

REPUBLIC OF KENYA



COUNTY GOVERNMENT OF MIGORI

TENDER NO: CGM/PH/Q42/336/2019-2020

IFMIS NEGOTIATION NO:794976-2019/2020

**TENDER DESCRIPTION: PROPOSED COMPLETION OF YAGO
DISPENSARY**

COUNTY GOVERNMENT OF MIGORI

P.O. BOX 195 -40400

SUNA-MIGORI

LICHAKAS ENTERPRISES LIMITED
P. O. Box 2532-40100,
KISUMU
Tel: 0722-508896 / 0728-989472

CLOSING DATE:

30TH APRIL, 2020 10.00 AM LOCAL TIME

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SECTION III CONDITIONS OF CONTRACT				12
ITEM	DESCRIPTION	PAGE	CONTRACTOR SUM	PAGE
	APPENDIX TO CONDITIONS OF CONTRACT		SHS. 15 CTS	
1	SECTION IV SPECIFICATIONS, DRAWINGS AND TOTAL FOR BUILDING WORKS	L 19	N/A	
	BILLS OF QUANTITIES/SCHEDULE OF RATES		26	
2	SECTION IV INO. 2 STANDARD FORMS	L 19	N/A	28
3	EXTERNAL WORKS	E 7	606,175.00	00
4	PLACENTA PIT	P1	N/A	
5	PC. AND PROVISIONAL SUMS.	PC 1	150,000.00	00
	TOTAL			
	ADD 16% VAT			
	GRAND TOTAL		756,175	00

AMOUNT IN WORDS, Seven fifty six, One seventy
Five only

MAIN CONTRACTOR Ligwaras Enterprises Limited
 ADDRESS P.O. Box 100-40403, Repagi

LIGWARAS ENTERPRISES LIMITED
 P.O. Box 2532-40100,
 KISUMU
 Tel: 0722-508886 / 0728-969472

PROPOSED COMPLETION OF YAGO DISPENSARY

Item	Description	Quantity	Unit	Rate	Amount
<u>REPAIR WORKS</u>					
<u><i>Doors and Windows</i></u>					
A	Supply and fix 900 x 2100 mm standard steel casement door in single leaf complete with 50x50x3mm fixed angle frame size (2100mm high including 900mm middle rail for 300mm high fanlight) complete with 2.5mm chequered plate built into panel, 3x200mm lockable tower bolt, hinges, one black oxide coat primer assembled and fixed to opening including cutting & pinning lugs & bedded in cement sand mortar (1:4) to brick wall	2	NO	50,000	100,000
B	45mm thick wooden panel door overall size 1000 x 2100 in double leaf	1	NO	34,275	34,275
C	45mm thick semi solid core, single leaf flush door overall size 820 x 2100 high faced both sides with	3	NO	20,000	60,000
D	Provide and fix 3 Lever mortise door lock complete with door furniture	11	NO	8,500	93,500
E	4mm thick clear sheet glass and glazing in panes	10	SM	1,300	13,000
F	0 – 0.5m ² with putty.	43	NO	300	12,900
	Supply and fix stays fasteners to existing windows				
				Sh.	313,675
Carried to collection on page.....					

LICWABAS ENTERPRISES LIMITED
 P.O. Box 2532-40100,
 KISUMU
 Tel: 0722-508888 / 0728-989472

Item	Description	Quantity	Unit	Rate	Amount
	<u>REPAIR WORK CONTD'</u>				
	<u>Painting</u>				
	<i>Prepare and apply two coats of silk vinyl paint to :-</i>				
A	walls internally	275	SM	480	132,000
B	Ditto walls externally	150	SM	450	67,500
C	Knot ,prime and apply three coats of first quality gloss oil paints to surfaces of fascia board	90	SM	450	40,500
D	<i>Prime stop and two coats gloss oil paint</i>	40	SM	450	18,000
E	Doors overally	28	SM	450	12,600
F	Ditto Windows overally	67	SM	450	30,150
	Prepare, prime, stop and apply first grade Roof paint to surfaces of roof cover				
				Sh.	292,500
	Carried to collection on page.....				

LIGWARAS ENTERPRISES LIMITED
P. O. Box 2532-40100,
KISUMU
Tel: 0722-508886 / 0728-989472

Item	Description	Amount
	<p style="text-align: center;">COLLECTION</p> <p>Brought forward from Page 3</p> <p>Brought forward from Page 4</p>	<p style="text-align: right;">313,676.00</p> <p style="text-align: right;">292,508.00</p>
	<p style="text-align: center;">TOTAL FOR PROPOSED REPAIR WORKS AT YAGO DISPENSARY CARRIED TO GRAND SUMMARY</p>	<p style="text-align: right;">606,175/-</p>

CHAMBERLAIN ENTERPRISES LIMITED
 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100
 01475-...

	<i>PRIME COST(PC) AND PROVISIONAL SUM</i>	
1.	Allow a prime cost sum of Kenya shillings Twenty thousand (Kshs20,000.00) only for project management	20,000.00
2.	Allow Kenya shillings Fifty thousand (Kshs.50,000.00)only for electrical works	50,000.00
3.	Allow for Kenya shillings eighty thousand (Kshs.80,000.00)only for sealing of all leakages on roof with approved material.	80,000.00
	TOTAL	150,000.00

GENERAL GRAND SUMMARY PAGE

ITEM	DESCRIPTION	PAGE	PROJECT SUM	
			KSHS.	CTS
1	BUILDERS WORKS	5	606,175	
2	PRIM PRIME COST(PC) AND PROVISIONAL SUM	6	150,000	00
	SUB TOTAL 1		756,175	00
	ADD 16% VAT		120,988	00
	GRAND TOTAL FOR TOTAL FOR PROPOSED REPAIR WORKS AT YAGO DISPENSARY CARRIED TO FORM OF TENDER		756,175	00

AMOUNT IN WORDS:
KENYA SHILLINGS

Seven Fifty Six Thousand, One
Seventy Five only.

MAIN CONTRACTOR

LIGWARAS ENTERPRISES LIMITED

ADDRESS

P.O. Box 150-40403, RABEE

SIGNATURE

[Signature]

LIGWARAS ENTERPRISES LIMITED
P. O. Box 2532-40100,
KISUMU
Tel: 0722-508886 / 0728-989472

DATE

28th April 2000

WITNESS

NAME

Bima Bhai

SIGNATURE

[Signature]

DATE _____

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

28th April 2020 [date]

To: Lignaval Enterprises Limited [name of Contractor]
P.O. Box 100-40403 [address]
Rapogi

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 Government [Name of Employer] 28th April 2020 [Date]
Lignaras Enterprises Ltd. [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. 756,175.00 [Amount in figures] Kenya Shillings Seven fifty six Thousand, One hundred and Seventy Five only. [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 _____ [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 28th day of April 2020.

Signature [Signature] in the capacity of Director

duly authorized to sign tenders for and on behalf of
Lignaras Enterprises Limited [Name of Tenderer]
P.O. Box 100-40403 Rongai [Address of Tenderer]

Witness; Name Bima Bhai

Address P.O. Box 263, Fane - Awanda

Signature [Signature]

Date 28th April 2020

(Amend accordingly if provided by Insurance Company)



LETTER OF ACCEPTANCE
[letterhead paper of the Employer]

_____ [date]

To: _____
[Name of the Contractor]

[Address of the Contractor]

Dear Sir,

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

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

Authorized Signature

Name and Title of Signatory

Attachment: Agreement

FORM OF 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
registered office is situated at] _____ whose
(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 Oblige (hereinafter called "the Employer") in the amount of _____ of Kenya Shillings

Kshs. _____ [amount of Bond in figures]

[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

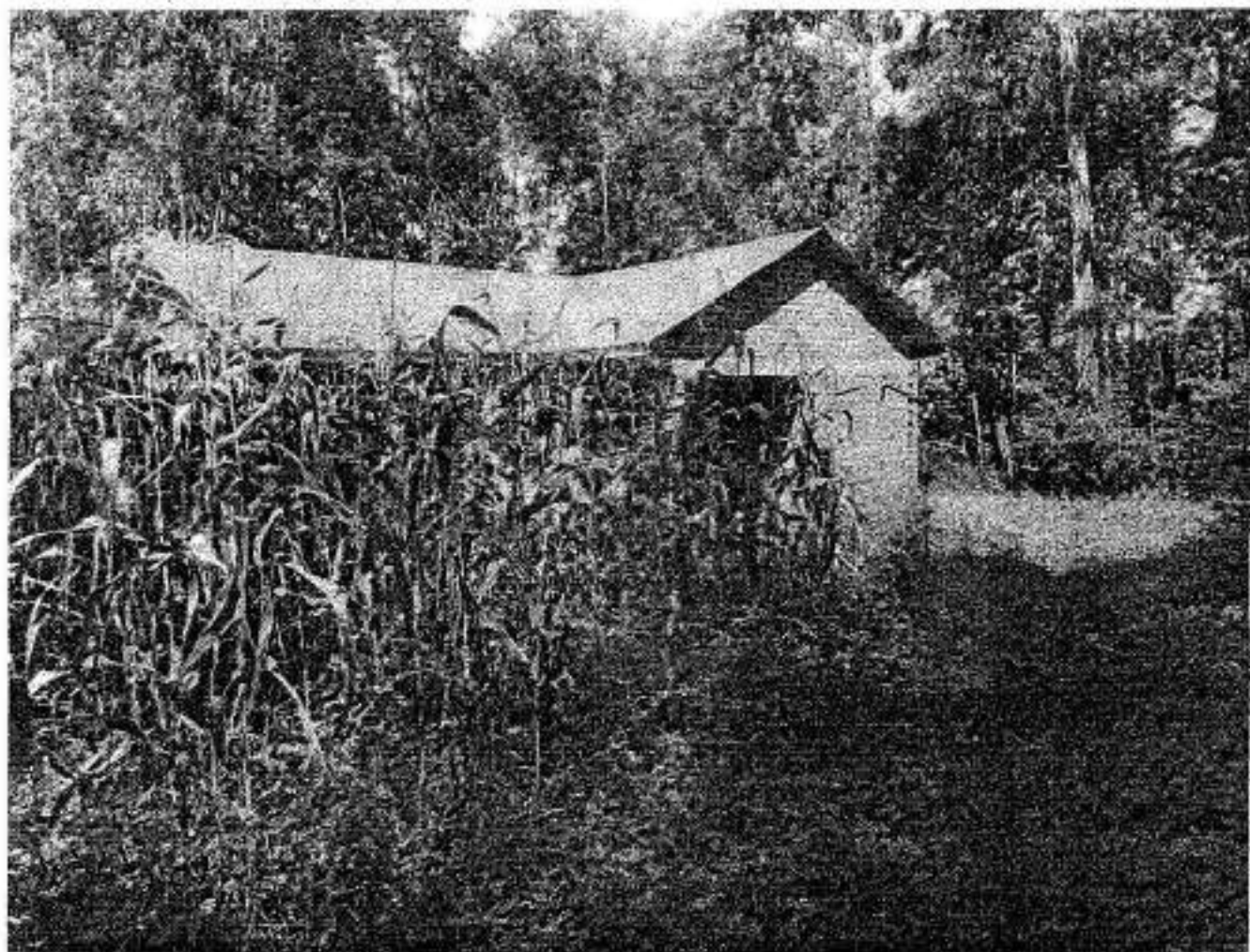
Please fill in block letters.

1. Full names of tenderer;
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, Rapsigi.
3. Telephone number (s) of tenderer;
0722508886 / 0728989472
4. Telex of tenderer;
ligwaras@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.

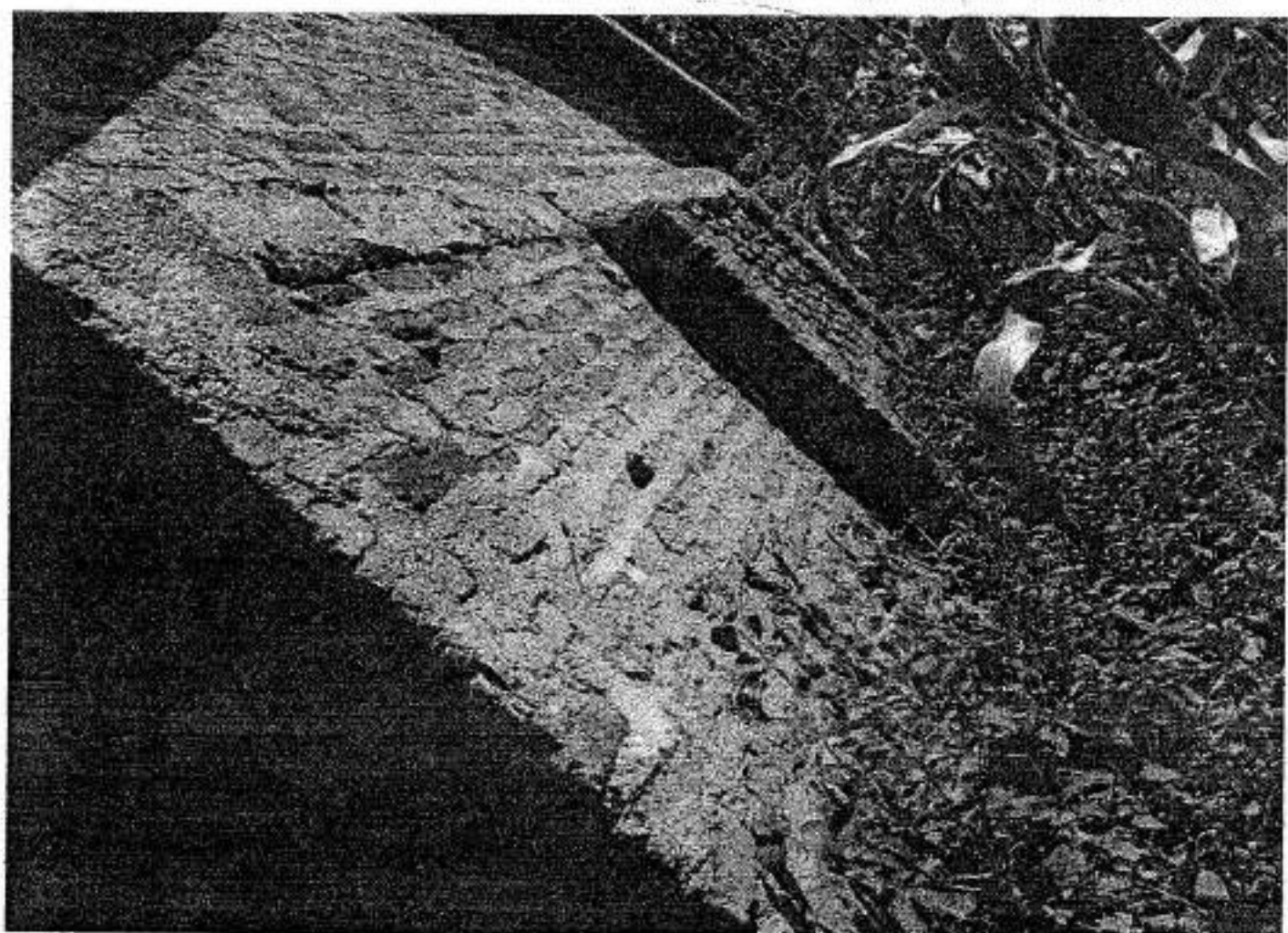
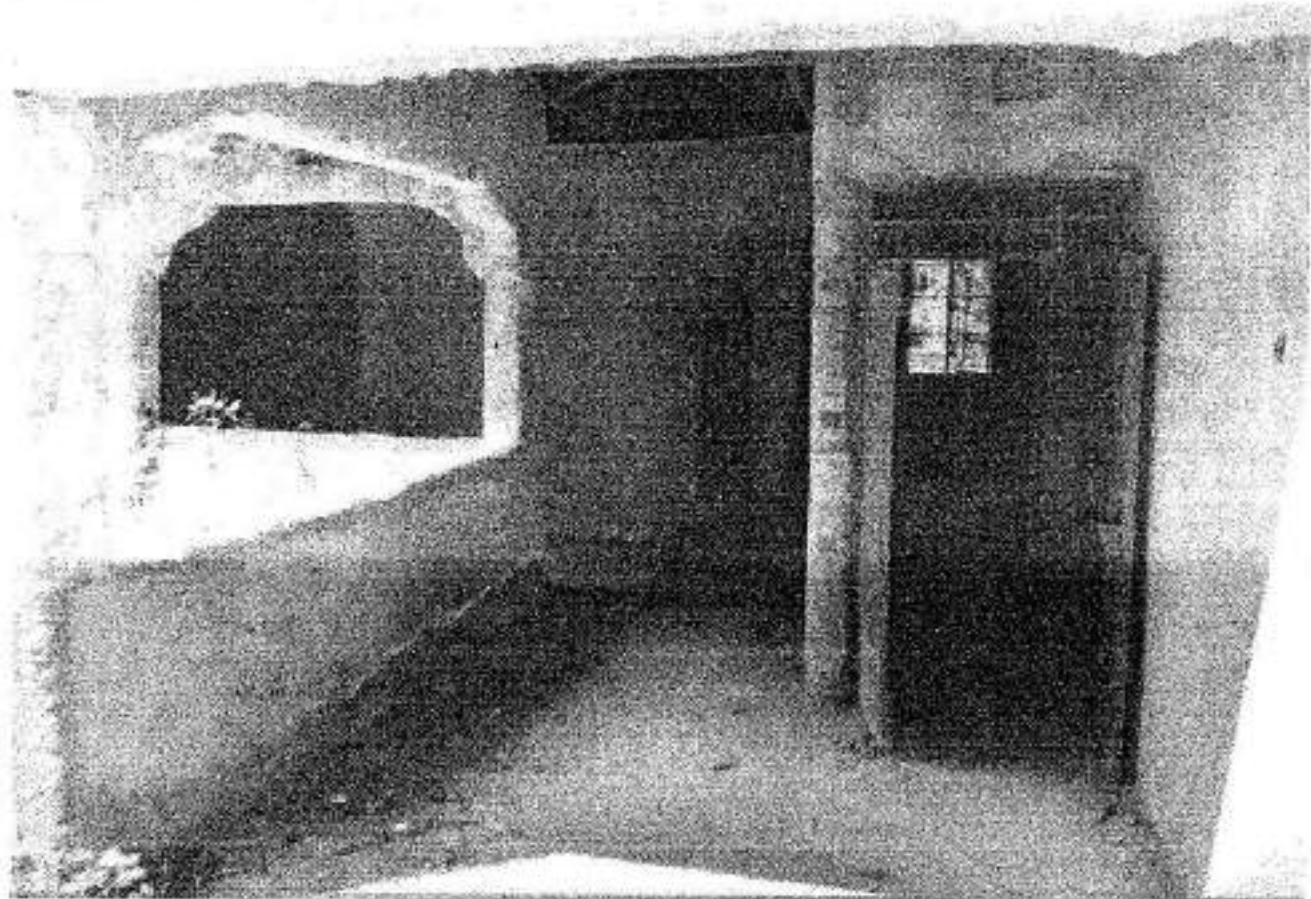
LIGWARAS ENTERPRISES LIMITED
P.O. Box 2532-40100.
KISUMU
Tel: 0722-508886 / 0728-989472

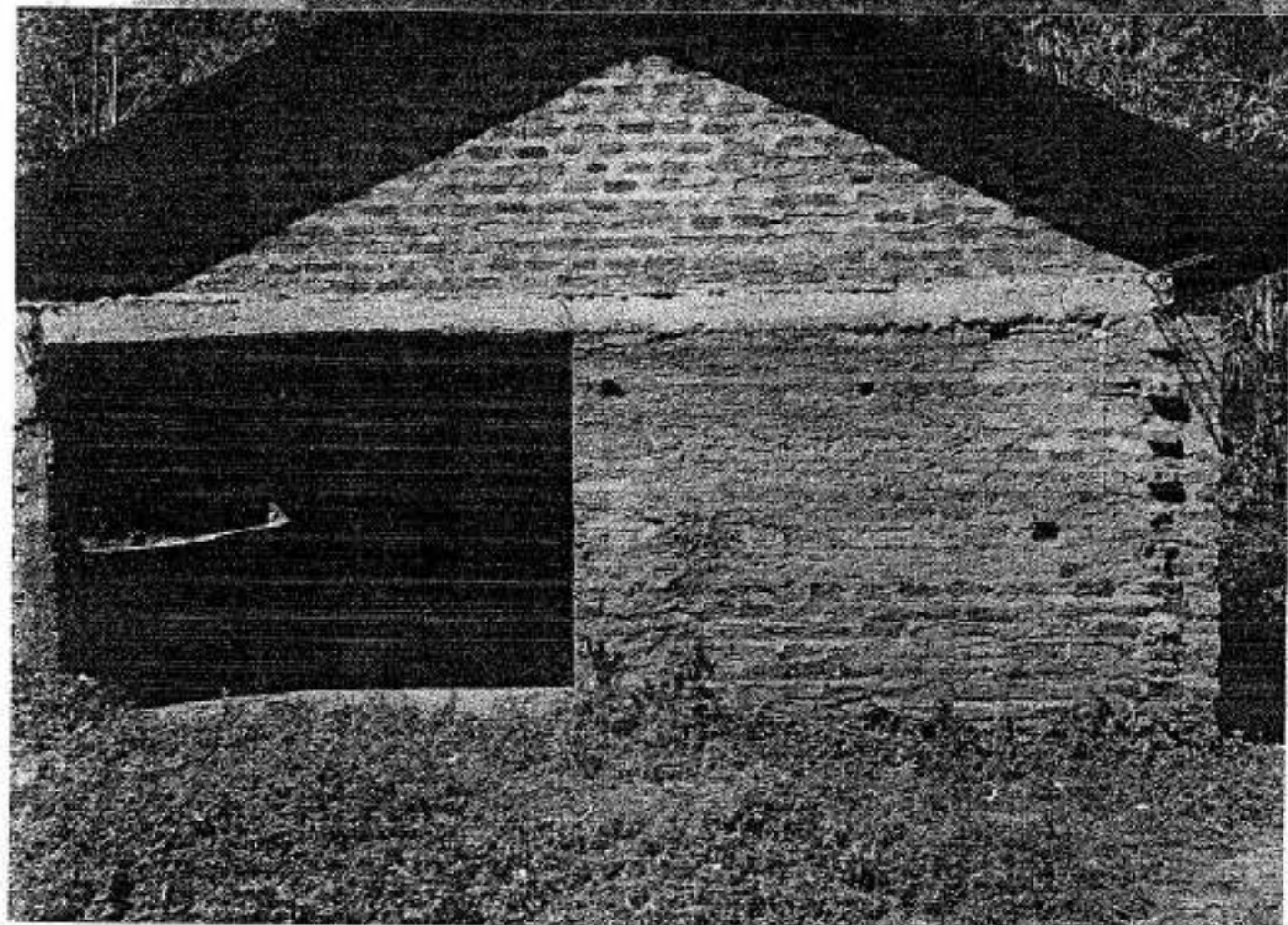
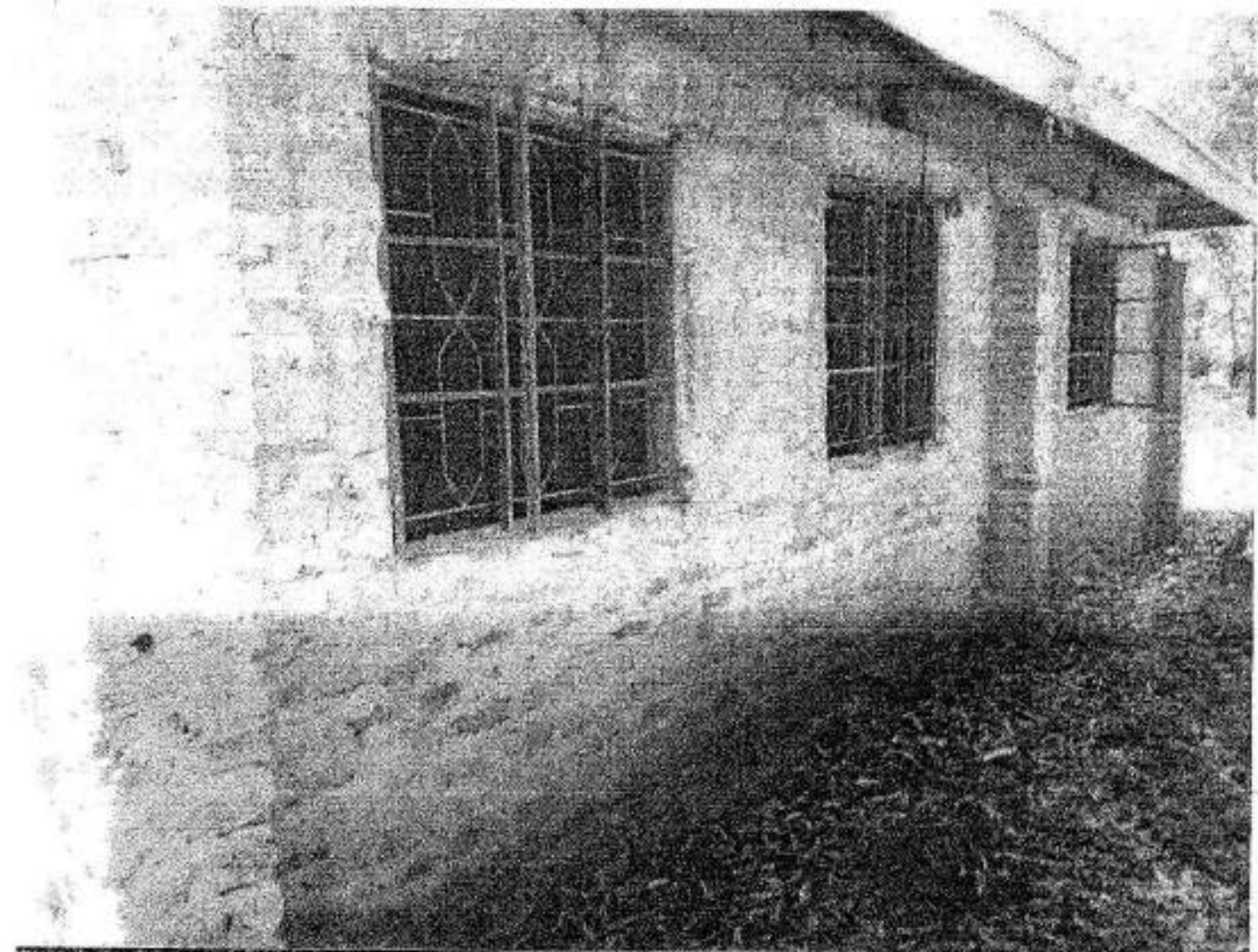
Robert Kasera 28th April 2020.
Signature of Tenderer

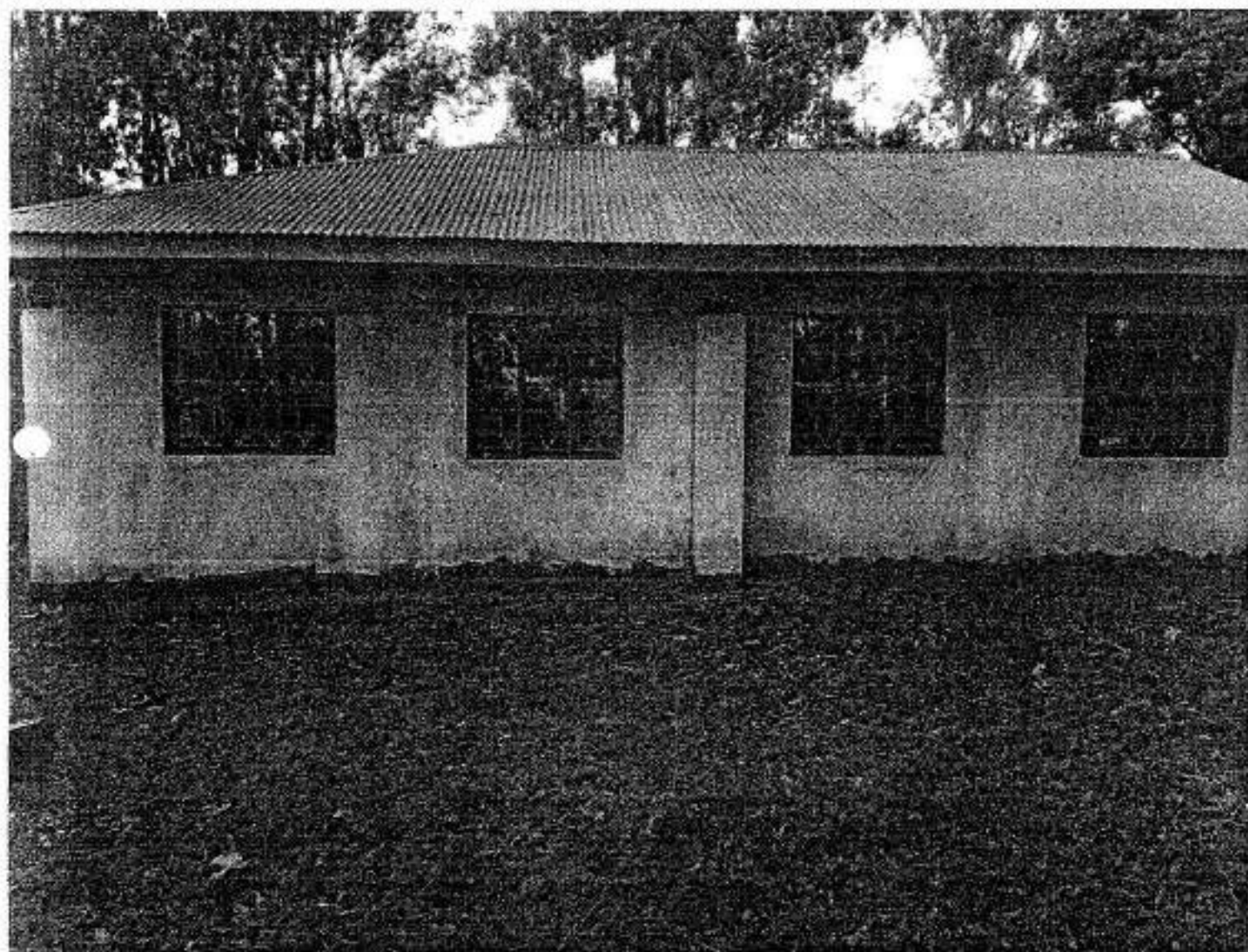
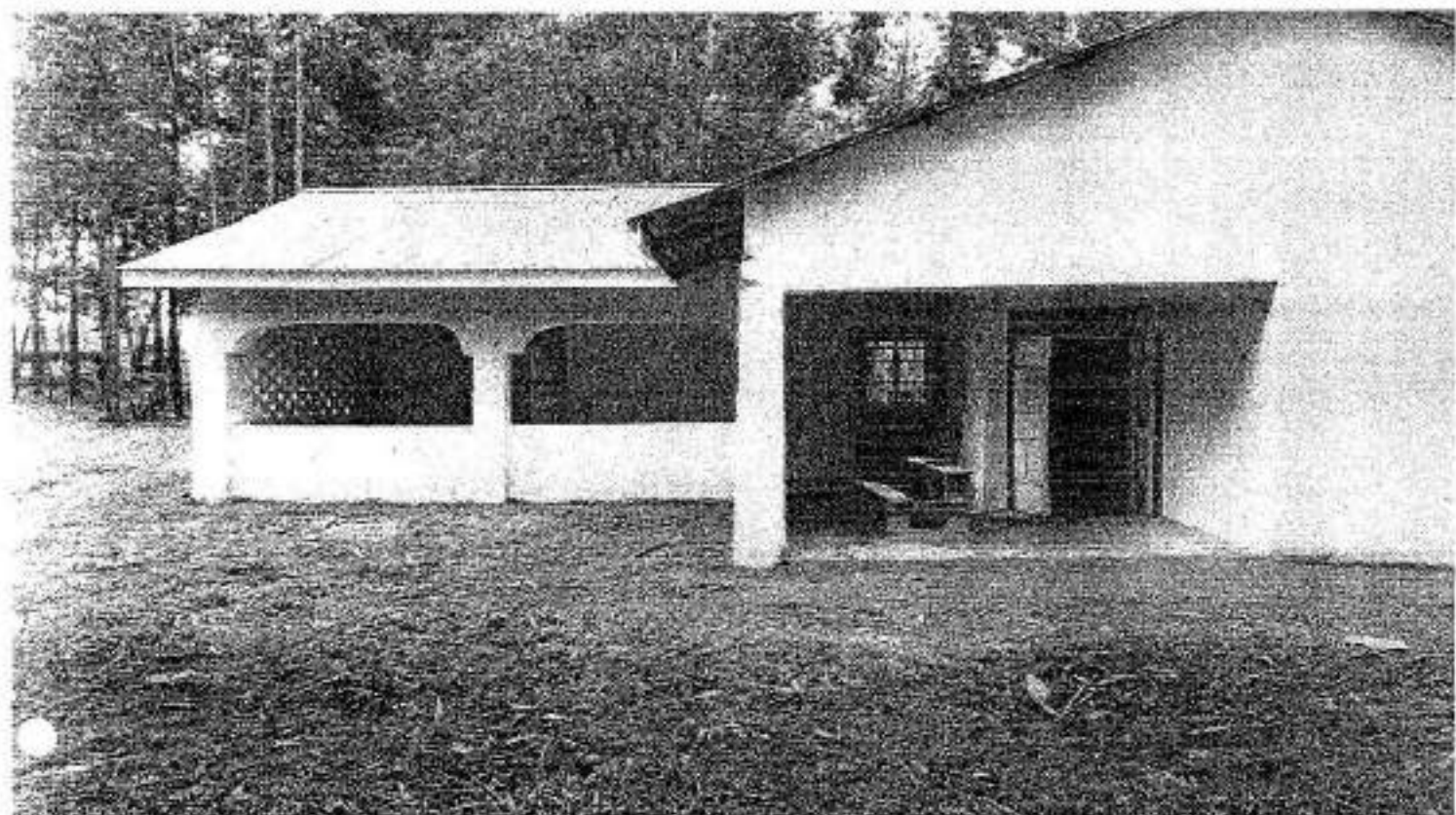
Make copy and deliver to: Migori County Government (Name of Employer)

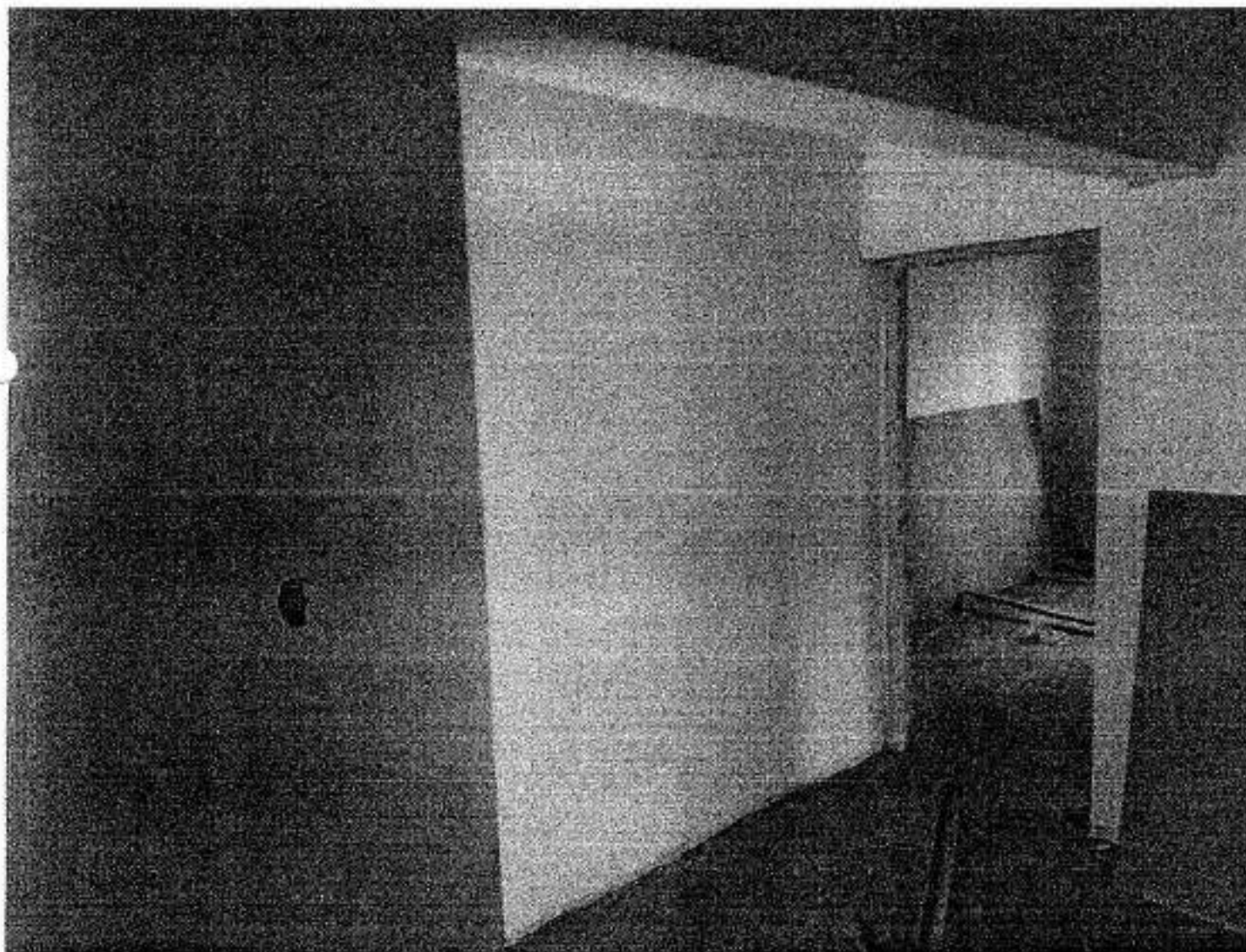
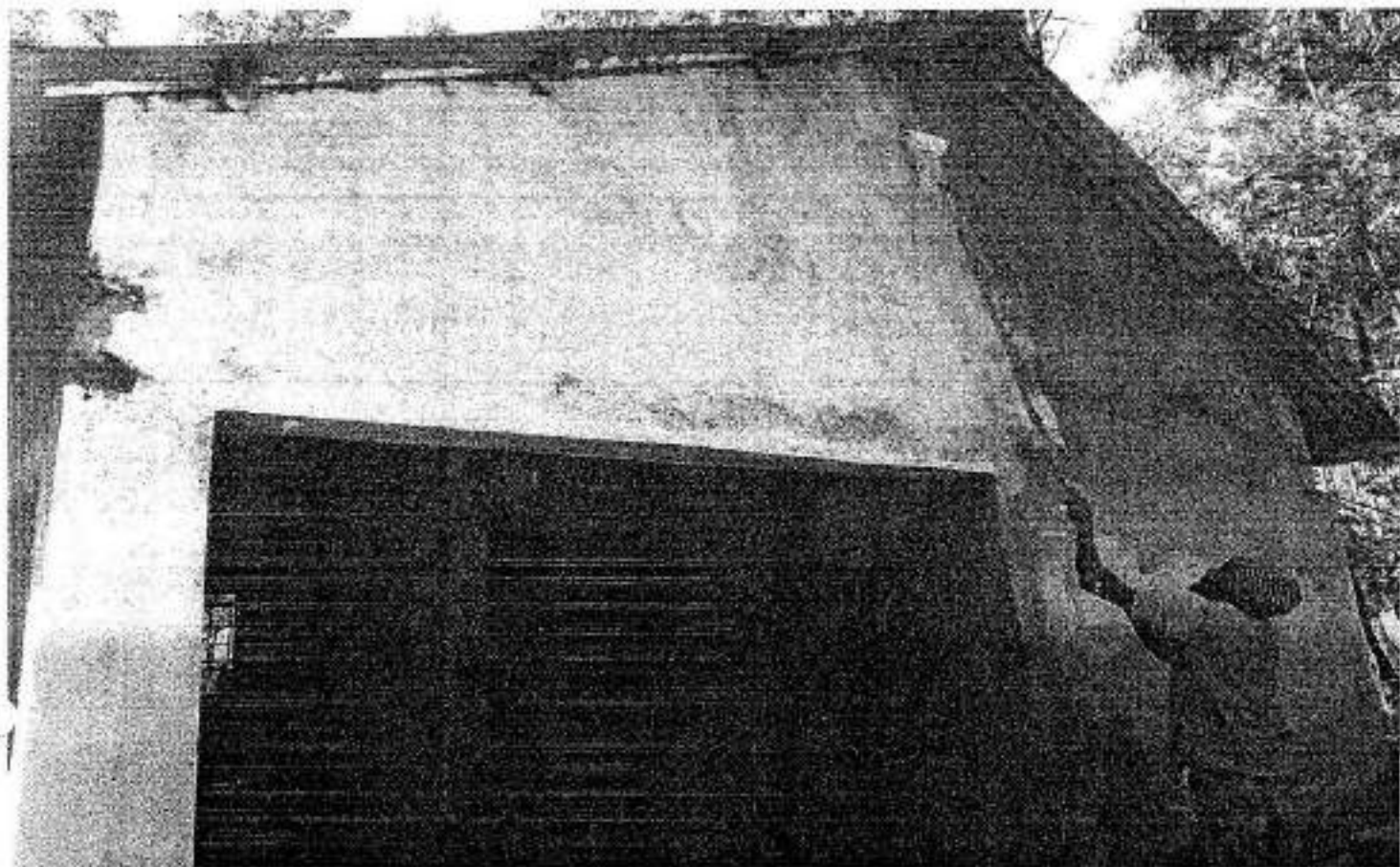


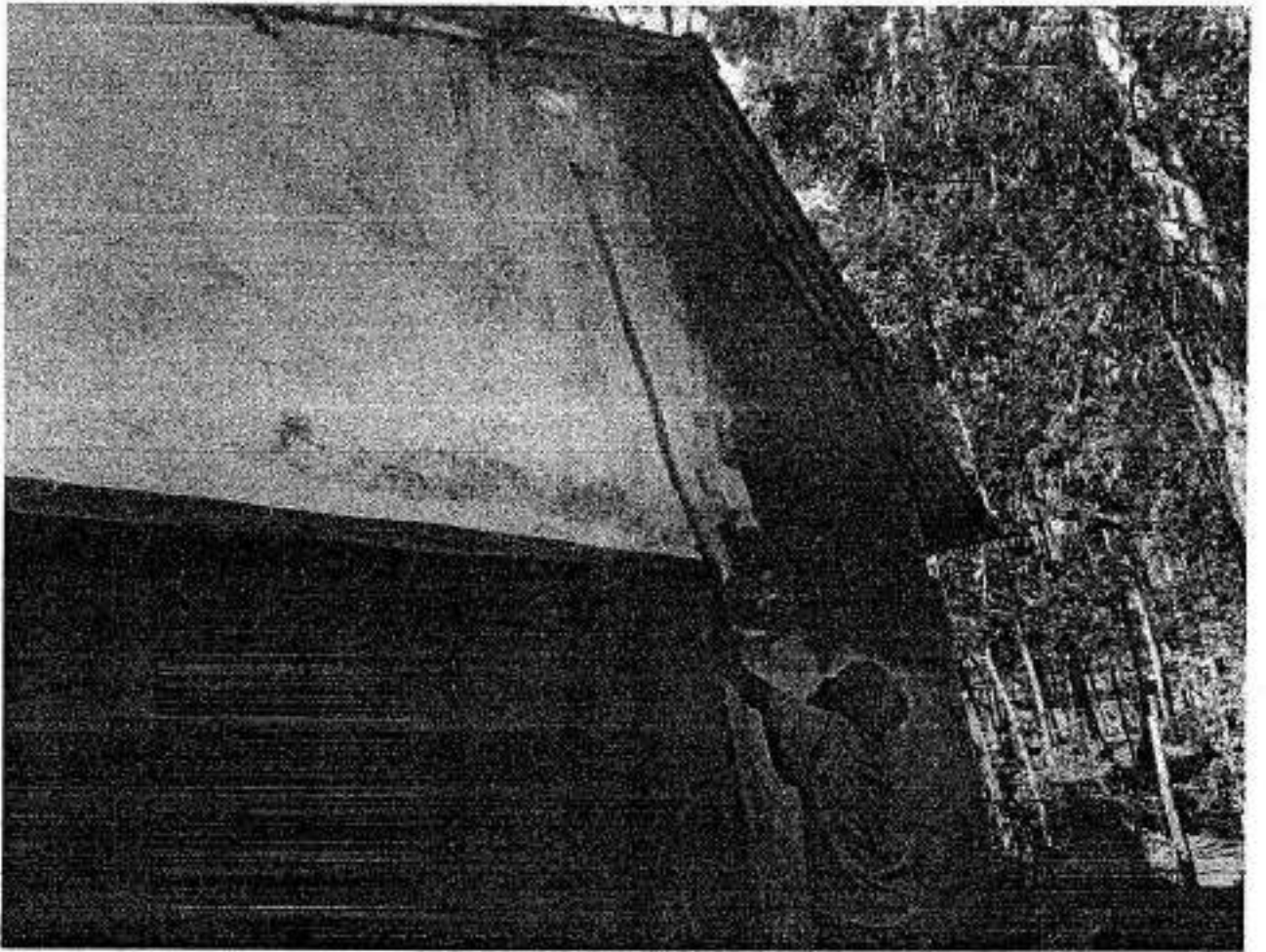
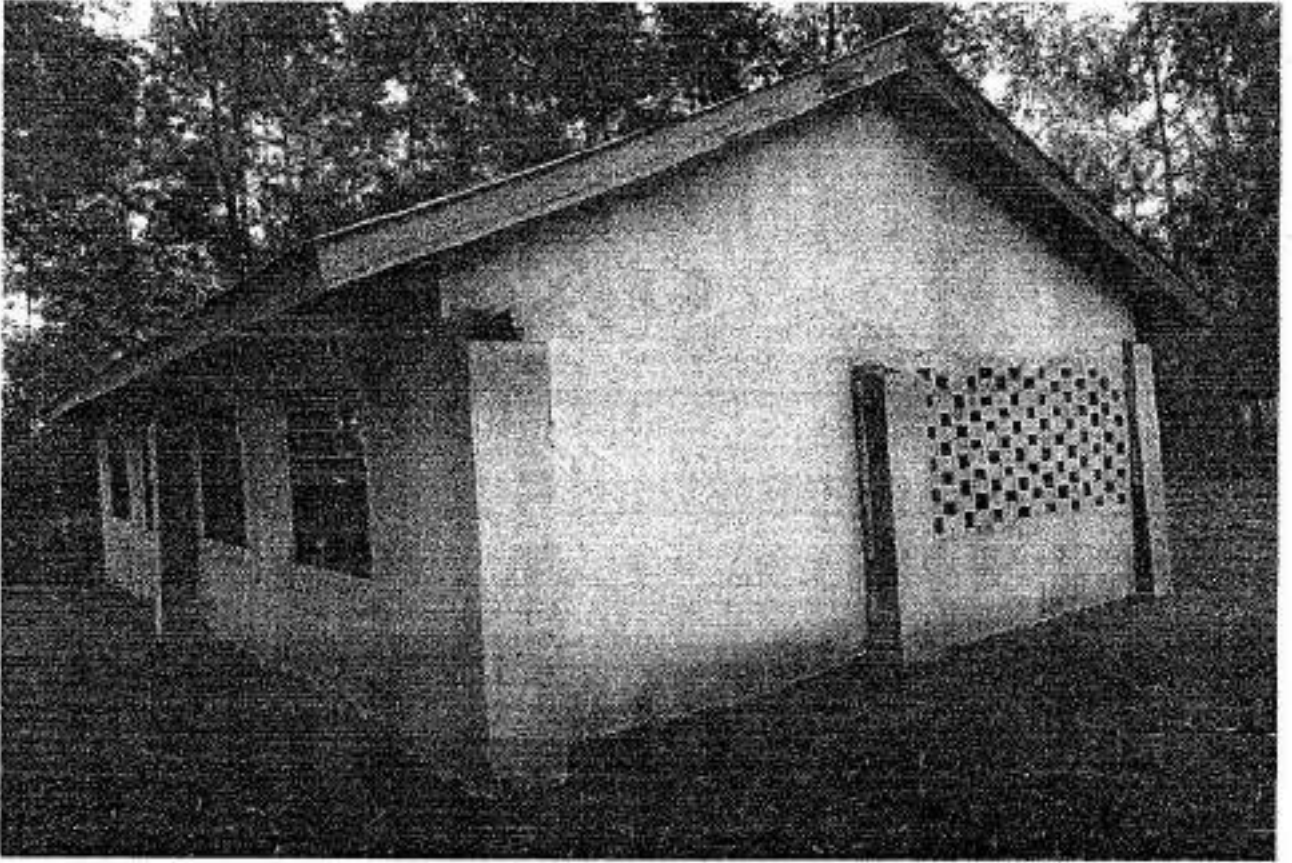


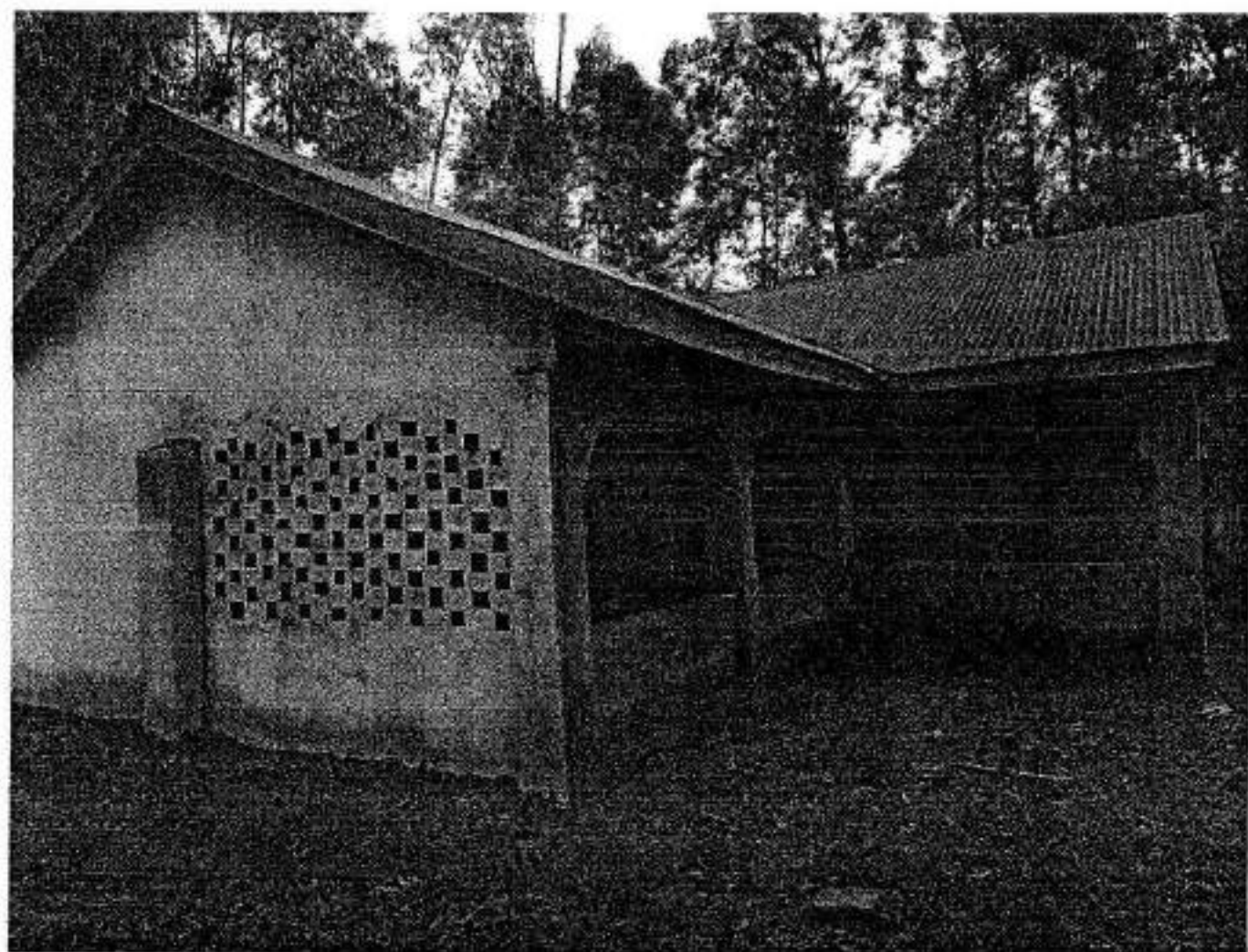
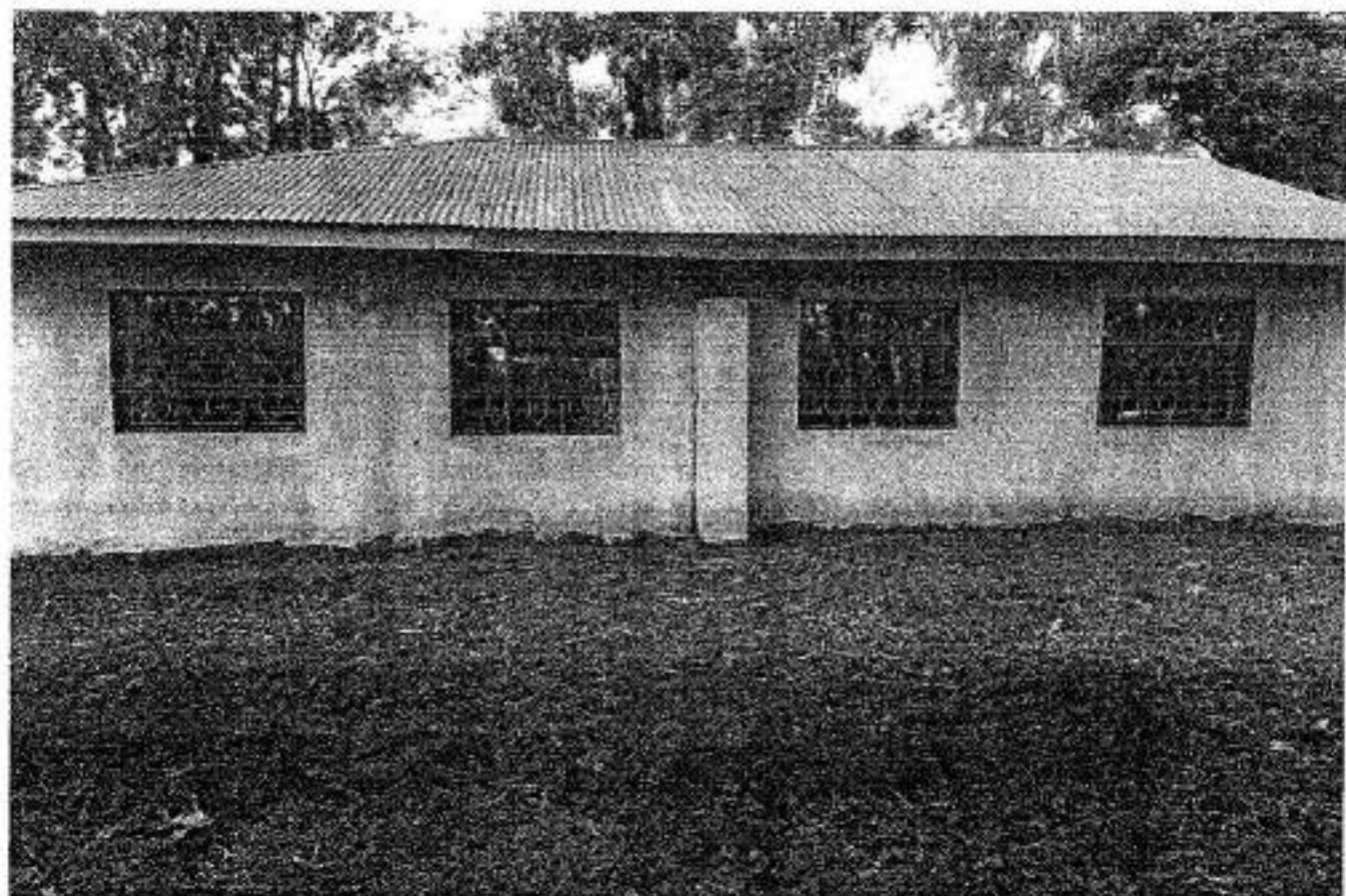




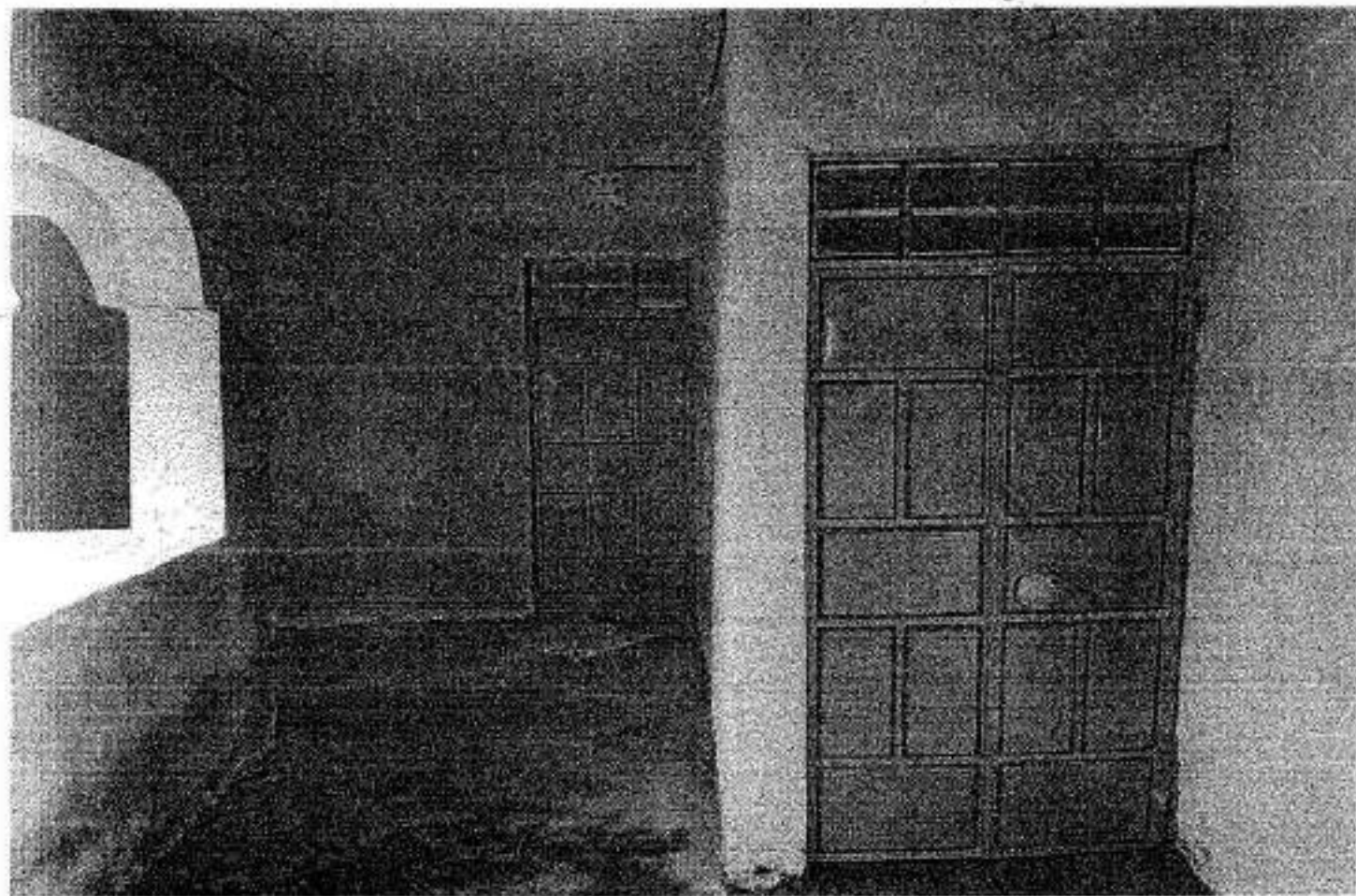
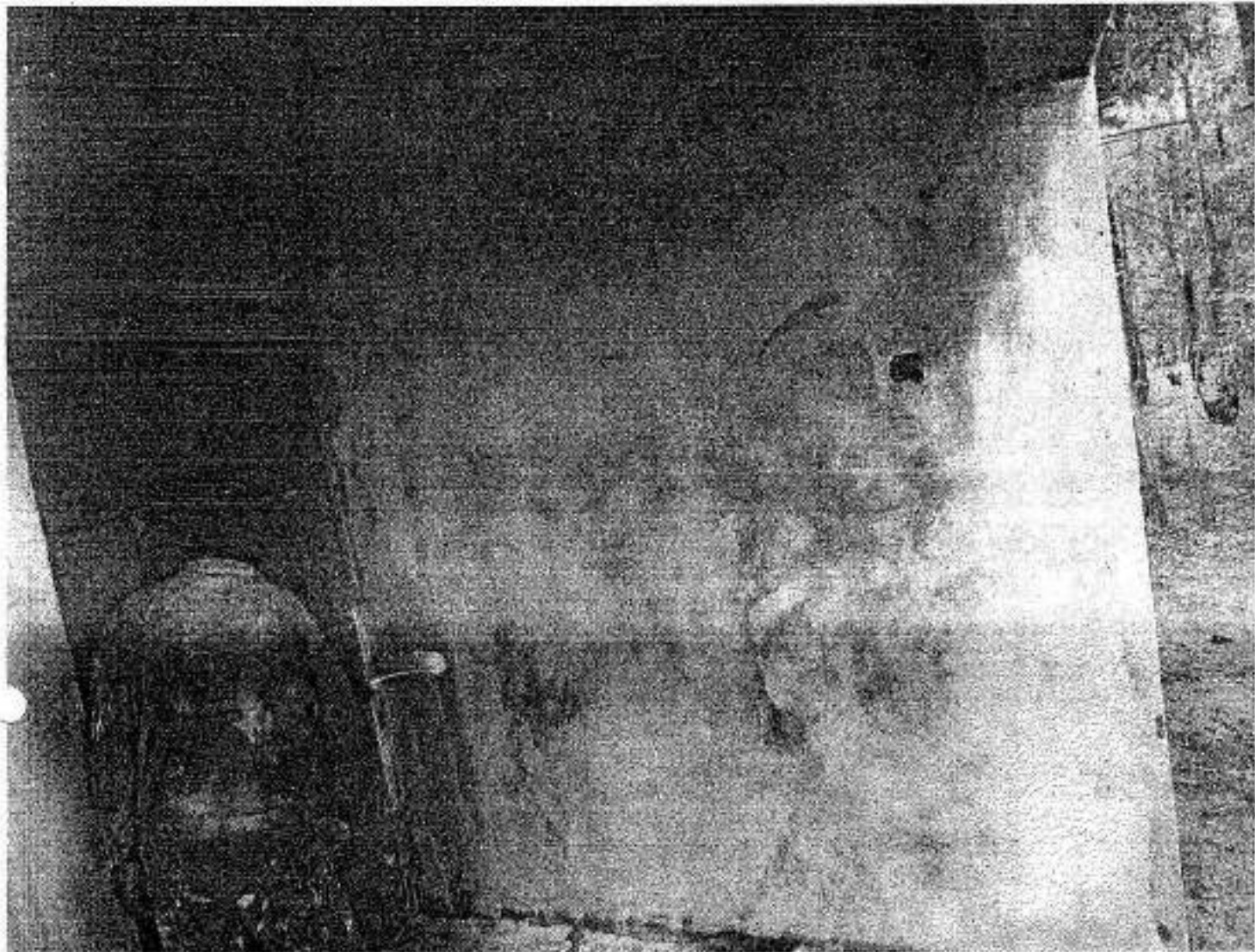


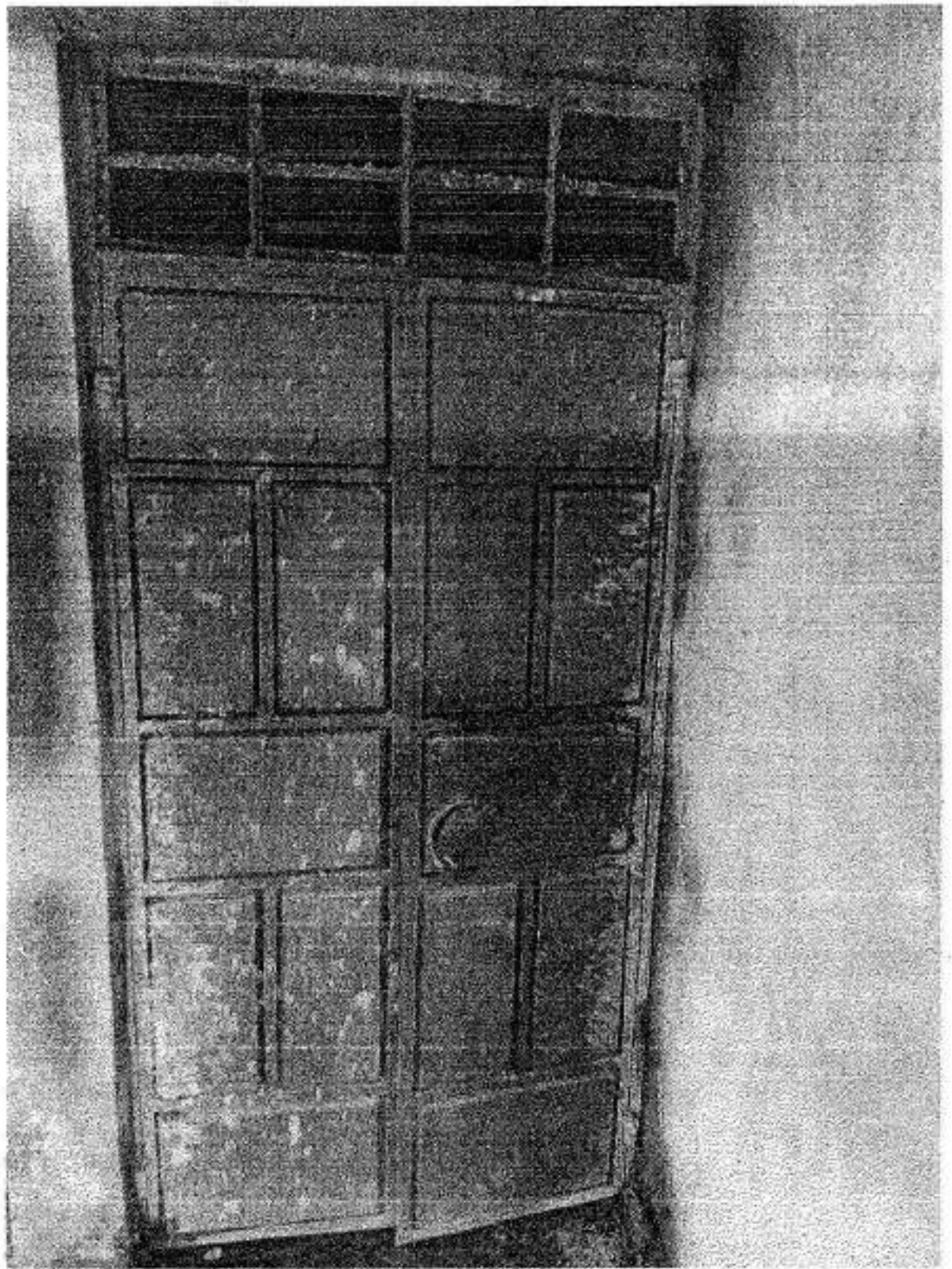


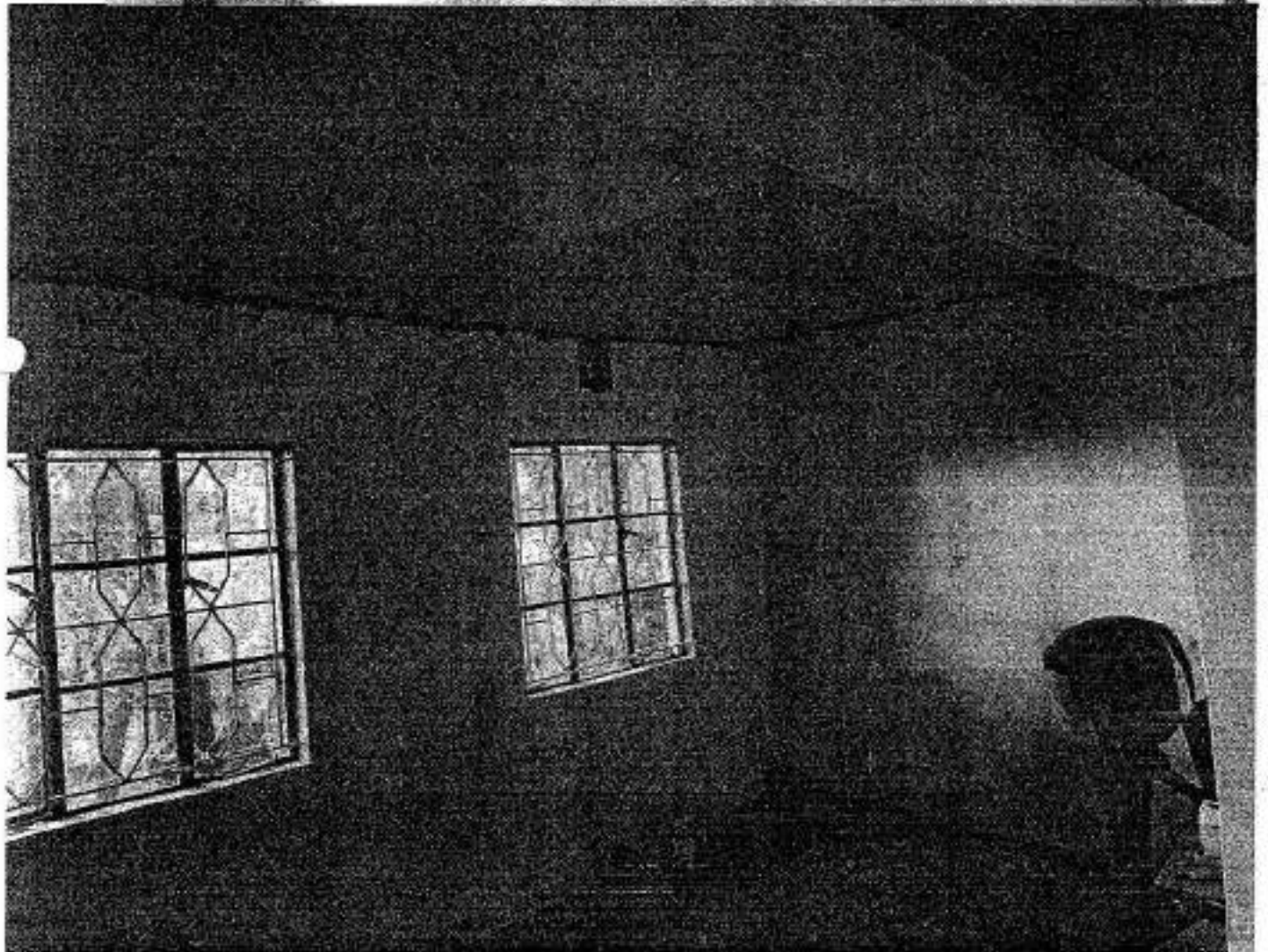


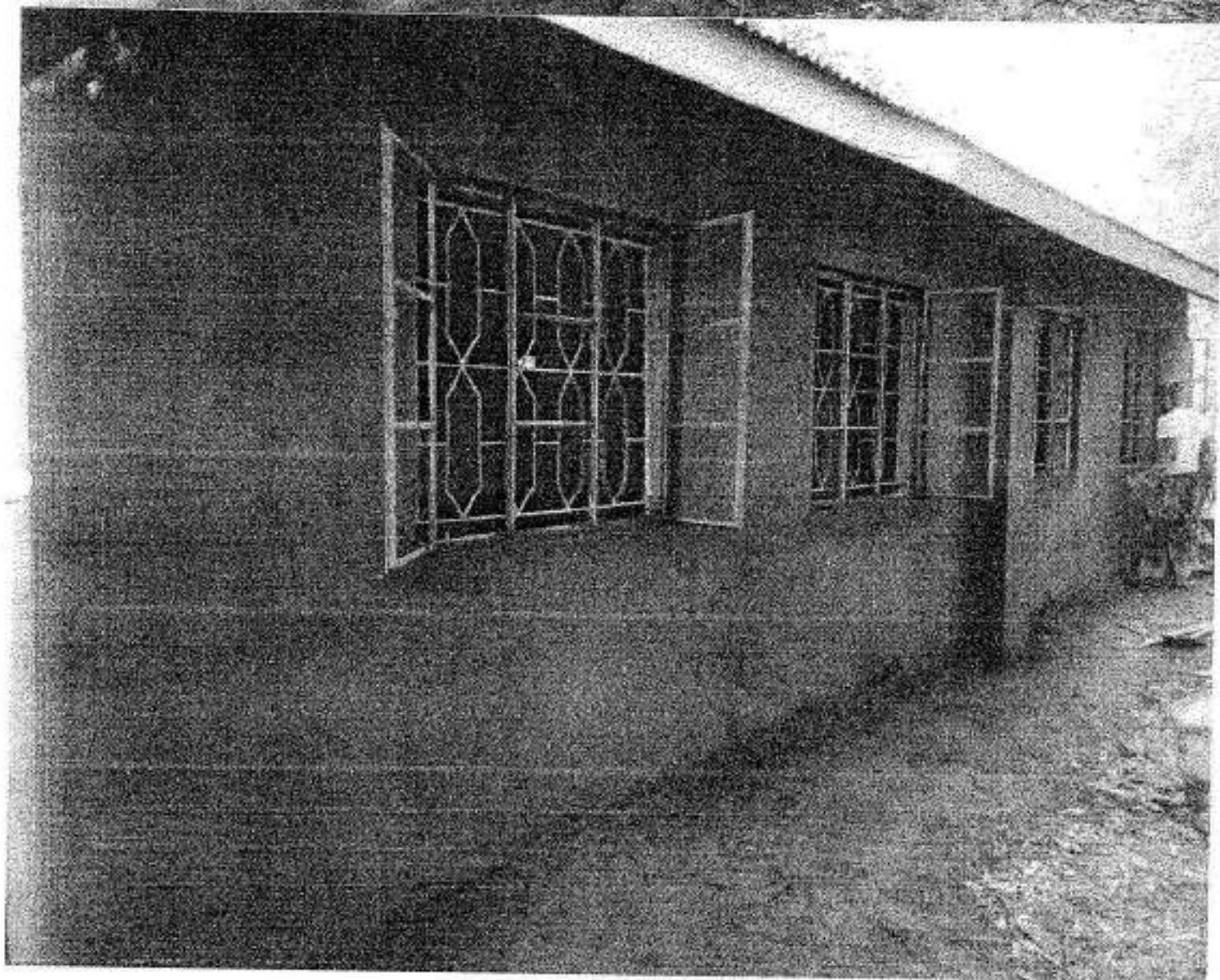
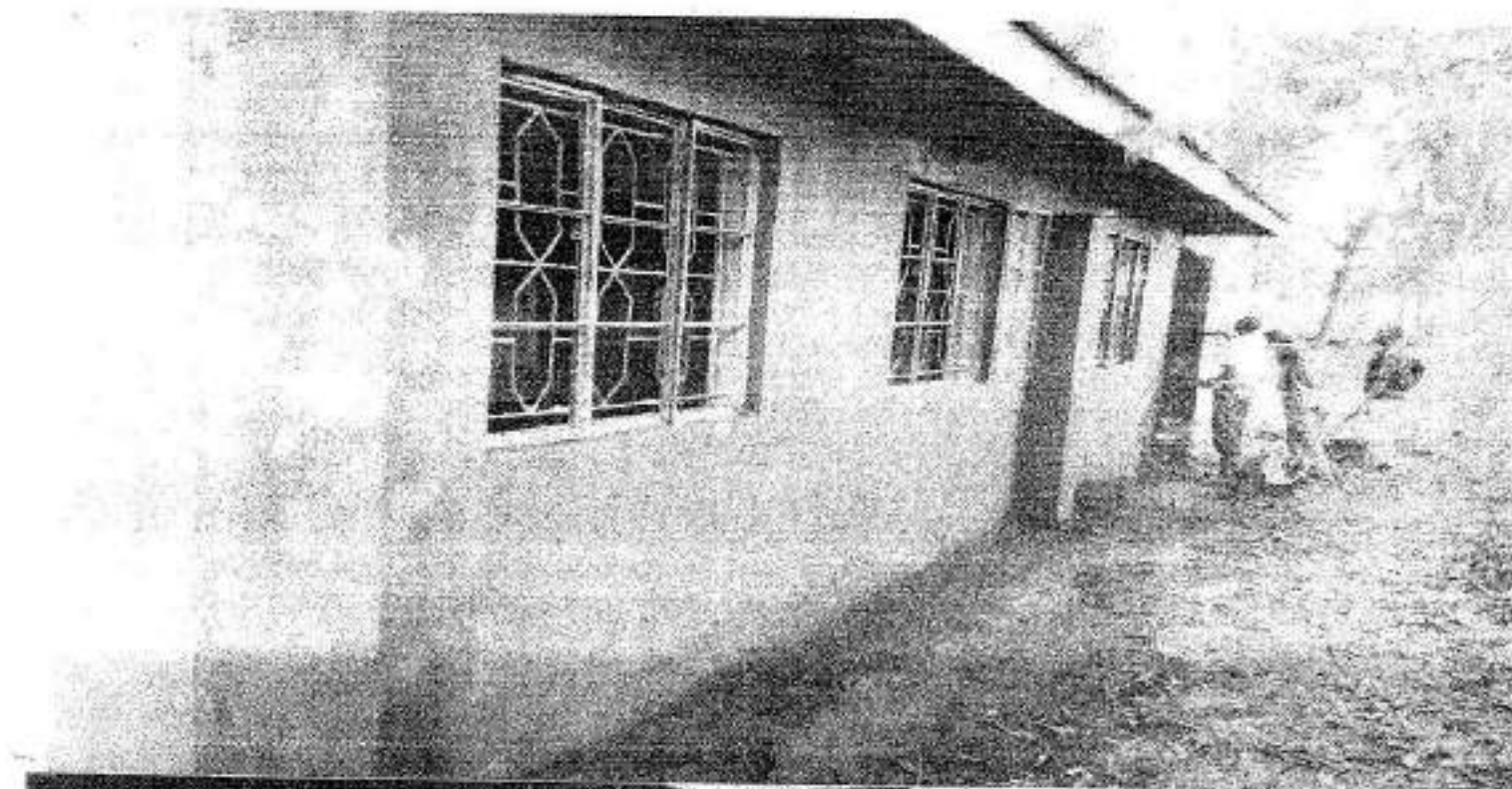














REPUBLIC OF KENYA
PURCHASE ORDER

Page 1 of 2

TO: LIQWARAS ENTERPRISES LTD P.O BOX		Purchase Order No. 463
		Date 22/06/2020
		Currency KES
		Release No.

Please carry out the Goods/Services listed here below at MIGORI - HEALTH SERVICES, MIGORI COUNTY, KENYA on terms and conditions stated below of this Order, on or before 202006/30 00:00
And send the Invoices immediately to PAY AND ACCOUNTS 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	Contr. No
1	SERVICES	N6000900007	03.	PROPOSED COMPLETION OF YAGO DISPENSARY	Each	1	756,175.00	756,175.00	5-5186-5186000101 00021001-0400053180- 3110202-51500001-000			
TOTAL								756,175.00				

Signature: *[Handwritten Signature]*
 Designation: *Director Supply Chain*
 Proc. Entity: *Migori County*
 Date: *22/6/2020*

Signature: *[Handwritten Signature]*
 Date: *22 JUN 2020*

MIGORI COUNTY GOVERNMENT
 P. O. Box 195 - 40400, SUNA-MIGORI COUNTY
 DIRECTOR HEAD SUPPLY CHAIN
 MANAGEMENT SERVICES
 Date: _____ Sgr: _____

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 requirement/brochures submitted with your quotation/tender and accepted as the standard of supply. No alternations 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 tendered 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 affected within this period, this order may be cancelled without cost 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 delivered 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 or collected by the Supplier at his own expense.
7. Goods are to be consigned to the address (es) shown on the order and the costs are to be included in the prices quoted. Any demurrage 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 ensure safe transit and must be of robust construction sufficient to withstand rough 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 ordering Officer 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 enquires 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 service are to carried out strictly in accordance with specifications given. No. departure is allowed without prior agreement and in writing.
 2. Orders must be examined within the period tendered unless instructions 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 filled 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 pad

REPUBLIC OF KENYA



MIGORI COUNTY GOVERNMENT

Telegrams: MIGORI COUNTY Migori

Tel: +254-059-20928

E-mail: migoricountygov@gmail.com

AWENDO SUB COUNTY,

P O BOX 195 - 40405,

SUNA MIGORI,

DATE: 25/11/2021

THE CHIEF OFFICER
MINISTRY OF FINANCE
MIGORI COUNTY

THROUGH

THE SUB COUNTY ADMINISTRATOR
AWENDO SUB COUNTY

RE: M/S LIGWARAS ENTERPRISES LTD

I wish to state that the company named above was contracted by the county government of Migori to Complete the construction of Yago dispensary via tender number **802569-2019-2020**

I have done my own assessment to the said building and noticed that the workmanship was quite okay. The construction work is completed as was required

. I would therefore request your office to pay the said contractor the stipulated amount as in the letter of award

Your's

Tobias Odongo.

A handwritten signature in black ink, appearing to read 'Tobias Odongo', written over a horizontal line.

WARD ADMINISTRATOR
NORTH SAKWA, AWENDO SUB-COUNTY
P. O. Box 195-40405, SUNA-MIGORI
MIGORI COUNTY

Date:
Sign:

WARD ADMINISTRATOR- NOTH SAKWA

**SUMMARY OF
STATEMENT FOR PAYMENT ON ACCOUNT**

NAME OF WORK PROPOSED COMPLETION OF YAGO DISPENSARY

AWENDO SUB COUNTY

CONTRACT NO. CGM/PH/O42/336/2019-2020

CERTIFICATE NO. 01

DATE 7/02/22

AMOUNT OF CONTRACT **KSH. 756,175 cts 00**

	Sh.	Cts.	Sh.	cts.
Value of Permanent work done, including extra work if any. From page M.O. W 121	756,175	00		
Value of Materials on site. From page M. O. W 121	NIL			
GROSS VALUE PAYABLE	756,175	00		
Less 10 per cent retention money		75,617		50
NET TOTAL			680,557	50
<i>Less previous payments on account as follows:</i>				
1 st Payment dated Vr. No.				
2 nd Payment dated Vr. No.				
3 rd Payment dated Vr. No.				
4 th Payment dated Vr. No.				
.....				
TOTAL PAYMENTS ON ACCOUNT	Sh.		680,557	50
AMOUNT OF PAYMENT ON ACCOUNT	Sh.			
NOW DUE TO CONTRACTOR			Sh.	680,557 50

MIGORI COUNTY GOVERNMENT
 AWENDO SUB-COUNTY WORKS OFFICER
 P. O. Box 260 - 40405, SAKO
 MIGORI - COUNTY
 Date: 7/2/22

INTERPRISE LTD.
 P.O. BOX 100
 RAPOSI
 DATE: 7/2/2022

REPUBLIC OF KENYA

MINISTRY OF WORKS, HOUSING AND PHYSICAL PLANNING

STATEMENT FOR PAYMENT OF ACCOUNT

CERTIFICATE NO 01CONTRACT NO. AND DATE CGM/PH/Q42/336/2019-2020NAME OF WORKS PROPOSED COMPLETION OF YAGO DISPENSARY
AWENDO SUB COUNTYNAME OF CONTRACTOR LIGWARAS ENTERPRISES LTD

Note:- In the preparation of certificates for payments on account the valuation of work done should arrived at by abstracting such items as wholly or partially completed from the Bill of Quantities, or, in the absence of the latter, by taking detail measurements of completed work priced out at rates proportional to the Contractor Amount. These detail measurements must be recorded in the books provided for the purpose, which shall be kept at the office dealing with the work, and carefully checked totals of the various items shall be entered on this Form. The valuation appearing herein shall be of the work done from the commencement, not from the date of the last preceding payment on account, and, when the work is more than half completed, is best arrived at by deducting the value of the work remaining to be done from the Contract Amount. Such procedure greatly minimizes the risk of overpayment.

The valuation of materials on site shall follow that of the work done but shall be entered and transferred under an separate heading.

A copy of this Statement must be sent to the Chief Accountant, Ministry of Works, Housing and Physical Planning for transmission to the Auditor.

VALUATION of work done and materials on site for the 1STPAYMENT OF ACCOUNT UPTO 7/02/22

Item No.	Description	Quantity	Unit	Rate	Sh.	Cts.
	<u>VALUATION</u>					
A.	Value of work done				756,175	00
B.	Materials on site				NILL	
					756,175	00
Carried to collection on page.....						

PAYMENT VOUCHER
(VOTED PROVISION)

Payee's Name and Address **PAY AS BELOW**

Particulars	LPO/LSO No.	Invoice No.	AMOUNT	
			Shs.	Cts
PROPOSED COMPLETION OF YAGO DISPENSARY AWENDO SUB COUNTY				
7/02/2022 To the 1 ST payment on A/C in respect of the above project NO. CGM/PH/Q42/336/2019-2020 as per the statement attached and records held in support thereof;				
1. M/S LIGWARAS ENTERPRISES LTD			632,188	40
2. 10% Retention Money			75,617	50
3. 3% Withholding tax			22,294	10
4. 2% V.A.T			13,037	50
Total			756,175	00

MIGORI COUNTY GOVERNMENT
AWENDO SUB-COUNTY WORKS OFFICER
P.O. Box 280 - 40405 SARE
MIGORI COUNTY
Sign: *[Signature]*

[Signature]
CHERLES WAMBURA
DIRECTOR PUBLIC WORKS
MIGORI COUNTY GOVERNMENT
AWENDO SUB-COUNTY WORKS OFFICER

Amount payable (in words) Kenya shillings seven hundred and fifty six thousand one hundred and seventy five only

EXAMINATION		Internal Audit	
Voucher Examined by _____		_____	
Date _____		_____	
VRC CERTIFICATE		AIE HOLDER CERTIFICATE	
I Certify that the expenditure has been entered in the Vote Book and that adequate funds to cover it are available against the chargeable item as shown below.		I certify that the expenditure detailed above has been incurred for the authorized purpose and should be charged to the item shown here below.	
Approved Estimates/Allocation- Item No. _____ Kshs. _____		Signature _____	Designation _____
Less: Total expenditure plus commitments _____ Kshs. _____		of AIE _____	Holder _____
Balance _____ Kshs. _____		Date _____	
Less: This ENTRY - Vch. _____			
No. _____ Kshs. _____			
Balance _____ Kshs. _____			
Date _____	Signature _____ Accountant /c VRC	Signature _____	Accounting officer/District
		Accountant* _____	Date _____

Vote		Head		Sub-Head		Item	
A.I.E NO.	Account No.	Dept. Vch. No.	Station	Vch. No.	Date	Shs.	Cts.
						756,175	00

NON - AVAILABILITY

I certify that Stores/Stationery could not be obtained from the Supplies Branch/Government Printer vide their certificate attached.

Signature

Designation

RECEIPT OF GOODS/STORES/CONTAINERS

I certify that the items have been taken on charge and entered In Stores Ledge/Inventory Folio No. _____ or recorded and issued for immediate use.

Designation

PURCHASE OF PETROL, etc.

I certify that Petrol/Oil/Tyres/Batteries have been received and Entered in the vehicle Log-book of GK 349 and/ Or in the Bulk Petrol Register, Folio No.

Signature

Designation

SERVICES

I certify that the services have been rendered properly and in accordance with regulations/terms of the contract.

Signature

Designation

OTHER CERTIFICATE

Signature

Designation

Receipt not required when payment is made by cheque with form of receipts on reverse

REPAIRS TO MOTOR VEHICLES

I certify that the repairs have been completed and/or spares fitted and entered in the vehicle log-book of GK _____

Signature

Designation

TRANSPORT HIRE

I certify that no Government Transport was available and that the charges are reasonable and correct.

TELEPHONE ACCOUNTS

I certify that the cost of any private call has been/will be recovered from the persons concerned and the charge may be accepted against public funds

Signature

Designation

HOSPITALITY CLAIMS

I certify that the officer availed himself of my hospitality/ I Enjoyed the hospitality of the officer to the extent shown on This claim while visiting on official duty.

Signature

Designation

Received in payment of the account stated on the face hereof the sum of	
Sh. _____	Cts. _____
(sh _____ cts _____)	
Witness _____	
Date _____, 20 _____	Signature or Thumbprint _____

**PAYMENT VOUCHER
(VOTED PROVISION)**

Payee's Name and Address **PAY AS BELOW**

Particulars	LPO/LSO No.	Invoice No.	AMOUNT	
			Shs.	Cts.
PROPOSED COMPLETION OF YAGO DISPENSARY AWENDO SUB COUNTY				
7/02/2022 To the 1 ST payment on A/C in respect of the above project NO. CGM/PH/Q42/336/2019-2020 as per the statement attached and records held in support thereof;				
1. M/S LIGWARAS ENTERPRISES LTD			632,188	40
2. 10% Retention Money			75,617	50
3. 3% Withholding Tax			22,294	10
4. 2% V.A.T			13,037	50
Total		Sh.	756,175	00

MIGORI COUNTY GOVERNMENT
AWENDO SUB-COUNTY WORKS OFFICER
P. O. Box 280 - 40405 SARE
MIGORI COUNTY
Date: 7/2/2022

MIGORI COUNTY GOVERNMENT
PUBLIC WORKS
2017
CHERLES WAMBURA
DIRECTOR FOR PUBLIC WORKS

ISAYA S. G. NGILA
WORKS OFFICER

Amount payable (in words) Kenya shillings seven hundred and fifty six thousand one hundred and seventy five only.

EXAMINATION	Internal Audit
Voucher Examine by _____ Date _____	
VRC CERTIFICATE I Certify that the expenditure has been entered in the Vote Book and that adequate funds to cover it are available against the chargeable item as shown below. Approved Estimates/Allocation- Item No. _____ Kshs. _____ Less: Total expenditure plus commitments _____ Kshs. _____ Balance _____ Kshs. _____ Less: This ENTRY - Vch. No. _____ Kshs. _____ Balance _____ Kshs. _____ Date _____ Signature _____ <i>Accountant i/c VRC</i>	AIE HOLDER CERTIFICATE I certify that the expenditure detailed above has been incurred for the authorized purpose and should be charged to the item shown here below. Signature _____ Designation _____ of AIE _____ Holder _____ Date _____
	AUTHORIZATION I certify that the rate/price charged is/are according to regulations/contract, fair and reasonable that the expenditure has been incurred on proper authority and should be charged as under. Where appropriate certificate overleaf has been completed. I hereby AUTHORIZE payment of the amount shown above without any alteration. Signature _____ <i>Accounting officer/District</i> Accountant* _____ Date _____

Vote		Head		Sub-Head		Item	
A.I.E NO.	Account No.	Dept. Vch. No.	Station	CASH BOOK		AMOUNT	
				Vch. No.	Date	Sh.	Cts.
						756,175	00

NON - AVAILABILITY

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Signature

Designation

RECEIPT OF GOODS/STORES/CONTAINERS

I certify that the items have been taken on charge and entered in Stores Ledge/Inventory Folio No. _____ or recorded and issued for immediate use.

Designation

PURCHASE OF PETROL, etc.

I certify that Petrol/Oil/Tyres/Batteries have been received and Entered in the vehicle Log-book of GK 349 and/ Or in the Bulk Petrol Register, Folio No.

Signature

Designation

SERVICES

I certify that the services have been rendered properly and in accordance with regulations/terms of the contract.

Signature

Designation

OTHER CERTIFICATE

Signature

Designation

Receipt not required when payment is made by cheque with form of receipts on reverse

Received in payment of the account stated on the face hereof the sum of	
Sh. _____	Cts _____
(sh _____ cts _____)	
Witness _____	
Date _____, 20 _____	Signature or Thumbprint _____

REPAIRS TO MOTOR VEHICLES

I certify that the repairs have been completed and/or spares fitted and entered in the vehicle log-book of GK _____

Signature

Designation

TRANSPORT HIRE

I certify that no Government Transport was available and that the charges are reasonable and correct.

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I certify that the cost of any private call has been/will be recovered from the persons concerned and the charge may be accepted against public funds

Signature

Designation

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I certify that the officer availed himself of my hospitality/I Enjoyed the hospitality of the officer to the extent shown on This claim while visiting on official duty.

Signature

Designation

**SUMMARY OF
STATEMENT FOR PAYMENT ON ACCOUNT**

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AWENDO SUB COUNTY

CONTRACT NO. CGM/PH/Q42/336/2019-2020

CERTIFICATE NO. 01

DATE 7/02/22

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Less 10 per cent retention money				
NET TOTAL			680,557	50
<i>Less previous payments on account as follows:</i>				
1 st Payment dated Vr. No.				
2 nd Payment dated Vr. No.				
3 rd Payment dated Vr. No.				
4 th Payment dated Vr. No.				
.....				
TOTAL PAYMENTS ON ACCOUNT			680,557	50
AMOUNT OF PAYMENT ON ACCOUNT				
NOW DUE TO CONTRACTOR			680,557	50

MIGORI COUNTY GOVERNMENT
 AWENDO SUB-COUNTY WORKS OFFICER
 P. O. Box 280 - 40405, SARE
 MIGORI COUNTY
 Date: 7/12/22 Sign: [Signature]

DR
 ENTERPRISES LTD.
 BOX 100-20403
 RA 0091
 Contractor
 DATE 7/12/2022

REPUBLIC OF KENYA

MINISTRY OF WORKS, HOUSING AND PHYSICAL PLANNING

STATEMENT FOR PAYMENT OF ACCOUNT

CERTIFICATE NO 01CONTRACT NO. AND DATE CGM/PH/Q42/336/2019-2020NAME OF WORKS PROPOSED COMPLETION OF YAGO DISPENSARY
AWENDO SUB COUNTYNAME OF CONTRACTOR LIGWARAS ENTERPRISES LTD

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The valuation of materials on site shall follow that of the work done but shall be entered and transferred under an separate heading.

A copy of this Statement must be sent to the Chief Accountant, Ministry of Works, Housing and Physical Planning for transmission to the Auditor.

VALUATION of work done and materials on site for the 1STPAYMENT OF ACCOUNT UPTO 7/02/22

Item No.	Description	Quantity	Unit	Rate	Sh.	Cts.
	<u>VALUATION</u>					
A.	Value of work done				756,175	00
B.	Materials on site				NILL	
					756,175	00
Carried to collection on page.....						