order constitutes an acceptance of this order and must be signed and returned to the issuing office within 14 days. Failure to comply may be taken as non-acceptance and the order is liable to cancellation.
10. Any amendment to this order will be made in writing by the originator and communications or enquiries relative to the order or subsequent amendment must be addressed to him.

For Services:

The execution of all or part of this order is subject to the following conditions unless otherwise stated in writing. A contractor who rendered services contrary to these conditions does so at his own risk.

1. All services are to be carried out strictly in accordance with specifications given. No departure is allowed without prior agreement and in writing.
2. Orders must be executed within the period stipulated unless variations are given to the contrary. If the service is not effected as agreed, this order is liable for cancellation and/or payment of penalty.
3. We reserve the right to inspect the services on this order, but such inspection, does not relieve the contractor of his responsibility for defects in material and/or workmanship.
4. Receipt of this Order should be acknowledged on the duplicate copy which should be sent within 7 days.

All communications to be addressed to the originator of this Order.

Distribution of Copies

- Original To be retained by supplier
Duplicate To be filed by supplier and returned for attachment to contract documents
Triplicate To be attached to P.V. and invoice for payment purposes.
Quadruplicate: To remain in the job.