



TENDER NO. KETRACO/PT/009/2019

**SUPPLY AND INSTALLATION OF PREFABRICATED
CONTAINERIZED LIVING UNITS FOR SUBSTATIONS**

AUGUST 2019

**PRE – BID MEETING AND SITE VISIT: 11TH SEPTEMBER,
2019**

CLOSING DATE: 24TH SEPTEMBER, 2019 AT 10.00AM

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SECTION I: INVITATION TO TENDER

DATE _____

TENDER REF NO. KETRACO/PT/009/2019

**TENDER NAME: SUPPLY AND INSTALLATION OF PREFABRICATED
CONTAINERIZED LIVING UNITS FOR SUBSTATIONS**

- 1.1 The Kenya Electricity Transmission Company invites sealed bids from eligible bidders for the **Supply and Installation of Prefabricated Containerized Living Units for Substations**
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the **Kenya Electricity Transmission Company, Supply Chain Management, Kawi Complex, Block B, Off Popo Road, Off Red Cross Road, South C, 2nd Floor** during normal working hours.
- 1.3 A complete set of tender documents shall be obtained by interested candidates from the KETRACO website. Bidders who download the documents **MUST** register their details with the procurement office using the following email address: **supplychain@ketraco.co.ke**.
- 1.4 Completed tender documents **MUST be accompanied by a Security in the form of a bid bond**. These are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box on **Second Floor, Kawi Complex, Block B, Off Popo Road, Off Red Cross Road, South C, during normal working hours**.
so as to be received on or before **24th September 2019 at 10:00 am**.
- 1.5 Prices quoted should be inclusive of all taxes and delivery costs, and must be in Kenya Shillings (or any other easily convertible currency) and shall remain valid for 120 days from the closing date of the tender.
- 1.6 Submission of bids shall be in one envelope.
- 1.7 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at the **Kawi Complex on 2nd Floor, Kawi Complex**.

Any canvassing or giving of false information will lead to automatic disqualification.

**The Senior Manager, Supply Chain
Kenya Electricity Transmission Company
P.O. Box 34942-00100
NAIROBI**

SECTION II: INSTRUCTIONS TO TENDERERS.

1. General

- 1.1 The Kenya Electricity Transmission Company invites tenders for Works Contract as described in the tender documents. The successful Tenderer will be expected to complete the Works by the Intended Completion Date specified in the said Appendix.
- 1.2 Tenderers shall include the following information and documents with their tenders, unless otherwise stated:
 - (a) copies of certificates of registration, and principal place of business;
 - (b) total monetary value of work performed for each of the last five years;
 - (c) experience in works of a similar nature and size for each of the last five years, and clients who may be contacted for further information on these contracts;
 - (d) major items of prefabrication and construction equipment owned;
 - (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
 - (f) reports on the financial standing of the Tenderer, such as profit and loss statements and auditor's reports for the last five years;
 - (g) authority to seek references from the Tenderer's bankers.
- 1.3 The Tenderer shall bear all costs associated with the preparation and submission of his tender, and KETRACO will in no case be responsible or liable for those costs.
- 1.4 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer's own expense.
- 1.5 The procurement entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 1.6 The tender can be downloaded from the KETRACO's website; www.ketraco.co.ke. The price to be charged for printing the tender document shall not exceed Kshs. 1,000/=
- 1.7 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.
- 1.8 **There shall be a pre - bid meeting to be held on 3rd September 2019 and thereafter a Site visit to selected sites.**

2. Tender Documents

- 2.1 The complete set of tender documents comprises the documents listed here below and any addenda issued in accordance with clause 2.4 here below: -
- (a) These instructions to Tenderers
 - (b) Form of Tender
 - (c) Conditions of Contract and Appendix to Conditions of Contract
 - (d) Specifications
 - (e) Drawings
 - (f) Bills of Quantities/Schedule of Rates (whichever is applicable)
 - (g) Other materials required to be filled and submitted in accordance with these Instructions and Conditions
- 2.2 The Tenderer shall examine all instructions, forms and specifications in the tender documents. Failure to furnish all information required by the tender documents may result in rejection of his tender.
- 2.3 A prospective Tenderer making inquiries of the tendering documents may notify KETRACO in writing or by cable, telex or facsimile at the address indicated in the letter of invitation to tender. KETRACO will respond to any request for clarification received earlier than seven [7] days prior to the deadline for submission of tenders. Copies of the KETRACO's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.
- 2.4 Before the deadline for submission of tenders, KETRACO may modify the tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing or by cable, telex or facsimile to all Tenderers. Prospective Tenderers shall acknowledge receipt of each addendum in writing to KETRACO.
- 2.5 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, KETRACO shall extend, as necessary, the deadline for submission of tenders in accordance with clause 4.2 here below.

3. Preparation of Tenders

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

- (d) Any other materials required to be completed and submitted by Tenderers.
- 3.3 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities/Schedule of Rates. Items for which no rate or price is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities/Schedule of Rates. All duties, taxes and other levies payable by the Contractor under the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the Tenderer.
- 3.4 The rates and prices quoted by the Tenderer shall not be subject to any adjustment during the performance of the Contract.
- 3.5 The unit rates and prices shall be in Kenya Shillings.
- 3.6 Tenders shall remain valid for a period of One Twenty (120) days from the date of submission. However, in exceptional circumstances, KETRACO may request that the Tenderers extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing.
- 3.7 The Tenderer shall prepare one original and one copy of the documents comprising the tender documents as described in these Instructions to Tenderers.
- 3.8 The original shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons signing the tender.
- 3.9 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.
- 3.10 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

4. Submission of Tenders

- 4.1 The tender duly filled and sealed in an envelope shall; -
- (a) be addressed to KETRACO at the address provided in the invitation to tender;
- (b) bear the name and identification number of the Contract as defined in the invitation to tender; and

- (c) provide a warning not to open before the specified time and date for tender opening.
- 4.2 Tenders shall be delivered to KETRACO at the address specified above not later than the time and date specified in the invitation to tender.
- 4.3 The tenderer shall not submit any alternative offers unless they are specifically required in the tender documents.

Only one tender may be submitted by each tenderer. Any tenderer who fails to comply with this requirement will be disqualified.
- 4.4 Any tender received after the deadline for opening tenders will be returned to the tenderer un-opened.
- 4.5 KETRACO may extend the deadline for submission of tenders by issuing an amendment in accordance with sub-clause 2.5 in which case all rights and obligations of KETRACO and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

5. Tender Opening and Evaluation

- 5.1 The tenders will be opened in the presence of the Tenderers' representatives who choose to attend at the time and in the place specified in the invitation to tender.
- 5.2 The Tenderers' names, the total amount of each tender and such other details as may be considered appropriate, will be announced at the opening by KETRACO. Minutes of the tender opening, including the information disclosed to those present will also be prepared by KETRACO.
- 5.3 Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of the Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence KETRACO's officials, processing of tenders or award decisions may result in the rejection of his tender.
- 5.4 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:
 - (a) where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the

opinion of KETRACO's representative, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.

- (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities/Quotation, the amount as stated in the Form of Tender shall prevail.
 - (d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the Corrected Builder's Work (i.e. corrected tender sum less P.C. and Provisional Sums).
 - (e) The Error Correction Factor shall be applied to all Builder's Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.
 - (f) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and with concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security forfeited.
- 5.5 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 5.6 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 5.7 Where contract price variation is allowed, the valuation shall not exceed 15% of the original contract price.
- 5.8 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.
- 5.9 Preference where allowed in the evaluation of tenders shall not exceed 15%
- 5.10 To assist in the examination, evaluation, and comparison of tenders, KETRACO at his discretion, may request [in writing] any Tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex or facsimile but no change in the tender price or substance of the tender shall be sought, offered or permitted.
- 5.11 The Tenderer shall not influence KETRACO on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. Any effort by the Tenderer to influence KETRACO or his employees in his

decision on tender evaluation, tender comparison or Contract award may result in the rejection of the tender.

6. Award of Contract

- 6.1 The award of the Contract will be made to the Tenderer who has offered the lowest evaluated tender price.
- 6.2 Notwithstanding the provisions of clause 6.1 above, KETRACO reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time prior to the award of Contract without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the action.
- 6.3 The Tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, telex or facsimile. This notification (hereinafter and in all Contract documents called the "Letter of Acceptance") will state the sum [hereinafter and in all Contract documents called the "Contract Price" which KETRACO will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. The contract shall be formed on the parties signing the contract. At the same time the other tenderers shall be informed that their tenders have not been successful.
- 6.4 The Contract Agreement will incorporate all agreements between KETRACO and the successful Tenderer. It will be signed by KETRACO and sent to the successful Tenderer, within 30 days following the notification of award. Within 21 days of receipt, the successful Tenderer will sign the Agreement and return it to KETRACO.
- 6.5 Within 21 days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to KETRACO a Performance Security amount stipulated in the Appendix to Conditions of Contract.
- 6.6 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 6.7 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 6.8 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

7. Corrupt and fraudulent practices

- 7.1 The procuring entity requires that the tenderer observes the highest standard of ethics during the procurement process and execution of the contract. A tenderer shall sign a declaration that he has not and will not be involved in corrupt and fraudulent practices.
- 7.2 The procuring entity will reject a tender if it determines that the tenderer recommended for award has engaged in corrupt and fraudulent practices in competing for the contract in question.
- 7.3 Further a tenderer who is found to have indulged in corrupt and fraudulent practices risks being debarred from participating in public procurement in Kenya.

SECTION III - CONDITIONS OF CONTRACT

1. Definitions

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

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

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

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

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

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

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

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

"Days" are calendar days; **"Months"** are calendar months.

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

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

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

"Drawings" include calculations and other information provided or approved by KETRACO's Representative for the execution of the Contract.

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

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

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

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

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

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

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

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

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

“A Variation” is an instruction given by KETRACO’s Representative which varies the Works.

“The Works” are what the Contract requires the Contractor to construct, install, and turnover to KETRACO.

2. Contract Documents

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

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

3. Employer’s Representative’s Decisions

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

4. Works, Language and Law of Contract

- 4.1 The Contractor shall construct and install the Works in accordance with the Contract documents. The Works may commence on the Start Date and shall be carried out in accordance with the Program submitted by the Contractor, as updated with the approval of KETRACO's Representative, and complete them by the Intended Completion Date.
- 4.2 The ruling language of the Contract shall be English language and the law governing the Contract shall be the law of the Republic of Kenya.

5. Safety, Temporary works and Discoveries

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

6 Work Program and Sub-contracting

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

7 The site

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

8 Instructions

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

9 Extension of Completion Date

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

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

Delay by: -

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

- (k) delay in receiving possession of or access to the Site.

10 Management Meetings

- 10.1 A Contract management meeting shall be held regularly and attended by KETRACO's Representative and the Contractor. Its business shall be to review the plans for the remaining Work. KETRACO's Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and KETRACO. The responsibility of the parties for actions to be taken shall be decided by KETRACO's Representative either at the management meeting or after the management meeting and stated in writing to all who attend the meeting.
- 10.2 Communication between parties shall be effective only when in writing.

11 Defects

- 11.1 KETRACO's Representative shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. KETRACO's Representative may instruct the Contractor to search for a defect and to uncover and test any Work that KETRACO's Representative considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor. However, if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.
- 11.2 KETRACO's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract.
- 11.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by KETRACO's Representative's notice. If the Contractor has not corrected a defect within the time specified in KETRACO's Representative's notice, KETRACO's Representative will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

12 Bills of Quantities/Schedule of Rates

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

the Schedule of Rates forming part of the tender) and shall be subject to re-measurement after each stage.

13 Variations

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

14 Payment Certificates and Final Account

- 14.1 The Contractor shall be paid after each of the following stages of Work listed here below (subject to re-measurement by KETRACO's Representative of the Work done in each stage before payment is made). In case of lump-sum Contracts, the valuation for each stage shall be based on the quantities so obtained in the re-measurement and the rates in the Schedule of Rates.
 - (i) Advance payment _____ (percent of Contract Price, [after Contract execution] to be inserted by KETRACO).
 - (ii) First stage (define stage) _____
 - (iii) Second stage (define stage) _____
 - (iv) Third stage (define stage) _____
 - (v) After defects liability period.
- 14.2 Upon deciding that Works included in a particular stage are complete, the Contractor shall submit to KETRACO's Representative his application for payment. KETRACO's Representative shall check, adjust if necessary and certify the amount to be paid to the Contractor within 21 days of receipt of the Contractor's application. KETRACO shall pay the Contractor the amounts so certified within 30 days of the date of issue of each Interim Certificate.

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

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

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

15. Insurance

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

16. Liquidated Damages

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

17. Completion and Taking Over

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

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

18. Termination

- 18.1 KETRACO or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to, the following;
- (a) the Contractor stops Work for 30 days continuously without reasonable cause or authority from KETRACO's Representative;
 - (b) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - (c) a payment certified by KETRACO's Representative is not paid by KETRACO to the Contractor within 30 days after the expiry of the payment periods stated in sub clauses 14.2 and 14.3 hereinabove.
 - (d) KETRACO's Representative gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time.
- 18.2 If the Contract is terminated, the Contractor shall stop Work immediately, and leave the Site as soon as reasonably possible. KETRACO's Representative shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site.

19. Payment Upon Termination

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

20. Corrupt Gifts and Payments of Commission

20.1 The Contractor shall not;

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

21. Settlement of Disputes

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

APPENDIX TO CONDITIONS OF CONTRACT

KETRACO IS

Name: _____

Address: _____

Name of Employer's Representative: _____

Title; _____

Telephone: _____

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

The Works consist of _____

The Start Date shall be _____

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

The following documents also form part of the Contract:

The Site Possession Date shall be _____

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

The Defects Liability Period is _____ days.

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

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

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

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

Evaluation Criteria

The tender document submitted will be evaluated in three (3) stages; - General Mandatory, Technical Capacity and Financial. The evaluation process will be in stages as follows: -

1. General Mandatory -Pass/Fail
2. Technical Capacity Evaluation – Substantially responsive
3. Financial – Lowest Cost Evaluated bidder

A. Mandatory Evaluation

The bids shall undergo a general pre-qualification process in order to determine bid compliance to the following mandatory requirements. Tenderers are required to comply to the following requirements, failure to which the firm shall not proceed with the next stage of evaluation: -

NO		REQUIREMENTS	PASS	FAIL
MR1		Must Submit copies of the following documents:		
	a	Certificate of Registration/Incorporation		
	b	Valid Tax Compliance Certificate		
	c	Copy of CR12 Certificate showing names and citizenship of directors and shareholding		
MR2	a	Copy of Valid National Construction Authority (NCA) 5" and above Licence & Registration Certificates – Building Works		
	b	CVs & Certificates of Three (3) Professional Welders; CVs & Certificates of one (1) Civil/Structural Engineer		
	c	Proof (logbook/lease agreement/photo) of Mobile Workshop – must have a generator, workshop tools, welding machine ,grinder.		
MR3	a	Mandatory Site Visit certificate on specified dates (attach signed certificates)		
M4		Dully filled, signed and stamped business questionnaire		
M5		Dully filled, signed and stamped Form of Tender		
M6		Dully filled Tender Security declaration form		
M7		Audited accounts/financial statements for the past 3 years		

Failure to submit any of the above-mentioned documentation, will lead to disqualification of the firm at the mandatory stage. The bidders that will meet all the mandatory requirements above will qualify to proceed to technical evaluation stage.

B. Technical Evaluation

No	Evaluation Criteria	Requirements	Proof	YES/NO
1	Experience of the Firm	Bidders should have executed at least (2) contracts/orders of similar nature in the category Selected (renovations and refurbishment including but not limited to steel works)	Bidders must submit <ul style="list-style-type: none"> • Work copies of orders/contact/ LPOs • Job Completion certificates and recommendation letters from three clients 	
		Previously undertaken prefabrication and installation of containers	Attach copies of; <ul style="list-style-type: none"> • shop drawings, • photographs, • Timelines charts of the project and any relevant documentation per project	
		Proof of capability to undertake welding and fabrication works	Attach proof of ownership/availability and active fabrication of welding workshop. i.e lease agreement and photos	
		Proof of capability to undertake welding and fabrication works	Attach proof of ownership/availability and active fabrication of welding tools i.e must have a generator, workshop tools, welding machine and grinder up to a maximum of three pieces of each	
		Proof of capability to undertake prefabricated container transportation and handling	Attach proof of ability to Transport, Hoist and place atop of concrete pads/slab, using a truck fitted with container hoisting equipment standard 40 ft. i.e logbooks and lease agreements	
2	Education Qualification	Minimum Diploma in Building/Structural	Attach Copy of Certificate (s) and CV for the Director	

		Works or Similar works qualification for the Director		
		Minimum Certificate in Civil Works field or Similar qualification for the Foreman	Attach Copies of Certificates and CV for the structural Engineer and 3 professional welders	
		Resumes of a key staff who will be involved in the project i.e Structural Engineer and 3 professional welders. Must be relevant to the steel works, welding and fabrication process	Attach Copies of Certificates	
3	Financial Capacity	Proof of Financial Capacity to execute the contract if awarded the tender	Attach copies of Line of credit from reputable institution, or Certified Bank statements from latest February 2019, with amounts not less than KES. 1,000,000	
4	Work Plan/ methodology	The bidders should provide a detailed work plan not exceeding 90 days (3 months)	Bidders must submit Gant chart scheduling all the activities, With desired timelines, Deliverables and resource allocations.	
5	Delivery Schedule	The bidder shall provide a delivery schedule for three months.	A delivery schedule to all sites as stipulated.	

Bidder (s) are required to substantially attain the above criteria in the technical requirements, failure to which the firm shall not proceed to the next stage of financial evaluation stage.

C. Financial Evaluation

The bids that qualify at the Technical Capacity evaluation stage will be subjected to financial evaluation to determine the winner. The lowest evaluated bidder will be considered for award of tender.

The format for financial proposal should is as shown below.

No.	Description	Quantity	Unit cost	Total cost
1	Supply and Installation of Prefabricated Containerized Living Units for Substations -TYPE A(20ft)	1		
2	Supply and Installation of Prefabricated Containerized Living Units for Substations -TYPE B(40ft)	1		
3	Lavatory Unit	1		
Grand Total Cost Taxes Inclusive (To be carried to Form of Tender)				

Note:

- i. Bids with arithmetic errors shall be disqualified at the financial evaluation stage.
- ii. The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way (PPADA, Section 82)

The tender sum should be detailed, comprising of the unit and the total cost of all BQs inclusive of applicable taxes.

**SECTION IV – SPECIFICATIONS, DRAWINGS AND BILLS OF
QUANTITIES/SCHEDULE OF RATES**

I. SPECIFICATIONS

**SPECIFICATIONS FOR PRE-FABRICATED MOBILE CONTAINERIZED
LIVING QUARTERS**

TYPE A

General Specifications

- Should have metal framework and metal cladding externally treated against oxidation customized from a 20ft ISO shipping container with insulation on floor, sides and roof.
- The container shall be partitioned into two independent (non-connecting) rooms each fitted with an external door to each unit to form a bedsitter unit.
- The external doors shall be made of the same material as the exterior wall panels and will be supplied with a chrome plated 3 lever mortise lock. Door size will be 960mm (w) x 2000mm (h).
- Windows should be horizontal sliding aluminum windows fitted with glass and having burglar proof bars.
- Electrical wiring to be done for 240V a.c, with all wiring fitted in PVC conduits and should have an LED lighting fitting, switch, 13-amp twin socket plugs fitted.
- Wall mounted Electrical Fan with 900mm sweep.
- A common DB with appropriate circuit breakers for the individual units shall be fitted for electrical protection.
- The accommodation structure should have the ability to withstand extreme conditions and should be constructed to facilitate easy transportation on a flatbed truck
- Construction should provide for placing on a flat level firm surface or pedestal and should be ready for connection to external services
- Each room to have a bed with a rail provision for hanging of clothing items.

TYPE B

General Specifications

- Should have metal framework and metal cladding externally treated against oxidation customized from a 40ft ISO shipping container with insulation on floor, sides and roof.
- The container shall be partitioned into four independent (non-connecting) rooms each fitted with an external door to each unit to form a bedsitter unit.

- The external doors shall be made of the same material as the exterior wall panels and will be supplied with a chrome plated 3 lever mortise lock. Door size will be 960mm (w) x 2000mm (h).
- Windows should be horizontal sliding aluminum windows fitted with glass and having burglar proof bars.
- Electrical wiring to be done for 240V a.c, with all wiring fitted in PVC conduits and should have an LED lighting fitting, switch, 13-amp twin socket plugs fitted.
- Wall mounted Electrical Fan with 900mm sweep.
- A common DB with appropriate circuit breakers for the individual units shall be fitted for electrical protection.
- The accommodation structure should have the ability to withstand extreme conditions and should be constructed to facilitate easy transportation on a flatbed truck
- Construction should provide for placing on a flat level firm surface or pedestal and should be ready for connection to external services
- Each room to have a bed with a rail provision for hanging of clothing items.

2.0 SCOPE OF WORKS

2.1 DESCRIPTION OF WORKS

Mobilization

Allow for the preliminary works including; setting up contractor's site facilities; temporary access to site; mobilization of all necessary equipment, tools and manpower.

Site clearance

Clear site of all bushes, shrubs, grass and remove all roots; Remove top soil to maximum depth as directed by the Engineer. The site should be prepared and compacted in readiness for installation of the units.

Earthworks

Stripping of topsoil and removal of average 150mm top soil.

Excavation for strip footing and foundation bases upto 1.5m deep

Backfill using 300mm imported hard-core filling hand-packed, well-watered and compacted laid in layers of 150mm thick to raise levels.

Provide 150mm thick layers murrum compacted or other equal and approved blinding to the surface of hard-core rolled smooth to receive polythene sheeting.

Concrete works

Provide 50mm thick Concrete Class 15/20 (1:3:6) blinding in bases and foundation trenches

Provide and place well vibrated Class 20/20 concrete for strip footing 150 mm x 450 mm and bases

Soil sterilization

“DRAGNET ‘FT’ or similar approved anti-termite solution applied strictly in Accordance with the manufacturer’s instructions, specifications and construction standards

Damp Proof Membrane

Single layer of 500-gauge polythene sheeting laid on blinded hardcore with 150mm laps to receive concrete (m.s)

Reinforcement

High yield mild steel reinforcement bars including cutting, bending, spacers, tying wire and fixing to BS 4449 (12mm, 10mm); Fabric mesh reinforcement BS 4483, Reference A142 mesh

Sub structure Walling

Supply and lay 200 mm thick natural non-absorbent stone blocks sub-structure walling bedded in c/s mortar

STEEL WORKS

Containers

Supply fabricate and install to position as directed on site ,40 ft container 'TYPE B' with gypsum plaster board walls with approved insulation supported by wooden studs, white acoustic ceiling roof with aluminum strips and recessed 2ft by 2ft lighting and 1500 x 900mm aluminum sliding windows including

DITTO 'TYPE A' Container 20ft

Hoisting and placing atop of concrete floor slab, using a reach stacker, approved forklift or a truck fitted with container hoisting equipment standard 40 x8 x8ft container as will be directed on site.

DITTO for 'TYPE A' 20ft Container unit

Doors

Standard steel door complete with iron mongery 900mm x 2100mm complete for external doors fitted with mortice lock and handle

Standard timber door 900mm x 2100mm complete with frame and fixtures fitted with mortice lock and handle

Windows

Supply, assemble and fix the 1500mm by 900mm purpose made aluminum sliding window, including 4mm thick glass glazing secured to framing using approved rubber glazing strips and steel beading; framing and frames all around at corners including reinforcing cleats, fixing with steel screws; plugging and fixing to joints, sealing with mastic oiling and adjusting on completion and all necessary ironmongery such as hinged, locking devices such as window fasteners, stay locks, bolts, sliding tracks all to Engineer's approval Size. All sharp edges to be sanded out

Flooring

Ceramic floor tiles on top of the blockboard timber floor with 100mm skirting with appropriate adhesive, 15mm rich cement mortar (1:2) emended with 1" chicken mesh

ROOF WORKS

"Welding" is deemed to be in accordance with the specification and for the material to which it is to be used. Gusset plates, shoe plates, ends, caps, cleats, brackets, stiffeners, bolts, etc., have been included to the rate of the associated steel work

After fabrication wire brushed to clean all steels surfaces and spray painted with two coats of quick drying metal primer zinc phosphate & two coats of matt anti corrosive with necessary accessories. Truss spacing's should be as shown on drawings Drive way roof

Supply and fix roof truss (spaced at 800 mm) which are made of 25mm x 25mm x 4mm square hollow sections box iron king post as shown in detail drawing and in reference with BS standards.

II BILL OF QUANTITIES/SCHEDULE OF RATES

TYPE A

CONTAINERISED UNITS BILL NO 1

Item No.	Description	Unit	Quantity	Rate	Amount
1	PRELIMINARIES				
1.1	Allow for provision of all applicable licenses, permits and laws including but not limited to County Govt NEMA, NCA, inclusive of hording site	Item	1		
1.2	Contractors Compliance with the Occupational Health and Safety Act 2007 revised in 2010 (OSHA). All workers are expected to be in company-branded safety construction uniform	Item	1		
1.3	Security on site is the responsibility of the contractor	Item	1		
1.4	Contractor to provide samples for approval before purchase items as will be instructed. Strict adherence to the BS code should be observed	Item	1		
1.5	Contractor to clear away from site on completion and leave it spotless with no debris to satisfaction of the client	item	1		
1.6	Contractors to ensure the containers procured are legal and the history (Container Interchange) can be tracked	item	1		
2	SUBSTRUCTURES (ALL PROVISIONAL)				
2.1	Clear site of all bushes, shrubs, undergrowth and small trees grub up roots and cart away or burn all arising as directed on site.	m ²	100		
2.2	Stripping of topsoil and removal of average 150mm top soil.	m ³	16		
	Excavation for strip footing and foundation bases upto 1.5m deep	m ³	12		
2.3	Provide 50mm thick Concrete Class 15/20 (1:3:6) blinding in bases and foundation trenches	m ³	12		

Item No.	Description	Unit	Quantity	Rate	Amount
2.4	Provide and place well vibrated Class 20/20 concrete for strip footing 150 mm x 450 mm and bases	m ³	24		
2.5	Backfill using 300mm imported hard-core filling hand-packed, well-watered and compacted laid in layers of 150mm thick to raise levels.	m ³	48		
2.6	150mm thick layers murrum compacted or other equal and approved blinding to the surface of hard-core rolled smooth to receive polythene sheeting.	m ²	36		
	Soil sterilization				
2.7	"DRAGNET 'FT' or similar approved anti-termite solution applied strictly in Accordance with the manufacturer's instructions, specifications and construction standards	Item	1		
	Damp Proof Membrane				
2.8	Single layer of 500-gauge polythene sheeting laid on blinded hardcore with 150mm laps to receive concrete (m.s)	m	16		
3.0	Reinforcement				
3.1	High yield mild steel reinforcement bars including cutting, bending, spacers, tying wire and fixing to BS 4449				
A	12mm	Kg	15.0		
B	10mm	Kg	18.0		
	<u>Fabric mesh reinforcement BS 4483</u>				
C	Reference A142 mesh	m ²	21.0		
3.2	Sub structure Walling				
D	Supply and lay 200 mm thick natural non-absorbent stone blocks sub-structure walling bedded in c/s mortar	m ²	18.0		
4	STEEL WORKS				
A	Containers				

Item No.	Description	Unit	Quantity	Rate	Amount
	Supply fabricate and install to position as directed on site ,20 ft container 'TYPE A'with gypsum plaster board walls with approved insulation supported by wooden studs, white acoustic ceiling roof with aluminum strips and recessed 2ft by 2ft lighting and 1500 x 900mm aluminum sliding windows including	No	1		
B	Hoisting and placing atop of concrete floor slab, using a reach stacker, approved forklift or a truck fitted with container hoisting equipment standard 20 ft container as will be directed on site.	No.	1		
4.1	Doors				
4.1.1	Standard steel door complete with iron mongery 900mm x 2100mm complete for external doors fitted with mortice lock and handle	No.	2		
5	Windows				
5.1	Supply, assemble and fix the 1500mm by 900mm purpose made aluminum sliding window, including 4mm thick glass glazing secured to framing using approved rubber glazing strips and steel beading; framing and frames all around at corners including reinforcing cleats, fixing with steel screws; plugging and fixing to joints, sealing with mastic oiling and adjusting on completion and all necessary ironmongery such as hinged, locking devices such as window fasteners, stay locks, bolts, sliding tracks all to Engineer's approval Size. All sharp edges to be sanded out	No.	4		
6	Flooring				
6.1	Ceramic floor tiles on top of the blockboard timber floor with 100mm skirting with appropriate adhesive, 15mm rich cement mortar (1:2) emended with 1" chicken mesh	m ²	48.0		
7	ROOF WORKS				

Item No.	Description	Unit	Quantity	Rate	Amount
A	“Welding” is deemed to be in accordance with the specification and for the material to which it is to be used. Gusset plates, shoe plates, ends, caps, cleats, brackets, stiffeners, bolts, etc., have been included to the rate of the associated steel work	Note			
B	After fabrication wire brushed to clean all steels surfaces and spray painted with two coats of quick drying metal primer zinc phosphate & two coats of matt anti corrosive with necessary accessories.	Item			
C	Supply and fix roof truss (spaced at 800 mm) which are made of 25mm x 25mmx 4mm square hollow sections box iron king post and in reference with BS standards. Roof shall be Gauge 26 IT5 profile Aluzine Pre-painted sheets	Item			
8	<u>ELECTRICAL WORKS</u>				
A	Unless otherwise stated, Rates in Bill of Quantities shall include all necessary materials Cables, conduits, PVC sunk box, bulbs, switches etc. and labour required to complete the electrical installation to good working order	Note			
B	Supply and install 6Way weatherproof 100A TPN Distribution board as teresaki or approved equivalent complete with circuit breakers as appropriate	No	1		
C	Supply and install 16mm ² 4core armoured copper cable from the main LV board to the above distribution board complete with cable lugs and glands.The rate is inclusive of trenching,hatari tiling and backfilling	Lm	25		
D	Supply and fix 2feet by 2feet LED recessed florescent fitting as Phillips or equivalent & approved.The rate is including the wiring switches, conduits and all necessary accessories	No	4		

Item No.	Description	Unit	Quantity	Rate	Amount
E	Supply and install external security light bulk head fitting with 11Watts screwneck LED bulb as Phillips or equivalent & approved. The rate is including the wiring weather proof switches, conduits and all necessary accessories	No	4		
F	Supply and install 13 -amp Twin socket. The rate is including the wiring switches, conduits and all necessary accessories	No	2		
G	Supply and install 15-amp socket. The rate is including the wiring switches, conduits and all necessary accessories.	No	2		
H	Supply and fix wall mounted heavy duty fan with sweep; 900mm,Air delivery; 140cm,RPM;140cm. The rate is including the wiring, switches, conduits and all necessary accessories. Variable switch for fans to be installed in each container	No	2		
I	Supply and installation of approved type earthing system as approved by the engineer in order to keep the earth resistance below 10 ohms. The earth bar at the main distribution board should connect to the earth electrode with a 16mm 2 PVC/CU cable	Item			
	(For all storage facilities)				
	SUB-TOTAL 1				
	ADD 16% VAT				
	Sub-Total 1 - Type A (20ft)				

TYPE B

CONTAINERISED UNITS BILL NO 1

Item No.	Description	Unit	Quantity	Rate	Amount
1	PRELIMINARIES				
1.1	Allow for provision of all applicable licenses, permits and laws including but not limited to County Govt NEMA, NCA, inclusive of hording site	Item	1		
1.2	Contractors Compliance with the Occupational Health and Safety Act 2007 revised in 2010 (OSHA). All workers are expected to be in company-branded safety construction uniform	Item	1		
1.3	Security on site is the responsibility of the contractor	Item	1		
1.4	Contractor to provide samples for approval before purchase items as will be instructed. Strict adherence to the BS code should be observed	Item	1		
1.5	Contractor to clear away from site on completion and leave it spotless with no debris to satisfaction of the client	item	1		
1.6	Contractors to ensure the containers procured are legal and the history (Container Interchange) can be tracked	item	1		
2	SUBSTRUCTURES (ALL PROVISIONAL)				
2.1	Clear site of all bushes, shrubs, undergrowth and small trees grub up roots and cart away or burn all arising as directed on site.	m ²	180		
2.2	Stripping of topsoil and removal of average 150mm top soil.	m ³	24		
	Excavation for strip footing and foundation bases upto 1.5m deep	m ³	20		
2.3	Provide 50mm thick Concrete Class 15/20 (1:3:6) blinding in bases and foundation trenches	m ³	20		

Item No.	Description	Unit	Quantity	Rate	Amount
2.4	Provide and place well vibrated Class 20/20 concrete for strip footing 150 mm x 450 mm and bases	m ³	42		
2.5	Backfill using 300mm imported hard-core filling hand-packed, well-watered and compacted laid in layers of 150mm thick to raise levels.	m ³	78		
2.6	150mm thick layers murrum compacted or other equal and approved blinding to the surface of hard-core rolled smooth to receive polythene sheeting.	m ²	60		
	Soil sterilization				
2.7	"DRAGNET 'FT' or similar approved anti-termite solution applied strictly in Accordance with the manufacturer's instructions, specifications and construction standards	Item	1		
	Damp Proof Membrane				
2.8	Single layer of 500-gauge polythene sheeting laid on blinded hardcore with 150mm laps to receive concrete (m.s)	m	42		
3.0	Reinforcement				
3.1	High yield mild steel reinforcement bars including cutting, bending, spacers, tying wire and fixing to BS 4449				
A	12mm	Kg	26.7		
B	10mm	Kg	31.0		
	<u>Fabric mesh reinforcement BS 4483</u>				
C	Reference A142 mesh	m ²	48.0		
3.2	Sub structure Walling				
D	Supply and lay 200 mm thick natural non-absorbent stone blocks sub-structure walling bedded in c/s mortar	m ²	38.0		
4	STEEL WORKS				
A	Containers				

Item No.	Description	Unit	Quantity	Rate	Amount
	Supply fabricate and install to position as directed on site ,40 ft container 'TYPE B'with gypsum plaster board walls with approved insulation supported by wooden studs, white acoustic ceiling roof with aluminum strips and recessed 2ft by 2ft lighting and 1500 x 900mm aluminum sliding windows including	No	1		
B	Hoisting and placing atop of concrete floor slab, using a reach stacker, approved forklift or a truck fitted with container hoisting equipment standard 40 ft container as will be directed on site.	No.	1		
4.1	Doors				
4.1.1	Standard steel door complete with iron mongery 900mm x 2100mm complete for external doors fitted with mortice lock and handle	No.	4		
5	Windows				
5.1	Supply, assemble and fix the 1500mm by 900mm purpose made aluminum sliding window, including 4mm thick glass glazing secured to framing using approved rubber glazing strips and steel beading; framing and frames all around at corners including reinforcing cleats, fixing with steel screws; plugging and fixing to joints, sealing with mastic oiling and adjusting on completion and all necessary ironmongery such as hinged, locking devices such as window fasteners, stay locks, bolts, sliding tracks all to Engineer's approval Size. All sharp edges to be sanded out	No.	8		
6	Flooring				

Item No.	Description	Unit	Quantity	Rate	Amount
6.1	Ceramic floor tiles on top of the blockboard timber floor with 100mm skirting with appropriate adhesive, 15mm rich cement mortar (1:2) emended with 1" chicken mesh	m ²	21.0		
7	ROOF WORKS				
A	"Welding" is deemed to be in accordance with the specification and for the material to which it is to be used. Gusset plates, shoe plates, ends, caps, cleats, brackets, stiffeners, bolts, etc., have been included to the rate of the associated steel work	Note			
B	After fabrication wire brushed to clean all steels surfaces and spray painted with two coats of quick drying metal primer zinc phosphate & two coats of matt anti corrosive with necessary accessories.	Item	1		
C	Supply and fix roof truss (spaced at 800 mm) which are made of 25mm x 25mm x 4mm square hollow sections box iron king post and in reference with BS standards. Roof shall be Gauge 26 IT5 profile Aluzine Pre-painted sheets	Item			
8	ELECTRICAL WORKS				
A	Unless otherwise stated, Rates in Bill of Quantities shall include all necessary materials Cables, conduits, PVC sunk box, bulbs, switches etc. and labour required to complete the electrical installation to good working order	Note			
B	Supply and install 6Way weatherproof 100A TPN Distribution board as teresaki or approved equivalent complete with circuit breakers as appropriate	No	1		

Item No.	Description	Unit	Quantity	Rate	Amount
C	Supply and install 16mm ² 4core armoured copper cable from the main LV board to the above distribution board complete with cable lugs and glands.The rate is inclusive of trenching,hatari tiling and backfilling	Lm	25		
D	Supply and fix 2feet by 2feet LED recessed florescent fitting as Phillips or equivalent & approved.The rate is including the wiring switches, conduits and all necessary accessories	No	8		
E	Supply and install external security light bulk head fitting with 11Watts screwneck LED bulb as Phillips or equivalent & approved. The rate is including the wiring weather proof switches, conduits and all necessary accessories	No	4		
F	Supply and install 13 -amp Twin socket. The rate is including the wiring switches, conduits and all necessary accessories	No	4		
G	Supply and install 15-amp socket. The rate is including the wiring switches, conduits and all necessary accessories.	No	4		
H	Supply and fix wall mounted heavy duty fan with sweep; 900mm,Air delivery; 140cm,RPM;140cm. The rate is including the wiring, switches, conduits and all necessary accessories. Variable switch for fans to be installed in each container	No	4		
I	Supply and installation of approved type earthing system as approved by the engineer in order to keep the earth resistance below 10 ohms. The earth bar at the main distribution board should connect to the earth electrode with a 16mm ² PVC/CU cable	Item			
	(For all storage facilities)				
	SUB-TOTAL 2				
	ADD 16% VAT				
	Sub-total 2 - Type B (40ft)				

LAVATORY BILL NO. 3					
Item No.	Description	Unit	Quantity	Rate (KSHS)	Amount (KSHS)
1	Sub-structure				
1.1	<u>Excavation</u>				
a	Allow for stripping of 150mm top soil material and dispose	m ²	10.0		
b	Extra over for excavation in rock at any depth	m ³	5		
1.2	<u>Concrete</u>				
d	Provide 50mm thick Concrete Class 15/20 (1:3:6) blinding in column bases and foundation trenches	m ³	0.4		
e	Provide and place well vibrated Class 20/20 concrete for strip footing 150 mm x 450 mm and column bases	m ³	1.5		
1.3	<u>Reinforcement</u>				
1.3.1	High yield mild steel reinforcement bars including cutting, bending, spacers, tying wire and fixing to BS 4449				
A	12mm	Kg	26.7		
B	10mm	Kg	31.0		
	<u>Fabric mesh reinforcement BS 4483</u>				
C	Reference A142 mesh	m ²	6.3		
1.4	<u>Walling</u>				
f	Supply and lay 200 mm thick natural non-absorbent stone blocks sub-structure walling bedded in c/s mortar	m ²	12.0		
2	Superstructure:				
2.1	Supply and install 200mm wide DPC felt under all walls	m	10.0		

Item No.	Description	Unit	Quantity	Rate	Amount
2.2	200mm thick machine-cut natural stone walling in c/s (1:3) mortar including hoop iron at alternate courses and joints finished flush to substructure with separating walls between WC and bathroom	m ²	40		
2.3	<u>RC columns 200x200mm as per drawings</u>				
2.3.1	(i) Concrete Class 20/20 (1:2:4)	m ³	0.48		
2.3.2	High yield mild steel reinforcement bars including cutting, bending, spacers, tying wire and fixing to BS 4449				
A	i) 12mm	Kg	56.0		
B	ii) 8mm	Kg	22.0		
2.4	<u>RC roof slab 150mm thick</u>				
2.4.1	Well vibrated concrete Class 20/20	m ³	1.6		
2.4.2	High yield mild steel reinforcement bars including cutting, bending, spacers, tying wire and fixing to BS 4449				
A	i) 10mm	Kg	48.0		
2.5	Apply APP water proofing to roofs	m ²	8.0		
3	Finishing				
3.1	Allow for 15mm thick two coat cement sand (1:4) plaster trowelled smooth and comprising 12mm backing and 3mm finishing coat	m ²	24.0		
4	<u>Painting</u>				
4.1	Prepare and apply 3 coats of approved silk vinyl paint to the internal plastered surface walls	m ²	24.0		
5	<u>Floor</u>				
5.1	Plastered Screed finish with cement:sand 1:3 including 100mm skirting	m ²	6.3		
6	Washroom				

Item No.	Description	Unit	Quantity	Rate	Amount
6.1	WC suite complete with wash hand basin and plumbing connections	LS	1.0		
6.2	50mm thick solid ordinary flush door 900 x 2100mm	No	1.0		
	Bathroom				
6.3	Provide overhead shower	No	1.0		
6.4	50mm thick solid ordinary flush door 900 x 2100mm	No	1.0		
	Windows				
6.5	Casement window complete with frame and fittings	No	2.0		
7	Water tank				
7.1	Supply and place UPVC Cylindrical 1000L tank on the roof slab including all plumbing connections to the WC	No	1.0		
8	ELECTRICAL WORKS				
A	Unless otherwise stated, Rates in Bill of Quantities shall include all necessary materials Cables, conduits, PVC sunk box, bulbs, switches etc. and labour required to complete the electrical installation to good working order	Note			
B	Supply and install 6Way weatherproof 100A SPN consumer unit as teresaki or approved equivalent complete with circuit breakers as appropriate	No	1		
C	Supply and install 10mm ² 2core armoured copper cable from the main LV board to the above consumer unit complete with cable lugs and glands.The rate is inclusive of trenching,hatari tiling and backfilling	Lm	25		

Item No.	Description	Unit	Quantity	Rate	Amount
D	Supply and fix ball fitting complete 11 Watts LED screw neck bulb as Phillips or equivalent & approved. The rate is including the wiring switches, conduits and all necessary accessories	No	2		
E	Supply and install external security light bulk head fitting with 11 Watts screwneck LED bulb as Phillips or equivalent & approved. The rate is including the wiring weather proof switches, conduits and all necessary accessories	No	1		
F	Supply and install Electric shower head instant water heater as Lorenzetti or equivalent & approved. The rate is including the wiring switches, conduits and all necessary accessories	No	1		
G	Supply and installation of approved type earthing system as approved by the engineer in order to keep the earth resistance below 10 ohms. The earth bar at the main distribution board should connect to the earth electrode with a 16mm 2 PVC/CU cable	Item			
	(For all storage facilities)				
	SUB-TOTAL 3				
	ADD 16% VAT				
	Sub-Total 3 - Lavatory Unit				

SUMMARY	
Sub-Total 1 - Type A (20ft)	
Sub-total 2 - Type B (40ft)	
Sub-Total 3 - Lavatory Unit	
GRAND TOTAL	

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
- (xi) Confidential Business Questionnaire
- (xii) Details of Sub-Contractors
- (xiii) Request for Review Form

FORM OF INVITATION FOR TENDERS

_____ [date]

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

Dear Sirs:

Reference: _____ [Contract Name]

You have been prequalified to tender for the above project.

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

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

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

Upon payment of a non-refundable fee of Kshs _____

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

[address and location]

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

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

Yours faithfully,

_____ Authorised Signature

_____ Name and Title

FORM OF TENDER

TO: _____ [Name of Employer) _____ [Date]

_____ [Name of Contract]

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities/Schedule of Rates for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of Kshs. _____ [Amount in figures]Kenya Shillings _____ [Amount in words]
2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of KETRACO'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.
3. 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.
4. 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.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20_____

Signature _____ in the capacity of _____

duly authorized to sign tenders for and on behalf of
_____ [Name of Tenderer] of
_____ [Address of Tenderer]

Witness; Name _____

Address _____

Signature _____

Date _____

(Amend accordingly if provided by Insurance Company)

LETTER OF ACCEPTANCE

_____ [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 "KETRACO") of the one part AND _____ of [or whose registered office is situated at] _____ (hereinafter called "the Contractor") of the other part.

WHEREAS KETRACO is desirous that the Contractor executes

_____ (name and identification number of Contract) (hereinafter called "the Works") located at _____ [Place/location of the Works] and KETRACO 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 KETRACO to the Contractor as hereinafter mentioned, the Contractor hereby covenants with KETRACO to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. KETRACO 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 "KETRACO") 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 KETRACO 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 KETRACO up to the above amount upon receipt of his first written demand, without KETRACO having to substantiate his demand, provided that in his demand KETRACO 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 recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Address _____

Date _____

(Amend accordingly if provided by Insurance Company)

PERFORMANCE BOND

By this Bond, We _____ of (or whose registered office is situated at] _____
as Principal (hereinafter called "the Contractor") and _____
_____ of [or whose registered office is situated
at] _____
as Surety (hereinafter called "the Surety"), are held and firmly bound unto
_____ of [or
whose registered office is situated
at] _____
as Obligee (hereinafter called "KETRACO") in the amount of
Kshs. _____ [amount of Bond in figures] Kenya Shillings

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

WHEREAS the Contractor has entered into a Contract with KETRACO 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 KETRACO to be, in default under the Contract, KETRACO having performed KETRACO'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 KETRACO for completing the Contract in accordance with its terms and conditions, and upon determination by KETRACO 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 KETRACO to the Contractor under the

Contract, less the amount properly paid by KETRACO to the Contractor; or

- (3) pay KETRACO the amount required by KETRACO 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 KETRACO named herein or the heirs, executors, administrators, successors and assigns of KETRACO.

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: _____

QUALIFICATION INFORMATION

1. Individual Tenderers or Individual Members of Joint Ventures

1.1 Constitution or legal status of tenderer (attach copy or Incorporation Certificate);

Place of registration: _____

Principal place of business _____

Power of attorney of signatory of tender _____

1.2 Total annual volume of construction work performed in the last five years

Year	Volume	
	Currency	Value

1.3 Work performed as Main Contractor on works of a similar nature and volume over the last five years. Also list details of work under way or committed, including expected completion date.

Project name	Name of client and contact person	Type of work performed and year of completion	Value of Contract
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

1.4 Major items of Contractor's Equipment proposed for carrying out the Works. List all information requested below.

Item of Equipment	Description, Make and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
_____	_____	_____	_____
_____ (etc.)	_____	_____	_____

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data.

Position	Name	Years of experience (general)	Years of experience in proposed position
Project Manager			
(etc.)			

1.6 Financial reports for the last five years: balance sheets, profit and loss statements, auditor's reports, etc. List below and attach copies.

1.7 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of supportive documents.

1.8 Name, address and telephone, telex and facsimile numbers of banks that may provide reference if contacted by KETRACO.

1.9 Statement of compliance with the requirements of Clause 1.2 of the Instructions to Tenderers.

1.10 Proposed program (work method and schedule) for the whole of the Works.

2 Joint Ventures

2.0 The information listed in 1.1 - 2.0 above shall be provided for each partner of the joint venture.

- 2.1 The information required in 1.11 above shall be provided for the joint venture.
- 2.2 Attach the power of attorney of the signatory(ies) of the tender authorizing signature of the tender on behalf of the joint venture
- 2.3 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that:
 - a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - b) one of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; and
 - c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

TENDER QUESTIONNAIRE

Please fill in block letters.

- 1. Full names of tenderer;
.....
- 2. Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below);
.....
- 3. Telephone number (s) of tenderer;
.....
- 4. Telex of tenderer;
.....
- 5. Name of tenderer's representative to be contacted on matters of the tender during the tender period;
.....

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);

.....
.....

Signature of Tenderer

Make copy and deliver to: _____ (*Name of Employer*)

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 – General

Business Name

Location of business premises; Country/Town.....

Plot No..... Street/Road

Postal Address..... Tel No.....

Nature of Business.....

Current Trade Licence No..... Expiring date.....

Maximum value of business which you can handle at any time: K.
pound.....

Name of your bankers.....

Branch.....

Part 2 (a) – Sole Proprietor

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

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

Citizenship details

Part 2 (b) – Partnership

Give details of partners as follows:

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
1
2
3

DETAILS OF SUB-CONTRACTORS

If the Tenderer wishes to sublet any portions of the Works under any heading, he must give below details of the sub-contractors he intends to employ for each portion.

Failure to comply with this requirement may invalidate the tender.

(1) Portion of Works to be sublet:

[i] Full name of Sub-contractor
and address of head office:

.....

[ii] Sub-contractor's experience
of similar works carried out
in the last 3 years with
Contract value:

.....

.....

(2) Portion of Works to sublet:

[i] Full name of sub-contractor
and address of head office:

.....

.....

[ii] Sub-contractor's experience
of similar works carried out
in the last 3 years with
contract value:

.....

[Signature of Tenderer)

Date

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED(Applicant)

Dated on.....day of/ ...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
day of20.....

SIGNED
Board Secretary