

COUNTY GOVERNMENT OF BUNGOMA



DEPARTMENT OF WATER AND NATURAL RESOURCES

TENDER NO: BGM/CNTY/OT/WNR/126/2017-18

FOR

TENDER NAME: REHABILITATION OF CHEPTAIS/LWAKHAHA WATER PROJECT

BUNGOMA COUNTY

APRIL, 2018

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SECTION 1: INVITATION TO TENDER

COUNTY GOVERNMENT OF BUNGOMA



DEPARTMENT OF WATER AND NATURAL RESOURCES

OPEN NATIONAL TENDER

The County Government of Bungoma (CGB) through The Ministry of Environment, natural Resources, Water and Tourism, Department of Water and Natural Resources invites sealed tenders from eligible and suitable candidates for the following projects;

S/NO	TENDER DESCRIPTION	TENDER NUMBER	CATEGORY
1.	REHABILITATION OF CHEPTAIS/LWAKHAHA WATER PROJECT	BGM/CNTY/OT/WNR/126/2017-18	OPEN

Interested and eligible tenderers may obtain further information and inspect the tender documents at County Supply Chain Management office behind **H.E the Governor's office** during normal office working hours. (**Weekdays 8.00am-5.00pm**)

A complete set of tender documents shall be obtained upon payment of a non-refundable fee of **Kshs.1000** to Bungoma County Revenue Account and an official receipt issued for the same.

MANDATORY REQUIREMENTS

- (i) Certificate of incorporation*
- (ii) Certified KRA pin*
- (iii) Valid and Certified Tax Compliance certificate issued by KRA*
- (iv) Registration with the National construction Authority and the Ministry of Water and irrigation Registered with NCA in Category NCA 7 and above*
- (v) Certified Current CR 12*
- (vi) Provision of Ksh.140,000 as Bid Security of the tender amount from a reputable bank/insurance company approved by PPRA*
- (vii) Current Single business permit of Bungoma County*
- (viii) Duly filled, signed and stamped form of tender*
- (ix) Completely filled, signed and stamped confidential Business Questionnaire*
- (x) Tender documents MUST be serialized/paged*

Dully Completed tender documents, enclosed in plain sealed envelope and clearly marked with respective tender numbers and Tender names addressed to;

**CHIEF OFFICER
DEPARTMENT OF WATER AND NATURAL RESOURCES
COUNTY GOVERNMENT OF BUNGOMA
P.O BOX 634-50200
BUNGOMA.**

Should be deposited in the Tender box situated on the ground floor at **H.E the Governor's office**
To be received on or before **at 10.00Am**, offers will be opened immediately
thereafter in the presence of bidders or their representative who choose to attend.
Late bids will not be accepted and shall be returned unopened.

SECTION 2: INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO TENDERERS AND CONDITIONS OF THE TENDER

A. GENERAL

1 SCOPE OF BID

- 1.1 The Employer, as defined in the Conditions of Contract Part II hereinafter “the Employer” wishes to receive bids for the construction of works as described in Section 1, clause 102 of the Special Specifications –“Location and extent of the Works”)
- 1.2 The successful bidder will be expected to complete the Works within the period stated in the Appendix to Bid from the date of commencement of the Works.

2 SOURCE OF FUNDS

- 2.1 The source of funding is the **COUNTY GOVERNMENT OF BUNGOMA** .

3 CORRUPT PRACTICES

- 3.1 The employer shall reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract.

4 ELIGIBLE BIDDERS

- 4.1 This invitation to bid is open to all bidders who are legally registered or incorporated in the Republic of Kenya as of the time of bid submission. Registration with the National Construction Authority (NCA) as a contractor in the relevant field is mandatory.
- 4.2 Bidders shall not have a conflict of interest.
- 4.3 A firm that is under a declaration of eligibility by the Employer in accordance with clause 3, at the date of submission of the Bid or thereafter, shall be disqualified.
- 4.4 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer as the Employer shall reasonably request.

5 QUALIFICATION OF THE BIDDER

- 5.1 Bidders shall as part of their bid:

- (a) Submit a written power of attorney authorizing the signatory of the bid to commit the bidder; and
- (b) Update any information submitted with their bids and update in any case the information indicated in the schedules and continue to meet the minimum threshold criteria set out in the bid documents.

- 5.2 As a minimum, bidders shall update the following information:

- (a) evidence of access to lines of credit and availability of other financial resources
- (b) financial predictions for the current year and the two subsequent years, including the effect of known commitments
- (c) work commitments
- (d) current litigation information; and
- (e) availability of critical equipment

5.3 Bidders shall also submit proposals of work methods and schedule in sufficient detail to demonstrate the adequacy of the bidders' proposals to meet the technical specifications and the completion time referred to in Clause 1.2 above.

6 ONE BID PER BIDDER

6.1 Each bidder shall submit only one bid per tender. A bidder who submits or participates in more than one bid will be disqualified.

7 COST OF BIDDING

7.1 The bidder shall bear all costs associated with the preparation and submission of his bid.

8 SITE VISIT

8.1 The bidder is informed that pre-tender site visit is mandatory and he/she shall examine the site of works and its surroundings and obtain for himself all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the site shall be at the bidder's own expense.

B. BIDDING DOCUMENTS

9 CONTENTS OF BIDDING DOCUMENTS

9.1 The set of documents comprising the tender includes the following together with any addenda issued in accordance with Clause 11:

- (a) Invitation to Bid
- (b) Instructions to bidders
- (c) Conditions of Contract - Part I
- (d) Conditions of Contract - Part II
- (e) Standard Specifications
- (f) Special Specifications
- (g) Form of Bid, Appendix to Form of Bid and Bid Security
- (h) Bills of Quantities
- (i) Schedules of Supplementary information
- (j) Form of Contract Agreement
- (k) Form of Performance Security
- (l) Drawings
- (m) BID addenda (BID notices)

10 CLARIFICATION OF BIDDING DOCUMENTS

- 10.1 The prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable (hereinafter the term cable is deemed to include telex, email and facsimile) at the Employer's mailing address indicated in the Bidding Data.
- 10.2 The Employer will respond in writing to any request for clarification that he receives earlier than five (5) days prior to the deadline for the submission of bids. Copies of the Employer's response to queries raised by bidders (including an explanation of the query but without identifying the sources of the inquiry) will be sent to all prospective bidders who will have been registered as having purchased/downloaded the bidding documents.

11 AMENDMENT OF BIDDING DOCUMENTS

- 11.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by issuing subsequent Addenda.
- 11.2 The Addendum thus issued shall be part of the bidding documents pursuant to Sub-Clause 10.1 and shall be communicated in writing or cable to all registered prospective bidders who have purchased/downloaded the bidding documents. Prospective bidders shall promptly acknowledge receipt of each Addendum in writing or by cable to the Employer.
- 11.3 In order to afford prospective bidders reasonable time in which to take an Addendum into account in preparing their bids, the Employer may, at his discretion, extend the deadline for the submission of bids in accordance with Clause 16.2.

C. PREPARATION OF BIDS

12 LANGUAGE OF BID

- 12.1 The bid prepared by the bidder and all correspondences and documents relating to the bid exchanged by the bidder and the Employer shall be written in the English Language.

13 DOCUMENTS COMPRISING THE BID

- 13.1 The bid to be prepared by the bidder shall comprise:
 - (a) Duly filled-in the Form of Bid and Appendix to form of bid;
 - (b) Bid security except for those bidders in category B for Women, Youth and PWDs.
 - (c) Priced Bills of Quantities;
 - (d) Schedules of information
 - (e) Qualification criteria
 - (f) Any other materials required to be completed and submitted in accordance with the Instructions to Bidders embodied in these bidding documents.
- 13.2 These Forms, Bills of Quantities and Schedules provided in these bidding documents shall be used without exception (subject to extensions of the Schedules in the same format).

14 BID PRICES

- 14.1 Unless explicitly stated otherwise in the bidding documents, the contract shall be for the whole works as described in Sub-Clause 1.1, based on the basic unit rates and prices in the Bill of Quantities submitted by the bidder.
- 14.2 The bidder shall fill in rates and prices for all items of Works described in the Bills of Quantities, whether quantities are stated or not.
- 14.3 All duties, taxes (including VAT) and other levies payable by the Contractor under the Contract, or for any other cause as of the date 7 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the bidder.
- 14.4 Unless otherwise provided in the Bidding Data and Conditions of Particular Application the rates and prices quoted by the bidder are subject to adjustment during the performance of the contract in accordance with the provisions of Clause 70 of the Conditions of Contract.

15 CURRENCIES OF BID AND PAYMENT

- 15.1 Bids shall be priced in Kenya Shillings.

16 BID VALIDITY

- 16.1 The bid shall remain valid and open for acceptance for a period of ninety (90) days from the specified date of bid opening specified in Clause 22.

17 BID SECURITY

- 17.1 The bidder shall furnish, as part of his bid, a bid security in the amount shown in the Appendix to form of Bid.
- 17.2 The bid security shall be in the form of unconditional guarantee from a reputable bank or insurance firm selected by the bidder and located in Kenya. The format of the bank guarantee shall be in accordance with bid security included in Section 3. The bid security shall remain valid for a period of thirty (30) days beyond the original validity period for the bid, and beyond any period of extension subsequently requested under Sub-Clause 16.2.
- 17.3 The bid securities of unsuccessful bidders will be discharged/returned as promptly as possible as but not later than 30 days after the expiration of the period of bid security validity.
- 17.4 The bid security of the successful bidder will be discharged upon the bidder signing the Contract Agreement and furnishing the required performance security.
- 17.5 The bid security may be forfeited:
- (a) If a bidder withdraws his bid, except as provided in Sub-Clause 24.2.
 - (b) if the bidder does not accept the correction of errors, pursuant to Sub-Clause 28.2 or
 - (c) in the case of a successful bidder, if he fails within the specified time limit to:
 - (i) sign the Contract Agreement or

- (ii) furnish the necessary performance security

18 NO ALTERNATIVE OFFERS

- 18.1 The bidder shall submit one offer, which complies fully with the requirements of the bidding documents.
- 18.2 The bid submitted shall be solely on behalf of the bidder. A bidder who submits or participates in more than one bid will be disqualified.
- 18.3 A price or rate shall be entered in indelible ink against every item in the Bills of Quantities with the exception of items which already have Prime Cost or Provisional sums affixed thereto. The bidders are reminded that no “nil” or “included” rates or “lump-sum” discounts will be accepted. The rates for various items should include discounts if any. Bidders who fail to comply will be disqualified..

19 FORMAT AND SIGNING OF BIDS

- 19.1 The bidder shall prepare one original of the documents comprising the bid as described in Clause 13 of these Instructions to Bidders, bound with the section containing the Form of Bid and Appendix to Bid, and clearly marked “ORIGINAL”. In addition, the bidder shall submit a replica copy of the bid clearly marked “COPY OF ORIGINAL”. However, in the event of discrepancy between them, the original shall prevail.
- 19.2 The original and copy of the bid shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder pursuant to Sub-Clause 5.1 (a) OR 4.3 (c) as the case may be. The person or persons signing the bid shall initial all pages of the bid where entries or amendments have been made.
- 19.3 The bid shall be without alterations, omissions or conditions except as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

D. SUBMISSION OF BIDS

20 SEALING AND MARKING OF BIDS

- 20.1 The bidder shall seal the original and each copy of the bid in separate envelopes duly marking the envelopes “ORIGINAL” and “COPY”. The envelopes shall then be sealed in an outer separate envelope.

20.2 The inner and outer envelopes shall be:

- (a) Addressed to the Employer at the address provided in the Appendix to Form of Bid.
- (b) Bear the name and identification number of the contract. In addition to the identification required in sub-Clause 21.2, the inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to Clause 23.1, and for matching purposes under Clause 24.

20.3 If the outer envelope is not sealed and marked as instructed above, the Employer will assume no responsibility for the misplacement or premature opening of the bid. If the outer envelope discloses the bidder's identity the Employer will not guarantee the anonymity of the bid submission, but this shall not constitute grounds for rejection of the bid.

21 DEADLINE FOR SUBMISSION OF BIDS

21.1 Bids must be received by the Employer at the address specified in Sub Clause 21.2 not later than the date indicated in the tender notice.

21.2 The Employer may, at his discretion, extend the deadline for the submission of bids through the issue of an Addendum in accordance with Clause 11 in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

22 LATE BIDS

22.1 Any bid received by the Employer after the deadline for submission of bids prescribed in Clause 22 will be returned unopened to the bidder.

23 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF BIDS

23.1 The bidder may modify, substitute or withdraw his bid after bid submission, provided that written notice of modification or withdrawal is received by the Employer prior to the prescribed deadline for submission of bids.

23.2 The bidder's modification, substitution or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 21, with the outer and inner envelopes additionally marked “MODIFICATION” or “WITHDRAWAL” as appropriate.

E. BID OPENING AND EVALUATION

24 BID OPENING

24.1 The Employer will open the bids, including withdrawals and modifications made pursuant to Clause 24, in the presence of bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the tender notice. The bidders' representatives who are present shall sign a register evidencing their attendance.

24.2 Envelopes marked "WITHDRAWAL" and "SUBSTITUTION" shall be opened first and the name of the bidder shall be read out. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 24 shall not be opened.

25 CLARIFICATION OF BIDS AND CONTACTING OF THE EMPLOYER

25.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at its discretion, ask any bidder for clarification of its bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause

26 CORRECTION OF ERRORS

29.1 Tenders determined to be substantially responsive will be checked by the Procuring Entity for any arithmetic errors. Errors will be corrected by the Procuring Entity as follows:

- a) If there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

29.2 The amount stated in the Tender will, be adjusted by the Procuring Entity in accordance with the above procedure for the correction of errors and, with, the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, its Tender will then be rejected, and the Tender Security may be forfeited and the Tender Securing Declaration may be executed in accordance with sub-Clause 19.9.

27 EVALUATION AND COMPARISON OF BIDS

27.1 The Employer will carry out evaluation of details and information provided in post-Qualification Questionnaire and any bidder who does not qualify shall not have his/her bid evaluated further.

27.2 The Employer will then evaluate and compare only the bids determined to be substantially responsive in accordance with Clauses 27 and 28.

QUALIFICATION AND EVALUATION CRITERIA

- 31.1 Post-qualification will be based on meeting all of the following minimum point scale criteria regarding the Applicant's general and particular experience, personnel and equipment capabilities as well as financial position. The Employer reserves the right to waive minor deviations, if they do not materially affect the capacity of an applicant to perform the contract. Subcontractor's experience and resources shall not be taken into account in determining the Applicant's compliance with qualifying criteria.
- 31.2 **General Experience.**
The Applicant shall meet the following minimum criteria: -
- (a) Average annual turnover for the last 2 years – KShs500,000.00
 - (b) Successful completion as a prime contractor or sub-contractor in the execution of at least 3 rehabilitation/new construction of projects of a similar nature and comparable in complexity to the proposed contract within the last three years.
- 31.3 **Personnel Capabilities.** The Applicant should list down personnel of minimum qualification of HND in Civil Engineering for Site Agent, Ordinary Diploma for the surveyor and other supervisory staff.
- 31.4 **Equipment Capabilities.** The Applicant should list down, the plants and equipments that are in his ownership and the ones proposed for hire which should be suitable for executing contract works. – Applicants must attaché evidence of ownership or hiring arrangements.
- 31.5 **Cash flow statement.** The Applicant should demonstrate that the firm has access to or has available, liquid assets, unencumbered real assets, lines or credit, and other financial means sufficient to meet the construction cash flow for a period of 2 months, estimated at 20% of the estimated tender sum.
- 31.6 **Balance Sheets.** Signed and stamped Audited balance sheets for the last two years should be submitted and must demonstrate the soundness of the Applicant's financial position, availability of working capital and net worth
- 31.7 **Financial position/Ratios.** The applicant's financial information will be assessed in terms of ROCE, current ratio and return on equity, and the point scale criteria on their financial position given on this basis. Where necessary, the Employer may make inquiries with the Applicant's bankers.
- 31.8 **Litigation History.** The Applicant should provide accurate information on any litigation or arbitration resulting from contracts complete or under execution by him over the last five years. A consistent history of litigation against the Applicant may result in failure of the application.
- 31.9 Post-qualification criteria are as provided in the Appendix to instruction to tenderers.

The pass mark shall be **70%**

The bidders who pass the technical criteria will be subjected to financial evaluation.

F. FINANCIAL EVALUATION

32.0 Comparison of major rates of items of construction & credibility of tenderers rates

The Employer will compare the tenderers' rates with the Engineer's estimates for major items of construction. If some bids are seriously unbalanced or front loaded in relation to the Engineer's estimates for the major items of work to be performed under the contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Bills of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed.

33 PREFERENCE AND RESERVATION

33.1 This tender is open for all local contractors. Preference will be given to those based in the county.

G. AWARD OF CONTRACT

34 AWARD

34.1 Subject to Clause 32, the Employer will award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents. and who has offered the lowest Evaluated Bid Price pursuant to Clause 29

35 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

35.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.

36 NOTIFICATION OF AWARD

36.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing or by cable confirmed by registered letter that its bid has been accepted.

36.2 Within 21 days of receipt of the Letter of Acceptance from the Employer, the successful bidder shall furnish to the Employer a performance security in the form stipulated in the Conditions of contract.

36.3 Failure by successful bidder to lodge the required performance Guarantee within 21 days of the receipt of the letter of Acceptance shall constitute sufficient grounds for annulment of the award and suspension from being eligible for bidding in any tender with the authority pursuant to clause 17.5; in which event the Employer may make the award to another bidder or call for new bids.

37 SIGNING OF AGREEMENT

37.1 Within 21 days of receipt of the notification of award, the successful bidder shall sign the Form of Agreement and return it to the Employer, together with the required performance security.

37.2 Within 28 days of issuance of the notification of award, the Employer shall sign the Form of Agreement as received from the contractor.

38 CONTRACT EFFECTIVENESS

38.1 The Contract will be effective only upon signature of the Agreement between the Contractor and the Employer.

39 EXECUTION OF WORKS

39.1 The work execution will be carried out based on the documents as listed below.

- a. Conditions of Contract Part I: General Conditions of Contract
- b. Conditions of Contract Part II (Conditions of Particular Application)
- c. Standard Specifications
- d. Special Specifications
- e. Supervision and Contract Evaluation Manual
- f. Bills of Quantities

SECTION 3: APPENDIX TO INSTRUCTION TO TENDERERS

Tender Data Sheet (TDS)

Instructions to Tenderers Clause Reference

TDS Reference Number	ITT Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
A. Introduction		
1.	1.1	The Procuring Entity is <i>County Government Of Bungoma</i>
2.	1.1	Name of Project REHABILITATION OF CHEPTAIS/LWAKHAHA WATER PROJECT.
3.	1.2	The expected completion date of the works is 24 weeks
4.	1.3	The Objectives of the Project are <i>(Increase water coverage in the County)</i>
5.	2.1	Name of financing institution is <i>County government of Bungoma</i> Name of the Procuring is <i>County Government Of Bungoma</i> Financial Year 2017-2018 Describe works under the contract: REHABILITATION OF CHEPTAIS/LWAKHAHA WATER PROJECT.
6.	2.2	The loan/ credit number is given tender numbers.
7.	5.1	Alternative Tenders are <i>Not Allowed</i> in this Tender.
8.	5.2	Alternative time for completion 24 weeks
9.	3.1	Only Tenderers registered as Civil Engineering, Water engineering or any relevant class of registration. MUST be registered with NATIONAL CONSTRUCTION AUTHORITY IN WATER CATEGORY This Tender is an OPEN TENDER
10.	7.3	No Pre-Tender meeting/visit

B. Tendering Documents		
12.	8.2	The number of copies to be completed and returned with the Tender is ONE
13.	8.1	Address for clarification of Tendering Document is THE CHIEF OFFICER DEPARTMENT OF WATER AND NATURAL RESOURCES BUNGOMA COUNTY P.O BOX 634- 50200 BUNGOMA
14.	8.2	Period to Respond to request for clarification by the Procuring Entity <i>WILL BE 5 DAYS BEFORE CLOSING DATE</i>

C. Preparation of Tenders		
15.	11.1	Language of Tender and all correspondence shall be <i>ENGLISH</i>
16.	13.3	<p>Other information or materials required to be completed and submitted by Tenderers :</p> <p>a) Copies of original documents defining the constitution or legal status, place of registration, and principal, place of business; written power of attorney is authorizing the signatory of the Tender to commit the Tenderer.</p> <p>b) <i>Mandatory requirements:</i></p> <p><i>(i) Certificate of incorporation</i></p> <p><i>(ii) Certified KRA pin</i></p> <p><i>(iii) Valid and Certified Tax Compliance certificate issued by KRA</i></p> <p><i>(iv) Registration with the National construction Authority/ the Ministry of Water and irrigation Registered with NCA in Category NCA 7 and above</i></p> <p><i>(v) Certified CR 12</i></p> <p><i>(vi) Provision of Ksh.140,000 as Bid Security of the tender amount from a reputable bank/insurance company approved by PPRA</i></p> <p><i>(vii) Proof of works of similar magnitude of the tender under consideration(attach proof)</i></p> <p><i>(viii) Current Single business permit of Bungoma County</i></p> <p><i>(ix) Duly filled, signed and stamped form of tender</i></p> <p><i>(x) Completely filled, signed and stamped confidential Business Questionnaire</i></p> <p><i>(xi) Tender documents MUST be serialized/paged</i></p> <p><i>(xii) Availability of appropriate skills among staff</i></p> <p><i>(xiii) Proposed time schedule for completion of works</i></p>

		<p>c) The minimum required annual volume of construction work for the successful Tenderer in any of the last 2 years shall be:ksh.5,000,000/-</p> <p>d) Experience as prime contractor in the construction of at least one project of a nature and complexity equivalent to the Works the last 2 years or the period stated in a) above (to comply with this requirement, works cited should be at least 70 percent complete).</p> <p>e) The essential equipment to be made available for the Contract by the successful Tenderer (proposals for timely acquisition or own, lease, hire, etc) shall be:</p> <p style="padding-left: 40px;">i) (Insert).</p> <p style="padding-left: 40px;">ii) (Insert).</p> <p style="padding-left: 40px;">iii) (Insert).</p> <p style="padding-left: 40px;">iv) (Insert).</p> <p>f) A Site Manager with a minimum of 3 years’ experience in works of an equivalent nature and volume.</p> <p>g) Evidence of adequate working capital for this contract.</p> <p>h) Information regarding litigation, current</p>
17.	13.4	<p>In the case of joint venture each partner shall submit information required under Clause ITT Clause 13.4. In addition the Tenderer shall furnish the following ,</p> <p style="padding-left: 40px;">a)</p> <p style="padding-left: 40px;">b)</p> <p style="padding-left: 40px;">c)</p>
19.	17.1	The currency in which the prices shall be quoted shall be: <i>Kenyan Shilling</i>
20.	17.2 30.2	<p>The authority for establishing the rates of exchange shall be Central Bank of Kenya.</p> <p>The applicable date for exchange rates for tendering and evaluation purposes is 28 days earlier than the final deadline for the submission of tenders.</p>
21.	18.1	The Tender validity period shall be 120 days.

22.	19.1	The amount of Tender Security shall be 2% of the Tender amount.
23.	20.1	In addition to the original of the Tender, the Tenderer should submit ONE copy of the Tender
24.	20.2	Written confirmation of authorization are..... [list] <i>[Normally power of attorney is provided]</i>

D. Submission of Tenders		
25.	21.2 a)	Tenders shall be deposited in the tender box located at the County Government of Bungoma offices.
26.	21.2 b)	Project name REHABILITATION OF CHEPTAIS/LWAKHAHA WATER PROJECT Tender number BGM/CNTY/OT/WNR/126/2017-18 Time and date for submission: 10.00 am on
27.	22.1	The deadline for Tender submission is
E. Opening and Evaluation of Tenders		
29.	25.1	The Tender opening shall take place at: <i>County hall, County government of Bungoma offices, Located along Moi avenue, P.O Box 437 Bungoma.</i>
30.	32.3	Additional Preference <i>N/A</i>
31.	34.1	Post- qualification will <i>[N/A]</i>
32.	38.1	Percentage for quantities increase or decrease is 15%
F. Award of Contract		
33.	41.1	The amount of Performance Security shall be 5% of the contract sum
34.	42.1	The Advance Payment shall be (N/A)
35.	43.1	The proposed adjudicator for the project is (N/A)

Table 2: Post- qualification Score

ITEM		DESCRIPTION	Maximum score	POINT SCORE SCALE
1		FINANCIAL CAPACITY	24	
	a	Audited Statements(provided and properly signed) 1 st year – 2014/2015 2 nd year – 2015/2016 Unaudited accounts		2 2 1
	b	Cash flow statement (forecasts)		5
	c	Financial position/Ratios		6
	d	Turnover		8
2		EXPERIENCE	24	
	a	General Experience		
		3 yrs and above		12
		Others =(No. Of yrs / base year) x 12		
	b	Specific experience in related works		
		3No.or More Contracts each with a value of more than 5,0000,000.00		12
		Others = (No. of contracts/3) x 12		
3		CURRENT COMMITMENTS	5	
		On-going works		0 -5
4		KEY PERSONNEL	20	
	a	HQ Staff (Minimum 2No.)		4
		Others =(No. of staff/2)/ x 4		
	b	Site Agent		
		Qualification : Minimum HND in civil Engineering		4
		General Experience: Min 5 years		2
		Other = (No. of Yrs/5) x 2		
		Specific Experience: Min 3years		2
		Other = (No. Of Yrs/3) x 2		
	c	Surveyor		
		Qualification : Minimum Diploma in Survey		2
		General Experience: Min 3 years		1
		Other = (No. of Yrs/5) x 1		
		Specific Experience: Min 3years		1
		Other = (No. Of Yrs/3) x 1		
	d	Foreman		
		Qualification : Minimum Diploma in Civil Engineering		2
		General Experience: Min 3 years		1
		Other = (No. Of Yrs/5) x 1		
		Specific Experience: Min 3years		1
		Other = (No. of Yrs/3) x 1		
5		PLANT AND EQUIPMENT(Proof of Ownership or lease agreement)	10	10
	a	Motor graders(1No.or more)		4
		Other = (No. of grader/1) x 4		
	b	Roller (1No.or more)		2

ITEM		DESCRIPTION	Maximum score	POINT SCORE SCALE
		Other = (No. of rollers/1) x 2		
	c	Tippers or dumpers (2No. or more) Other = (No. of Tippers/2)*2		2
	d	Water tankers (1No. or more) Other = (No. of Water Tank/1)*1		1 1
	e	Concrete mixers (1No.or more)		1
6		WORK METHODOLOGY	5	0 - 5;
7		LITIGATION HISTORY (Filled and Signed)	2	
8		County based Physical address within Bungoma County Current Single business of Bungoma County Physical Address outside Bungoma County Current Single business of another County	10	4 3 2 1
		TOTAL	100	

SECTION 4: FORM OF BID

(NOTE: The Appendix forms part of the Bid. Bidders are required to fill all the blank spaces in this form of Bid and Appendix)

NAME OF CONTRACT: _____

TO: The Chief Officer
Department of Water and Natural Resources,
County Government of Bungoma
P.O BOX 634- 50200,
BUNGOMA.

Dear Sir,

1. Having examined the Conditions of Contract, Specifications, Bill of Quantities, and Drawings for the execution of the above-named works we, the undersigned, offer to construct and install such works and remedy any defects therein in conformity with the said Bill of Quantities, Conditions of Contract, Specifications and Drawings for the sum of

(Insert amount in words)

.....
.....

(Insert amount in figures).....

as specified in the Appendix to Bid or such other sums as may be ascertained in accordance with the said Conditions.

2. We undertake, if our bid is accepted, to commence the works within twenty-eight (28) days of receipt of the Engineer's order to commence, and to complete and deliver the whole of the works comprised in the contract within the time stated in the Appendix to Bid.
3. If our bid is accepted we will, when required, obtain a bank guarantee or other sureties (to be approved by you) to be jointly and severally bound with us in a sum not exceeding 10% of the above named sum for the due performance of the contract under the terms of a Bond to be approved by you.
4. We agree to abide by this bid for the period of 90 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. We understand that you are not bound to accept the lowest or any bid you may receive.
6. On the basis of our previous experience we are fully experienced and competent in the type of work included in this tender and we have adequate financial resources to carry out the works described within the period for completion. We are in a position to fulfil the contract for which we have tendered.

Dated this Day of 20

Signature.....in the capacity of

Duly authorized to sign bids on behalf of (Name of Tenderer)

.....

(Address of Tenderer).....

(Name of Witness).....

(Signature of Witness).....

(Address of Witness).....

(Occupation of Witness).....

SECTION 5: APPENDIX TO FORM OF BID

**APPENDIX TO FORM OF BID
(This appendix forms part of the bid)**

CONDITIONS OF CONTRACT	CLAUSE	AMOUNT
Bid Security (Bank Guarantee Only)		2 per cent of Tender Sum in the form of Unconditional Bank /Insurance Guarantee
Amount of Performance Security (Unconditional Bank Guarantee)	10.1	5 per cent of Tender Sum in the form of Unconditional Bank Guarantee
Program to be submitted	14.1	Immediately after issuance of Order to Commence
Cash flow estimate to be submitted	14.3	Immediately after issuance of Order to Commence
Minimum amount of Third Party Insurance	23.2	1% of the Contract Sum
Period for commencement, from Engineer's order to commence	41.1	14 days
Time for completion	43.1	6 months
Amount of liquidated damages	47.1	0.05% of Contract Sum per day
Limit of liquidated damages	47.1	5% of Contract Sum
Defects Liability period	49.1	6 months
Percentage of Retention	60.3	10% of Interim Payment Certificate
Limit of Retention Money	60.3	10% of Contract Sum
Minimum amount of interim certificates	60.2	25% of Contract sum
Notice to Employer and Engineer	68.2	The Employers address is: The County Secretary, P.O. Box 437-50200. <u>Bungoma</u> The Engineer's address is The Chief Officer, Water and Natural resources, P.O Box 634-50200, <u>Bungoma.</u>

Signature of Tenderer..... Date

SECTION 6: FORM OF BID SECURITY

TENDER BANK / INSURANCE GUARANTEE

Note: The bidder shall complete only this form of Bank guarantee. No other Form of Bid Bond or any other forms of security will be accepted. Bidders who fail to comply with this requirement will be disqualified.

WHEREAS [*Name of bidder*].

.....

.....

(herein after called “the Bidder”) has submitted his bid dated

.....

for the



, hereinafter called “the bid”

KNOW ALL MEN by these presents that we [*Name of Bank*]

.....

.....

of [*Name of Country*]

.....

having our registered offices at

.....

(hereinafter called the Bank) are bound unto the **The County Secretary, County Government of Bungoma**, (hereinafter called “the Employer”) in the sum of

(in words Kshs).....

.....

(In figures Kshs).....

for which payment will be well and truly made to the said Employer the Bank binds itself, its successors and assigns by these presents.

SEALED with the common Seal of the said Bank this day of

20.....

THE CONDITIONS of this obligation are:

If the bidder withdraws his Bid during the period of bid validity specified by the Bidder on the Bid Form; or

If the Bidder refuses to accept the correction of errors in his bid; or

If the Bidder having been notified of the acceptance of his bid by the Employer during the period of Bid Validity

- (i) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Tenderers when required or
- (ii) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders.

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 any of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty days after the date of expiration of the bid validity, as stated in the Instructions to Bidders.

At the request of the Employer the Bid validity period may be extended by mutual agreement between the Employer and the Bidder and we undertake to extend the validity of this surety accordingly without you having to inform us of such an extension of the Bid validity period if within this period the Bidder has been notified of the acceptance of his Bid. This Surety shall remain valid up to the time the Contract Agreement has been executed.

SIGNATURE AND SEAL OF THE BANK / INSURANCE FIRM

.....

NAME OF SIGNATORYDATE.....

NAME OF THE WITNESS

SIGNATURE OF THE WITNESS DATE

ADDRESS OF THE WITNESS

SECTION 7: QUALIFICATION CRITERIA

This Section contains all the factors, methods and criteria that the Employer shall use to evaluate applications. The information to be provided in relation to each factor and the definitions of the corresponding terms are included in the respective Application Forms.

Contents

1. Eligibility
2. Historical Contract Non-Performance
3. Financial Situation.
4. Experience³⁵
5. Current Commitment
6. Site Staff
- 7 Schedule Of The Major Items Of Plant To Be Used On The Proposed Contract.

Qualification Criteria		Compliance Requirement	Documentation	
No.	Subject	Requirement	Bidder	
1. Financial Situation				
1.1	Financial Performance	(a) Submission of audited balance sheets and other financial statements acceptable to the Employer, for the last two [2] years. - Unaudited accounts - Audited accounts 1 st year - Audited accounts 2 nd year to demonstrate: (b) the current soundness of the applicants financial position and its prospective long term profitability, and (c) capacity to have a cash flow equivalent to 20% of the tender sum	(a) Score • 0 – 5 Marks 1 Marks 2 Marks 2 Marks (b) Score • 0 – 5 Marks (c) Score • 0 – 6 Marks	Section 7, Schedule 8
1.2	Average Annual Construction Turnover	(d) Average annual construction turnover of KShs. 10000000, calculated as total certified payments received for contracts in progress or completed, within the last 3 years	(d) Score • 0 – 10 Marks	Section 7, Schedule 8
2. Experience				
2.1(a)	General Construction Experience	Experience under construction contracts in the role as a main contractor or subcontractor for at least the last 3 years prior to the applications submission deadline - Experience 3 years - Experience 2 years - Experience 1 year - Experience 0 year	Score • 0 – 12 Marks 12 Marks 8 Marks 4 Marks 0 Marks	Section 7, Schedule 6

Qualification Criteria			Compliance Requirement	Documentation
No.	Subject	Requirement	Bidder	Submission Requirements
2.1(b)	Specific Construction Experience	Participation as a water contractor, management contractor or subcontractor, in at least 3 contracts each with a value of at least KShs. 5,000,000.00 successfully and substantially completed. One (1) of the contracts should be similar to the proposed works. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Section 12.	Score	Section 7, Schedule 6
		<ul style="list-style-type: none"> • 0-12 Marks 		
		<ul style="list-style-type: none"> ▪ -3 contract each with a value of kshs5,000,000 	6 Marks	
		<ul style="list-style-type: none"> ▪ -Similality with proposed works 	6 Marks	Section 7, Schedule 10
4.2	Work Methodogy	Submission of a detailed work methodology 2 – 3 pages single space font 12 in accordance with sub-clause 5.3	Score	
			<ul style="list-style-type: none"> • 0 -10 Marks 	
5. Current Commitments				
5.1	On-going contracts	The total value of outstanding works on the on-going contracts should not exceed the average annual turnover for the last two years.	Score	Section 7, Schedule 7
			<ul style="list-style-type: none"> • 0 or 10 Marks 	

Qualification Criteria		Compliance Requirement	Documentation
No.	Subject	Requirement	Bidder
6. Site Staff			
		The site staff shall possess minimum levels of qualifications set below;	Score
	HQ Staff	At least 2 No. Personnel be based at HQ - Each staff	<ul style="list-style-type: none"> 0-20 marks 4 Marks
	Site Agent	Qualification = HND Civil Engineering or Equivalent General Experience = 5 Yrs Specific Experience = 3 Yrs	<ul style="list-style-type: none"> 3 marks 2 marks 3 marks
	Foreman	Qualification = Dip. Civil Engineering or Equivalent General Experience = 5 yrs Specific Experience = 3 Yrs	<ul style="list-style-type: none"> 2 marks 1 mark 1 mark
	Site Surveyor	Qualification = Diploma in Survey General Experience = 3 yrs Specific Experience = 2 Yrs	<ul style="list-style-type: none"> 2 marks 1 mark 1 mark
7. County Based			
	County name (BUNGOMA)	Should have the physical address within BUNGOMA County and Current Work Permit	Score
			<ul style="list-style-type: none"> 0 - 10 marks
			Section 7, Schedule 4

.....
(Signature of Contractor)

.....
(Date)

SECTION 8: SCHEDULES OF SUPPLEMENTARY INFORMATION

SCHEDULE 1: CONFIDENTIAL BUSINESS QUESTIONNAIRE

SCHEDULE 2: FORM OF WRITTEN POWER OF ATTORNEY

SCHEDULE 3: MAJOR ITEMS OF CONSTRUCTION PLANT AND EQUIPMENT

SCHEDULE 5: KEY PERSONNEL

**SCHEDULE 6: SCHEDULE OF WATER WORKS CARRIED OUT BY THE BIDDER IN THE LAST
3 YEARS**

SCHEDULE 7: SCHEDULE OF ONGOING PROJECTS

SCHEDULE 8: FINANCIAL STANDING

SCHEDULE 9: OTHER SUPPLEMENTARY INFORMATION.....68

SCHEDULE 10: WORK METHODOLOGY.....69

SCHEDULE 1: CONFIDENTIAL BUSINESS QUESTIONNAIRE

This Confidential Business Questionnaire of the Government of Kenya shall be completed by the Bidder.

REPUBLIC OF KENYA

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

.....

Location of business premises

.....

Plot No.Street/Road

Postal Address.....Tel No.

Nature of business.....

.....

Single Business Permit No.Expiring date

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

Kshs.....

Name of your bankers.....

Branch.....

Are you an agent of the Kenya National Trading Corporation? YES/NO

Part 2(a) - Sole Proprietor:

Your name in full

.....
Age.....
NationalityCountry of origin
*Citizenship details

Part 2(b) - Partnership:

Give details of partners as follows:

Name	Nationality	Citizenship Details*	Shares***
1.....			
2.....			
3.....			
4.....			
5.....			

Part 2(c) - Registered Company:

Private or public
State the nominal and issued capital of the company-
Nominal Kshs.
Issued Kshs.

Give details of all directors as follows:

Name	Nationality	Citizenship Details*	Shares***
1.....			
2.....			

3.....

4.....

5.....

Part 2(d)- Interest in the Firm:

Yes**	
-------	--

No**	
------	--

Is there any person / persons in the County Government of Bungomawho has interest in this firm?

.....

Date

Signature of Bidder

**Attach proof of citizenship (Certified Copy of National ID or Passport) (Compulsory)*

*** Tick (✓) to agree as necessary (Compulsory)*

**** Attach certified copy of Form CR12 (Compulsory)*

The Bidder shall state here below the name(s) and address of his representative(s) who is/are authorized to sign the document and receive on his behalf correspondence in connection with the Bid.

.....
(Name of Bidder's Representative in block letters)

.....
(Address of Bidder's Representative)

.....
(Signature of Bidder's Representative)

Alternate:

.....
(Name of Bidder's Representative in block letters)

.....
(Address of Bidder's Representative)

.....
(Signature of Bidder's Representative)

*To be filled by all Bidders.

SCHEDULE 5: KEY PERSONNEL

DESIGNATION	NAME	NATIONALITY	SUMMARY OF QUALIFICATIONS AND EXPERIENCE		
			Qualifications	General Experience (Yrs)	Specific Experience (Yrs)
Headquarters Partner/Director or other key staff (give designation)					
Site Office Site Agent Site Surveyor Foreman					

Note: The Bidder shall list in this schedule the key personnel he will employ from the Contractor's headquarters and from the Contractor's site office to direct and execute the work together with their qualifications, experience, position held and nationality in accordance with Clause 15.2 and 16.3 of the Conditions of Contract Part II (where required, use separate sheets to add extra data for column 4). Bidders shall attach certified copies of academic certificates, evidence of current employment (employment letter), signed and certified CVs of all key staff and certified copies of academic certificates.

I certify that the above information is correct.

.....
(Signature of Bidder)

.....
(Date)

SCHEDULE 7: SCHEDULE OF ONGOING PROJECTS

DESCRIPTION OF WORKS	NAME OF CLIENT	DATE OF COMMENCEMENT	DATE OF COMPLETION	VALUE OF WORKS (KSHS)	VALUE COMPLETED UP TO DATE %	PHYSICALLY COMPLETED UP TO DATE %

Note: 1. Bidders shall attach certified copies of letters of award (for each listed project) and any certified evidence for executed works e.g copy of recent payment certificate.

2. Bidders must indicate all their on-going works as at the time of bidding. Any non-disclosure shall constitute non-responsiveness)

I certify that the above works are being carried out by me and that the above information is correct.

.....
(Signature of Bidder)

.....
(Date)

SCHEDULE 8: FINANCIAL STANDING

- 1 Submit copies of audited profit and loss statements, balance sheet and Cash flow statements for the last two calendar years and estimated projection for the next two years with certified English translation where appropriate. These must be signed by Certified Public Accountant recognised by ICPAK and at least one Director.
- 2 Give turnover figures for each of the last two (2) financial years. Quote in millions and decimal thereof.

	Year 2015	Year 2016
	Ksh.	Ksh.
Water Works		
Other civil Engineering works		
Other (specify)		
Total		

SUMMARY OF ASSETS AND LIABILITIES OF THE AUDITED FINANCIAL STATEMENTS OF THE LAST TWO (2) FINANCIAL YEARS.

	Year 2015	Year 2016
	KShs.	KShs.
1. Total Assets		
2. Current Assets		
3. Bank Credit Line Value		
4. Total Liabilities		
5. Current Liabilities		
6. Net Worth (1-4)		
7. Working capital (2+3-5)		

- (a) Name/Address of Commercial Bank providing credit line

.....

- (b) Total amount of credit line KShs.....

Attach certified copies of financial bank statements of the last two years.

Attach a certified copy of Undertaking of the Bank to providing the credit.

SCHEDULE 9: OTHER SUPPLEMENTARY INFORMATION

Financial reports for the last two years, balance sheets, profit and loss statements, auditors' reports etc. List them below and attach copies.

.....

Evidence of access to financial resources to meet the qualification requirements. Cash in hand, lines of credit etc. List below and attach copies of supporting documents

.....

Name, address, telephone, telex, fax numbers of the Bidders Bankers who may provide reference if contacted by the Contracting Authority.

.....

Information on current litigation in which the Bidder is involved.

OTHER PARTY (IES)	CAUSE OF DISPUTE	AMOUNT INVOLVED (KSHS)

I certify that the above information is correct.

.....
 Date

.....
 Signature Of Bidder

SCHEDULE 10: WORK METHODOLOGY

Give a detailed description of how you intend to carry out the work including quality assurance of works and any designs to be carried out by the Bidder, in not less than three (2) pages and not more than five (5) pages (typed, font 12 and single spaced).

SECTION 9 - GENERAL CONDITIONS OF CONTRACT

9.1 Definitions

9.1.1 In this contract, the following terms shall be interpreted as indicated:-

- a) "The contract" means the agreement entered into between the procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

- b) "The Contract Price" means the price payable to the tenderer under the contract for the full and proper performance of its contractual obligations.
- c) "The Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the procuring entity under the Contract.
- d) "The Procuring entity" means the organization purchasing the Goods under this Contract.

- e) "The Tenderer" means the individual or firm supplying the Goods under this Contract.

9.2 Application

9.2.1 These General Conditions shall apply in all contracts made by the Procuring entity for the procurement installation and commissioning of equipment.

9.3 Country of Origin

9.3.1 For the purposes of this clause, "Origin" means the place where the Goods were mined, grown or produced.

9.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

9.4 Standard

9.4.1 The goods supplied under this contract shall conform to the standards mentioned in the Technical Specifications.

9.5 Use of Contract Documents and Information

9.5.1 The tenderer shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the procuring entity in connection therewith, to any person other than the person employed by the tenderer in the performance of the contract.

9.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above.

9.5.3 Any document, other than the contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity.

9.6 Patent Rights

9.6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of Infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof in the Procuring entity's country.

9.7 Performance Security

9.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the procuring entity the performance security in the amount specified in Special Conditions of Contract.

9.7.2 The proceeds of the performance security shall be payable to the Procuring entity as Compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

9.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

9.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the tenderer's performance obligations under the contract, including any warranty obligations, under the Contract.

9.8 Inspection and Tests

9.8.1 The procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract specifications. The Procuring entity shall notify the Tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

9.8.2 The inspections and tests may be conducted in the premises of the tenderer or its Subcontractor, at point of delivery, and /or at the Good's final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the Inspectors at no charge to the procuring entity.

9.8.3 Should any inspected or tested goods fail to conform to the specification, the procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the procuring entity.

9.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the procuring entity or its representative prior to the equipment delivery.

9.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this contract.

9.9 Packing

9.9.1 The tenderer shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

9.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract

9.10 Delivery and Documents

9.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by procuring entity in its schedule of Requirements and the special Conditions of Contract.

9.11 Insurance

9.11.1 The Goods supplied under the contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the special conditions of contract.

9.12 Payment

9.12.1 The method and conditions of payment to be made to the tenderer under this contract shall be specified in special conditions of contract.

9.12.2 Payments shall be made promptly by the procuring entity as specified in the contract.

9.13 Prices

9.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in special conditions of Contract, vary from the prices by the tenderer in its tender.

9.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12months)

9.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the Original contract price.

9.13.4 Price variation request shall be processed by the procuring entity within 30 days of Receiving the request.

9.14 Assignment

9.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

9.15 Subcontracts

9.15.1 The tenderer shall notify the procuring entity in writing of all subcontracts awarded under this contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the contract.

9.16 Termination for Default

9.16.1 The procuring entity may, without prejudice for any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part

a) if the tenderer fails to deliver any of all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the procuring entity.

b) if the tenderer fails to perform any other obligation(s) under the contract.

c) if the tenderer, in the judgment of the procuring entity has engaged in corrupt or Fraudulent practices in competing for or in executing the Contract.

9.16.2 In the event the procuring entity terminates the contract in whole or in part, it may Procure, upon such terms and in such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the procuring entity for any excess costs for such similar goods.

9.17 Liquidated Damages

9.17.1 If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered

price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

9.18 Resolution of Disputes

9.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by Direct informal negotiation and disagreement or dispute arising between them under or in Connection with the contract.

9.18.2 If, after thirty (30) days from the commencement of such informal negotiations both Parties have been unable to resolve amicably a contract dispute, either party may require Adjudication in an agreed national or international forum, and/or international arbitration.

9.19 Language and Law

9.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

9.20 Force Majeure

9.20.1 The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

SECTION 9B**SPECIAL CONDITIONS OF CONTRACT**

1. Special conditions of Contract shall supplement the General Conditions of Contract.
Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC Herein shall prevail over those in the GCC.

2. Special conditions of contract as relates to the GCC

Reference of GCC	Special Conditions of Contract
Performance Security	<i>5% of the tender sum</i>
Delivery Time	<i>Weekdays from 8.00am-4.00pm</i>
Delivery Period	<i>Within 6 months from Date of signing the contract</i>
Method of Payment	<i>After completion of milestones as approved by the R.E</i>
Prices	<i>Inclusive of all Taxes</i>
Price Variation	<i>Will not be allowed</i>
Resolution of Disputes	<i>Arbitration</i>

SECTION 10: FORM OF AGREEMENT

SECTION 10: FORM OF AGREEMENT

THIS AGREEMENT is made on the day of 20
between the County Government of Bungoma of P. O. Box 437, 50200 **Bungoma**, Kenya
hereinafter called "the Employer" of the one part and
..... Hereinafter called "the Contractor" of
the other part.

WHEREAS the Employer is desirous that certain works should be executed, viz.



and has accepted a Bid by the Contractor for the execution completion and maintenance of such works NOW THIS AGREEMENT WITNESSETH as follows:

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.

The following document shall be deemed to form and be read and construed as part of this Agreement, viz.:

- The said BID dated
- The Conditions of Contract
- The Standard and Special Specification
- The Priced Bill of Quantities
- The Letter of Acceptance
- Schedules of Supplementary Information
- The Drawings
- Other documents as may be agreed and listed

All aforesaid documents are hereinafter referred to as "The Contract".

In consideration of the payment to be made by the Employer to the Contractor, the Contractor hereby covenants with the Employer to execute, complete and maintain the works in conformity in all respects with the provisions of the Contract.

The Employer hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the works the Contract Price at the times and in the manner prescribed by the Contract.

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

SIGNED SEALED/STAMPED AND DELIVERED

By the said Employer:
(County Government of Bungoma)
For and on behalf of the said Employer

In the presence of:
(Name and Designation of Witness)

.....
(Signature of Witness)

.....
(Address of witness)

By the said Contractor:

In the presence of:
(Name and Designation of Witness)

.....
(Signature of Witness)

.....
(Address of witness)

SECTION 11: FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To:

The Chief Officer,
Department of Water and Natural Resources
County Government of Bungoma,
P.O. Box 437, 50200.
BUNGOMA

WHEREAS (hereinafter called
“the Contractor”)
Has undertaken in pursuance of Contract No.Dated
.....to execute the



, (hereinafter called the “Contract”)

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified in the Appendix to Form of Bid 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 in figures)

Kshs.
.....

.....(amount in words)

and we undertake to payment to you, upon your first written demand and without cavil or argument, any sum or sums within and up to the limits as aforesaid without your needing to prove or show grounds or reasons for the sum specified therein.

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

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 you 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

This Guarantee shall be valid until 28 days after issuing of the Defects Liability Certificate.

AUTHORIZED SIGNATURE OF THE BANK

.....

Name of Signatory.....

Name of bank.....

Address..... Date

SECTION 12: SPECIAL SPECIFICATIONS

TABLE OF CONTENTS

SECTION 1 – GENERAL

101 LOCATION OF CONTRACT

The work is located in Cheptais and Lwandanyi ward of Bungoma County

102 SCOPE OF WORKS

The works to be executed under the Contract comprise mainly of but not limited to the following:-

REHABILITATION AND EXTENSION OF CHEPTAIS/LWAKHAHA WATER PROJECT PIPELINE

Defects Liability Period shall be 6 months.

Any other activity not listed above in either category but deemed to be necessary by the Engineer, shall be subject to the Engineer's formal instructions within the mode of payment stipulated either by day works or on a measured basis.

103 PROGRAMME OF EXECUTION OF THE WORKS

The contractor shall provide the works programme, required under clause 14 of the Conditions of Contract, within 14 days of receipt of the Engineer's Order to commence work.

The Contractor shall be held responsible for injury to existing structures, works or services and shall indemnify and keep indemnified the Employer against any claims in this respect (including consequential damages).

SECTION 16: BILLS OF QUANTITIES

PREAMBLE TO BILL OF QUANTITIES

1. The Bills of Quantities forms part of the Contract Documents and are to be read in conjunction with the Instructions to Bidders, Conditions of Contract Parts I and II, Specifications.
2. The Quantities set forth in the Bills of Quantities are estimated , representing substantially the work to be carried out, and are given to provide a common basis for bidding and comparing of Bids. There is no guarantee to the Contractor that he will be required to carry out all the quantities of work indicated under any one particular item or group of items in the Bill of Quantities. The basis of payment shall be the Contractor's rates and the quantities of work actually done in fulfilment of his obligation under the Contract.

- 3 The prices and rates inserted in the Bills of Quantities will be used for valuing the work executed, and the Engineer will only measure the whole of the works executed in accordance with this Contract.

5. A price or rate shall be entered in ink against every item in the Bills of Quantities with the exception of items that already have Provisional sums affixed thereto. The bidders are reminded that no “nil” or “included” rates or “lump-sum” discounts will be accepted. The rates for various items should include discounts if any. Bidders who fail to comply will be disqualified.

**DEPARTMENT OF WATER AND NATURAL RESOURCES
CHEPTAIS-LWAKHAHA WATER PROJECT
CONTRACT NO... BGM/CNTY/OT/WNR/126/2017-18
BILLS OF QUANTITIES**

BILL No. 1

PRELIMINARY AND GENERAL ITEMS

ITEM No.	DESCRIPTION	UNIT	QTY	RATE Kshs	AMOUNT Kshs
1.10	<u>SPECIAL REQUIREMENTS</u> Allow a P.C. Sum of Kshs. 100,000 for training of Employer's Staff during Construction, Testing and Commissioning of the Works as specified.	Item	P.C		100,000.00
1.20	Allow a P.C Sum of Kshs. 200,000 for the purchase and installation of printers to be used by the R.E and his staff	Item	P.C		200,000.00
1.30	Add% for profit, administration, attendance upon, overheads, etc. for Items 1.1,1.2 above	%			
1.50	<u>Offices</u> Contractor to allow for maintenance and attendance of the Resident Engineer's offices and supply of consumables as per Specifications for the Engineer's staff for the duration of the Contract.	Month	4	30,000	120,000.00
1.60	<u>Accommodation</u> Allow a provisional sum of Kshs 300,000 administrative services for 1 No Assistant Resident Engineer and 2 No Inspectors of works for 6 months provision and M&E team from County Water Office and stakeholders and site meetings.	ITEM	P.C	300,000	300,000.00
	<u>Vehicles</u>				
	PAGE TOTAL CARRIED TO SECTION COLLECTION SHEET				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1.70	Allow a P.C. Sum of Kshs. 100,000 for maintaining, running and servicing the R.E 's mortorvehicles	Item	L.S.		100,000.00
1.80	Add% for profit, administration, attendance upon, overheads etc., for Item 1.5,1.6 & 1.7 above (% to be as per Appendix to Form of Bid)	%			
	<u>Telecommunications</u>				
1.90	Allow a P.C. Sum of KShs. 50,000 for telephone and fax services for the Project/Site Offices	Item	P.C		50,000.00
1.1.1	Add% for profit, administration, attendance upon, overheads, etc. for Item 1.1.3 above	%			
	<u>Other Supplies</u>				
1.1.2	Allow a P.C. Sum of KShs. 50,000 for the provision of stationeries, printing, provision of colour ink cartridges and taking photographs for record purposes, progress reports etc. as specified or as instructed by the Engineer.	Item	P.C		50,000.00
1.1.3	Add% for profit, administration, attendance upon, overheads, etc. for Item 1.1.2 above.	%			
1.1.4	Allow a Provisional Sum of Kshs. 50,000 to carry out cadastral survey by licenced Surveyor, including obtaining approval by Director of Surveys, compensation and issuance of Title Deeds at various sites as directed by the Engineer.	Item	P.S		50,000.00
	PAGE TOTAL CARRIED TO SECTION COLLECTION SHEET				

CHEPTAIS LWAKHAHA WATER PROJECT
CONTRACT NO.....
BILLS OF QUANTITIES

COLLECTION SHEET 1
BILL No. 1

PRELIMINARIES AND GENERAL

-

			Amount
			Kshs.
	Page Total, Page 1 of 2		
	Page Total, Page 2 of 2		
	Bill Total Exclusive of Duties and Taxes	(A)	
	Estimate of Duties Payable (by Category)	%	

	Sub Total Duties	(B)
	Total Inclusive Duties	(A + B)	
	Value Added Tax:		
	16% of (A + B)	(C)	
	Bill Total Inclusive of Duties and Taxes, Carried Grand Summary	(A)+(B)+(C)	

**DEPARTMENT OF WATER AND NATURAL RESOURCES
CHEPTAIS LWAKHAHA WATER PROJECT
CONTRACT NO.. BGM/CNTY/OT/WNR/126/2017-18**

BILL NO. 2

PIPE LAYING

ITEM	DESCRIPTION	UNIT	QTY	RATE Kshs	AMOUNT Kshs.
No.					
2.10	<u>PROJECT DESIGN AND REVIEW</u>				
2.1.1	Allow provisional contract sum of 300,000 to carry out project appraisal, design, and preparation of project design and as built drawings and mapping of project by use of G.I.S and Auto CAD and final project document as directed and approved by the Resident Engineer.	Item	P.S		
2.1.2	Add% for profit, administration, attendance upon, overheads, etc. for Item 2.1.1 above	%			
2.1.3	Allow a sum of 100,000 for provision and maintenance of survey equipment as specified for the sole use of the Engineer. Equipment to revert to the Contractor at the end of the Contract.	Item	L.S		
2.1.4	- Allow a sum of 100,000 for carrying out detailed assessment of the existing Treated Water Gravity Main to ascertain its status. Rate to also include topographic survey to establish the invert of the ground levels to areas that can be possibly served.	Item	L.S		
2.1.5	Add% for profit, administration, attendance upon, overheads, etc. for Item 2.1.4 above	%			
2.1.6	Allow a P.C. Sum of KShs. 200,000 for the provision of GPS, MOBILE MAPPER as specified for the sole use of the Engineer. Equipment to revert to the Employer at the end of the Contract.	Item	P.C		
2.1.7	Add% for profit, administration, attendance upon, overheads, etc. for Item 2.1.6 above	%			
	PAGE TOTAL CARRIED TO SECTION COLLECTION SHEET				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2.20	<u>PIPELAYING</u> - Supply, excavate, Lay,Joint, backfill, test and commission the following pipelines complete with fittings				
	CHEPTAIS-LWAKHAKHA				
	WAMONO -LWANDANYI GRAVITY MAIN LINES				
2.2.1	DN 100 PN 12.5 Upvc Pipes parallel from Wamomo tank to Lwandanyi tank line (1.8km)	Nr	250		
2.2.2	GI epoxy coated pipe DN 100 for Wamomo line road crossings (36m)	Nr	6		
	PERESTEL SPRING TO 6" LWANDANYI PIPE				
2.2.3	Rehabilitate ND 90 Upvc PN 10 Pipes from Lwandanyi to Kabrwet market line (2.5 km)	Nr	250		
2.2.4	Rehabilitate ND 90 GI pipes from Lwandanyi-Kabrwet line	Nr	10		
	CHEPTIYA-CHEMUSES DISTRIBUTION				
2.30	ND 63 PN 12.5 Upvc Pipes for Cheptiya- Chemuses line-Cheptais (2km)	Nr	250		
2.40	GI DN 63 Pipes for Cheptiya- Chemuses line-Cheptais (36m)	Nr	10		
	REHABILITATION				
	KABURWETI TO LWAKHAKHA LINE				
	REHABILITATION				
2.2.5	Rehabilitate ND 63 Upvc PN 12.5 from Kabrwet to Lwakhaha town (2 km)	Nr	150		
2.2.6	Rehabilitate ND 63 GI pipes from Kabrwet to Lwakhaha town(18m)	Nr	3		
	STORAGE TANK REHABILITATION				
2.2.7	Allow for rehabilitation of 100m3 storage tank at Lwandanyi	L/s	1		
	FITTINGS AND VALVES				
2.2.8	Allow for installation of air valves (Sizes 32mm) and valve chambers along the pipelines	Nr	3		
2.2.9	Allow for installation of sluice valves (Sizes 100mm) and valve chambers along the pipelines	Nr	3		
	PAGE TOTAL CARRIED TO SECTION COLLECTION SHEET				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2.2.10	Allow for installation of sluice valves (Sizes 90mm) and valve chambers along the pipelines	Nr	3		
2.2.11	Provide materials and construct valve chambers 1000mm x 1000mm along the pipelines	Nr	2		
2.2.12	Supply materials and construct Wash outs ap per design drawings complete with 1000mmx1000mm valve hamber	Nr	2		
2.2.13	Allow for supply of Solvent cement (tangit) for fittings	lts	5		
2.2.14	Allow for supply and installation of VJ Couplings 4"	no	6		
2.2.15	Allow for supply and installation of VJ Couplings 3"	no	6		
2.2.16	Allow for supply and installation of GI tees 4"	no	4		
	PAGE TOTAL CARRIED TO SECTION COLLECTION SHEET				

CHEPTAIS LWAKHAHA WATER PROJECT

BILL NO. 2

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-
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COLLECTION SHEET 2

			Amount
			Kshs.
	Page Total, Page 1 of 3		
	Page Total, Page 2 of 3		
	Page Total, Page 3 of 3		
	Bill Total Exclusive of Duties and Taxes, Carried to Grand Summary 1 (One)	(A)	
	Estimate of Duties Payable (by Category)	%	
	
	
	
	Sub Total Duties	(B)	
	Total Inclusive Duties	(A + B)	
	Value Added Tax:		
	16% of (A + B)	(C)	
	Bill Total Inclusive of Duties and Taxes, Carried to Grand Summary 2 (Two)	(A)+(B)+(C)	

CHEPTAIS LWAHAHA WATER PROJECT
TENDER NO..BGM/CNTY/OT/WNR/126/2017-18

GRAND SUMMARY
BILLS TOTAL INCLUDING DUTIES AND TAXES

BILL NO.	DESCRIPTION	AMOUNT Kshs.
1	PRELIMINARIES AND GENERALS	
2	PIPE LAYING	
	GRAND TOTAL INCLUDING DUTIES AND TAXES CARRIED TO FORM OF BID	