



NANYUKI WATER AND SEWERAGE COMPANY LTD (NAWASCO)

OPEN TENDER FOR

FABRICATION, ERECTION, PAINTING AND COMMISSIONING OF 3 No. ELEVATED SECTIONAL STEEL TANKS OF 108m³ EACH ON 15-METER-HIGH TOWER AT *BARAKA, YARD AND RELI B SITES* - WITHIN NAWASCO SUPPLY AREA,

LAIKIPIA COUNTY

TENDER NO: NAWASCO/CLSG/W/1/2021

NB: SUBMITTED TENDER DOCUMENTS MUST BE SERIALIZED

©MAY 2021

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REGISTRATION FORM FOR TENDERS/BIDDERS/SUPPLIERS

Tender No: NAWASCO/CLSG/W/1/2021

NOTE: Please provide your details below for purposes of communication in case you download this tender document from NAWASCO.

Name of Firm:

Postal Address:

Telephone Contacts:

Company email address:

Contact Person:

Signature and stamp: **Date:**

Once completed please submit this form to the email below;

nawascom@yahoo.com

SECTION I: INVITATION TO TENDER

Employer: *Nanyuki Water and Sewerage Company (NAWASCO)*

Project Contract Title: Fabrication, erection, painting and commissioning of 3 no. elevated sectional steel tanks of 108m³ each on 15-meter-high tower at Baraka, Yard and Reli b sites - within NAWASCO supply area.

TENDER No: *NAWASCO/CLSG/W/1/2021*

Issued on: 4th May 2021

1. The *Nanyuki Water and Sewerage Company (NAWASCO)* invites sealed Bids from Interested eligible Bidders for Fabrication, erection, painting and commissioning of 3 no. elevated sectional steel tanks of 108m³ each on 15-meter-high tower at *Baraka, Yard and Reli B* sites - within NAWASCO supply area.
2. Bidding will be conducted through Open Tenders and is open to all Interested eligible tenders as defined in the Procurement Act 2015 and the Regulations 2020.
3. Interested eligible Bidders may obtain further information from **MANAGING DIRECTOR NANYUKI WATER AND SEWERAGE COMPANY**, nawascom@yahoo.com and inspect the Bidding document during office hours 0800 to 1600 at the address given below
4. The Bidding document in English language may be downloaded by interested eligible Bidders from the Company's website www.nawasco.co.ke. **Click on Tenders, and then open folder named-NAWASCO/CLSG/W/1/2021 for No1.** Bidders who download the bid document from the website **MUST** forward their particulars immediately via email to nawascom@yahoo.com for record and any further bid clarification and addendum where necessary. **Bidders are also required to fill in the BIDDERS REGISTRATION FORM (in the tender document), scan in PDF and email to nawascom@yahoo.com, for registration purposes.**
5. Prices quoted should be inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of one hundred and twenty days (120) from the closing date of the bid.
6. **MANDATORY REQUIREMENTS**
Bidders MUST provide the following information and provide certified copies of documents to support the information given.
 1. Serialized submitted tender document
 2. Certificate of Incorporation/Registration
 3. Valid Business Permit
 4. Valid Tax Compliance Certificate
 5. PIN Certificate
 6. Form of Tender Dully Filed and Signed
 7. Confidential Business Questionnaire Duly Filled and Signed
 8. NCA Certificate 1,2,3,4,5,6 under building works or other relevant specialized category (Electro-Mechanical Engineering services or Water and other civil works)
 9. Audited accounts for the Last three (3) years (2017,2018,2019)
 10. Pre-Bid site visit certificate
 11. Tender security

N/B Non submission of any of the mandatory requirement documents leads to automatic Disqualification at the preliminary evaluation. All the documents must be certified by commissioner of oaths.

7. **Site Visit:** There will be no organized site visit to the Project sites as a result of the containment measures issued by the Ministry of Health.

8. Tenders must be delivered to the following address;

NAWASCO Offices Off Nanyuki- Meru Road, adjacent to Ministry of and deposited at the Company's Tender Box located at the Company Reception on Infrastructure on /or before **19th May 2021 at 11.00 A.M.**

Tenders will be publicly opened in the presence of the Bidders' designated representatives and anyone who chooses to attend at the address below on **19th May 2021 at 11.00 A.M at the Company's premises.**

Late bids, portion of bids, electronic bids, bids not received, bids not opened and not readout in public at bid opening ceremony shall not be accepted for evaluation irrespective of circumstances.

Please note that canvassing will lead to automatic disqualification. **Nanyuki Water and Sewerage Company reserves the right to accept or reject any or all bids without incurring liability to the affected tenderers.**

9. All Tenders **MUST** be accompanied by a *Tender Security in the form of a bank guarantee of Kshs. 200,000(Ksh Two Hundred Thousand only) from a bank approved and licensed by the Central Bank of Kenya or from a recognized insurance company.*

10. The address (es) referred to above is (are):

NAWASCO Offices

Managing Director

P.O. Box 995-10400,

Nanyuki, Kenya

Off Nanyuki-Meru road adjacent to Ministry of Infrastructure Laikipia County offices.

062-31351

nawascom@yahoo.com

www.nawasco.co.ke

SECTION II INSTRUCTIONS TO TENDERERS

INSTRUCTIONS TO TENDERERS

General/Eligibility/Qualifications/Joint venture/Cost of bidding

The Employer as defined in the Appendix to Conditions of Contract invites bids for Works Contract as described in the bid documents. The successful bidder will be expected to complete the Works by the Intended Completion Date specified in the bid documents.

All bidders shall provide the Qualification Information, a statement that the bidder (including all members of a joint venture and subcontractors) is not associated, or has not been associated in the past, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the project or being proposed as Project Engineer for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the Works, and any of its affiliates, shall not be eligible to bid.

All bidders shall provide in the Form of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

All bidders shall include the following information and documents with their bids, unless otherwise stated:

1. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the bid to commit the bidder;
2. Total monetary value of construction work performed for each of the last five years;
3. Experience in works of a similar nature and size for each of the last five years, and details of work under way or contractually committed; and names and addresses of clients who may be contacted for further information on these contracts;
4. Major items of construction equipment proposed to carry out the Contract and an undertaking that they will be available for the Contract.
5. Qualifications and experience of key site management and technical personnel proposed for the Contract and an undertaking that they shall be available for the Contract.
6. Reports on the financial standing of the bidder, such as profit and loss statements and auditor's reports for the past five years;
7. Evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
8. Authority to seek references from the bidders' bankers;
9. Information regarding any litigation, current or during the last five years, in which the bidder is involved, the parties concerned and disputed amount; and
10. Proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price.

11. Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated:
 - i. The bid shall be signed so as to be legally binding on all partners;
 - ii. All partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - iii. One of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of all partners of the joint venture; and
 - iv. The execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

12. To qualify for award of the Contract, bidder shall meet the following minimum qualifying criteria;
 - i. Annual volume of construction work of at least 2.5 times the estimated monthly cash flow for the Contract;
 - ii. Experience as main contractor in the construction of at least two works of a nature and complexity equivalent to the Works over the last 3 years (to comply with this requirement, works cited should be at least 70 percent complete); Proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed as required for the Works;
 - iii. A Contract manager with at least five years' experience in works of an equivalent nature and volume, including no less than three years as Manager; and
 - iv. Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than 4 months of the estimated payment flow under this Contract.

13. The figures for each of the partners of a joint venture shall be added together to determine the bidder's compliance with the minimum qualifying criteria of clause 1.7 (a) and (e); however, for a joint venture to qualify, each of its partners must meet at least 25 percent of minimum criteria 1.7 (a), (b) and (e) for an individual bidder, and the partner in charge at least 40 percent of those minimum criteria. Failure to comply with this requirement will result in rejection of the joint ventures bid. Subcontractors' experience and resources will not be taken into account in determining the bidder's compliance with the qualifying criteria, unless otherwise stated.

14. Each bidder shall submit only one bid, either individually or as a partner in a joint venture. A bidder who submits or participates in more than one bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the bidder's participation to be disqualified.

15. The bidder shall bear all costs associated with the preparation and submission of his bid, and the Employer will in no case be responsible or liable for those costs.
16. The bidder, at the bidder'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 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.
17. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the bid.
18. The price to be charged for the bid document shall not exceed **Ksh. NIL**
19. The procuring entity shall allow the bidder to review and download the bid document free of charge.

2. TENDER DOCUMENTS

2.1 The complete set of tender documents comprises the documents listed below and any addendum issued in accordance with Clause 2.4.

- a) These Instructions to Bidders
- b) Form of Tender and Qualification Information
- c) Conditions of Contract
- d) Appendix to Conditions of Contract
- e) Specifications
- f) Drawings
- g) Bills of Quantities
- h) Forms of Securities

2.2 The bidder shall examine all Instructions, Forms to be filled and Specifications in the bid documents. Failure to furnish all information required by the bid documents, or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of his bid.

2.3 A prospective bidder making an inquiry relating to the bid documents may notify the Employer in writing or by email or facsimile at the address indicated in the letter of invitation to bid. The Employer will only respond to requests for clarification received earlier than seven days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all persons issued with bidding documents, including a description of the inquiry, but without identifying its source.

2.4 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda. Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable, telex or facsimile to all bidders. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.

2.5 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with Clause 4.2 here below.

3. PREPARATION OF TENDERS

3.1 All documents relating to the bid and any correspondence shall be in English language.

3.2 The tender submitted by the bidder shall comprise the following:

These Instructions to tenderers, Form of Tender, Conditions of Contract, Appendix to Conditions of Contract and Specifications;

- a) Tender Security;
- b) Priced Bill of Quantities;
- c) Qualification Information Form and Documents;
- d) Alternative offers where invited; and
- e) Any other materials required to be completed and submitted by the bidders.

3.3 The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the bidder will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause relevant to the Contract, as of 30 days prior to the deadline for submission of bids, shall be included in the bid price submitted by the bidder.

3.4 The rates and prices quoted by the bidder shall only be subject to adjustment during the performance of the Contract if provided for in the Appendix to Conditions of Contract and provisions made in the Conditions of Contract.

3.5 The unit rates and prices shall be in **Kenya Shillings**.

3.6 Tenders shall remain valid for a period of sixty (60) days from the date of submission. However, in exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A bidder may refuse the request without forfeiting the Bid Security. A bidder agreeing to the request will not be required or permitted to otherwise modify the bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with Clause 3.7 - 3.11 in all respects.

3.7 The bidder shall furnish, as part of the tender, a tender Security in the amount and form specified in the appendix to invitation to bidders. This shall be in the form of a bank guarantee of **Ksh. 200,000** (Ksh Two Hundred thousand only) from a bank approved the Central Bank of Kenya or recognized insurance company.

3.8 The format of the Bid Security should be in accordance with the form of Bid Security included in Section G - Standard forms or any other form acceptable to the Employer. Bid Security shall be valid for 30 days beyond the validity of the bid.

3.9 Any Tender not accompanied by an acceptable Tender Security shall be rejected. The Bid Security of a joint venture must define as "Bidder" all joint venture partners and list them in the following manner: a joint venture consisting of ".....", ".....", and ".....".

3.10 The Bid Securities of unsuccessful bidders will be returned within 28 days of the end of the bid validity period specified in Clause 3.6.

3.11 The Bid Security of the successful bidder will be discharged when the bidder has signed the Contract Agreement and furnished the required Performance Security.

3.12 The Bid Security may be forfeited

- a) if the bidder withdraws the bid after bid opening during the period of bid validity;
- b) if the bidder does not accept the correction of the bid price, pursuant to Clause 5.7;
- c) in the case of a successful bidder, if the bidder fails within the specified time limit to
 - i. sign the Agreement, or
 - ii. furnish the required Performance Security.

3.13 Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic technical design as indicated in the Drawings and Specifications. Alternatives will not be considered, unless specifically allowed in the invitation to bid. If so allowed, bidders wishing to offer technical alternatives to the requirements of the bidding documents must also submit a bid that complies with the requirements of the bidding documents, including the basic technical design as indicated in the Drawings and Specifications. In addition to submitting the basic bid, the bidder shall provide all information necessary for a complete evaluation of the alternative, including design calculations, technical specifications, breakdown of prices, proposed construction methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated bid conforming to the basic technical requirements shall be considered.

3.14 The bidder shall prepare one original of the documents comprising the bid documents as described in Clause 3.2 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked “ORIGINAL”. In addition, the bidder shall submit copies of the bid, in the number specified in the invitation to bid, and clearly marked as “COPIES”. In the event of discrepancy between them, the original shall prevail. **ALL PAGES MUST BE SERIALISED. Any bid submitted without serialization (page numbering) will be rejected at the preliminary stage of evaluation.**

3.15 The original and all copies of the bid 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 bidder, pursuant to Clause 1.5 (a) or 1.6 (b), as the case may be. All pages of the bid where alterations or additions have been made shall be initialed by the person or persons signing the bid.

3.16 Clarification of bids shall be requested by the bidder to be received by the procuring entity not later than 7 days prior to the deadline for submission of bids.

3.17 The procuring entity shall reply to any clarifications sought by the bidder within 3 days of receiving the request to enable the bidder to make timely submission of its bid.

3.18 The Tender security shall be in the form of a bank guarantee of Ksh 200,000 from a bank approved and licensed by the Central Bank of Kenya or recognized insurance company.

4. SUBMISSION OF TENDERS

4.1 The bidder shall seal the original and all copies of the bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as “ORIGINAL” and “COPIES” as appropriate. The inner and outer envelopes shall:

- i. be addressed to the Employer at the address provided in the invitation to bid;
- ii. bear the name and identification number of the Contract as defined in the invitation to bid; and
- iii. provide a warning not to open before the specified time and date for bid opening.

4.2 Bids shall be delivered to the Employer at the address specified above not later than the time and date specified in the invitation to bid. However, the Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Sub-Clause 2.5 in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

4.3 Any bid received after the deadline prescribed in clause 4.2 will be returned to the bidder un-opened.

4.4 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in clause 4.2. Each bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with clause 3.13 and 4.1, with the outer and inner envelopes additionally marked “MODIFICATION” and “WITHDRAWAL”, as appropriate. No bid may be modified after the deadline for submission of bids.

4.5 Withdrawal of a bid between the deadline for submission of bids and the expiration of the period of bid validity specified in the invitation to bid or as extended pursuant to Clause 3.6 may result in the forfeiture of the Bid Security pursuant to Clause 3.11.

4.6 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting bid modifications in accordance with Clause 4.4 or be included in the original bid submission.

5. TENDER OPENING AND EVALUATION

5.1 The tenders will be opened by the Employer, including modifications made pursuant to Clause 4.4, in the presence of the bidders' representatives who choose to attend at the time and in the place specified in the invitation to bid. Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bidders' and Employer's representatives who are present during the opening shall sign a register evidencing their attendance.

5.2 The bidders' names, the bid prices, the total amount of each bid and of any alternative bid (if alternatives have been requested or permitted), any discounts, bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as may be considered appropriate, will be announced by the Employer at the opening. Minutes of the bid opening, including the information disclosed to those present will be prepared by the Employer.

5.3 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of Contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the Employer's officials, processing of bids or award decisions may result in the rejection of his bid.

5.4 To assist in the examination, evaluation, and comparison of bids, the Employer at his discretion, may ask any bidder for clarification of the bid, 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 price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered in the evaluation of the bids in accordance with Clause 5.7.

5.5 Prior to the detailed evaluation of bids, the Employer will determine whether each bid (a) meets the eligibility criteria defined in Clause 1.7;(b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents. A substantially responsive bid is one which conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the works; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

5.6 If a bid is not substantially responsive, it will be rejected, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

5.7. There shall be **no correction of errors**. The bid amount as read out during opening shall be final as per PPDA 2015

5.8 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the bid documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in bid evaluation.

5.9 The bidder shall not influence the Employer on any matter relating to his bid from the time of the bid opening to the time the Contract is awarded. Any effort by the Bidder to influence the Employer or his employees in his decision on bid evaluation, bid comparison or Contract award may result in the rejection of the bid.

5.10 There will be no preferential bias for Firms incorporated in Kenya.

6. AWARD OF CONTRACT

6.1 Subject to Clause 6.2, the award of the Contract will be made to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated tender price, provided that such bidder has been determined to be (a) eligible in accordance with the provision of Clauses 1.2, and (b) qualified in accordance with the provisions of clause 1.7 and 1.8.

6.2 Notwithstanding clause 6.1 above, the Employer reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to the 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 action.

6.3 The bidder whose bid has been accepted will be notified of the award prior to expiration of the bid 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") that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. At the same time the other bidders shall be informed that their bids have not been successful.

The contract shall be formed on the parties signing the contract.

6.4 The Agreement will incorporate all agreements between the Employer and the successful bidder. Within 14 days of receipt the successful bidder will sign the Agreement and return it to the Employer.

6.5 Within 21 days after receipt of the Letter of Acceptance, the successful bidder shall deliver to the Employer a Performance Security in the amount stipulated in the Appendix to Conditions of Contract and in the form stipulated in the Bid documents. The Performance Security shall be in the amount and specified form

6.6 Failure of the successful bidder to comply with the requirements of clause 6.5 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

6.7 Upon the furnishing by the successful bidder of the Performance Security, the Employer will promptly notify the other bidders that their bids have been unsuccessful.

6.8 Preference were allowed in the evaluation of bids shall not be allowed for contracts not exceeding one year (12 months)

6.9 The evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

6.10 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.

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

6.12 Where contract price variation is allowed, the cumulative value of all contract variations shall not exceed 25% of the original contract price.

6.13 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

6.14 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

6.15 The procuring entity shall give prompt notice of the termination to the bidders and on request give its reasons for termination within 14 days of receiving the request from any bidder.

6.16 A bidder who gives false information in the bid document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

7. CORRUPT AND FRAUDULENT PRACTICES

7.1 The procuring entity requires that tenderers observe the highest standards of ethics during procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt and fraudulent practices.

4.1. FORM OF TENDER

NANYUKI WATER AND SEWERAGE COMPANY (NAWASCO)

TENDER NO. NAWASCO/CLSG/W/1/2021

**BID FOR
FABRICATION, ERECTION, PAINTING AND COMMISSIONING OF 3 NO. ELEVATED
SECTIONAL STEEL TANKS OF 108M3 EACH ON 15-METER-HIGH TOWER AT BARAKA, YARD
AND RELI B SITES - WITHIN NAWASCO SUPPLY AREA.**

We, having examined the Conditions of Tender, Conditions of Contract, Specification, Drawing, Bill of Quantities, Schedule of Specified Materials and Schedule of Particulars annexed hereto and the letter of explanation of the Bid documents (if any), offer to construct, complete and maintain the whole of the said Works to your entire satisfaction in accordance with the terms of the documents mentioned for the sum of (Amount in Words) Ksh.

.....
.....

(Amount in Figures) Ksh, or such other sum as may be ascertained by re-measurement in accordance with the said document.

We undertake, if our Bid is accepted, to construct and commission the whole of the said Works to your entire satisfaction within Month from the date of receipt of your letter of notification of acceptance of our Bid.

If our Bid is accepted, we shall, within 21 days of the acceptance of our tender, obtain the guarantee of a Bank or enter into a Bond in compliance with Clause 76 of the Condition of Contact Part II.

We agree to abide by this Bid for a period of 120 days from the date given for the opening of Bids in the Bid Request and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

The Bid Bond in the sum ofis enclosed with our Bid. We understand that should we fail to maintain our Bid within the period for acceptance; the Bid Bond will be forfeited to the extent of the liability incurred by the Employer.

Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, will constitute a binding contract between us.

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

We understand that the Bid Bond will be released on the expiry of the Bid period provided that a bona fide Bid has been maintained over that period or over any such extended period.

Dated this..... day of20.....

Signature.....

The Capacity of

or

Duly authorized to sign bids for and on behalf of (*Attach the power of the Attorney*)

.....

(IN BLOCK CAPITALS)

Witness

.....

Address

.....

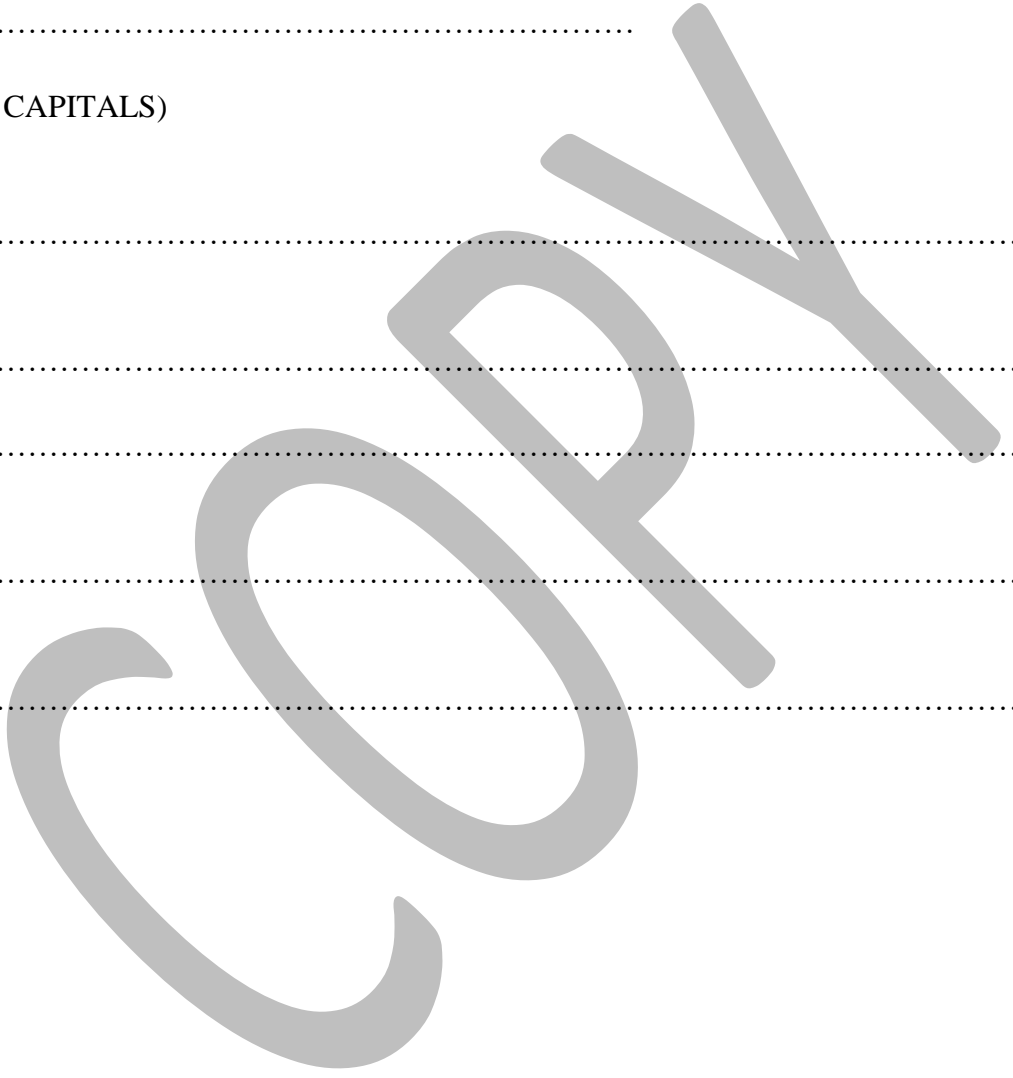
.....

Address

.....

Occupation

.....



4.2 APPENDIX TO FORM OF TENDER

Name of Employer:

NANYUKI WATER AND SEWERAGE COMPANY

Address: **P.O. Box 995-10400, NANYUKI.**

The name (and identification number) of The Contract is:

TENDER No. NAWASCO/CLSG/W/1/2021

The proposed project consists of the works described in the Tender Documents.

The Start Date shall be: **as stated in the Engineer's or his Representative's Notice to commence work.**

The Intended Completion period for the whole of the Works shall be **30 days**

The following documents also form part of the Contract: **As stated in Clause 2.1 of the Instruction to Bidders.**

The site Possession Date shall be **the date site is handed over by the Employer or his Representative.**

The Site is Located at; Baraka, Yard and Reli B within NAWASCO supply area.

The Defects Liability Period is **6 Months**

Amount of Tender Security is Kshs.200,000(Ksh Two Hundred Thousand only) in the **Form of a Bank Guarantee**, from a bank approved and licensed by the Central Bank of Kenya.

The amount of performance security is 10% of Contract Price in form of a Performance Bank Guarantee, from a bank approved and licensed by the Central Bank of Kenya.

4.3 PERFORMANCE BOND

NANYUKI WATER AND SEWERAGE COMPANY

FABRICATION, ERECTION, PAINTING AND COMMISSIONING OF 3 NO. ELEVATED SECTIONAL STEEL TANKS OF 108M3 EACH ON 15-METER-HIGH TOWER AT BARAKA, YARD AND RELI B SITES - WITHIN NAWASCO SUPPLY AREA.

We.....surety

Registered in Kenya at the following address:

are willing to act Surety and to be bound to the NANYUKI WATER AND SEWERAGE COMPANY as per Conditions of Contract Clause No. 76 for the bided sum of:

.....(Bidder)

of a Contract which he/they contemplate/s entering into with the NANYUKI WATER AND SEWERAGE COMPANY For: The FABRICATION, ERECTION, PAINTING AND COMMISSIONING OF 3 NO. ELEVATED SECTIONAL STEEL TANKS OF 108M3 EACH ON 15-METER-HIGH TOWER AT BARAKA, YARD AND RELI B SITES - WITHIN NAWASCO SUPPLY AREA. to the terms of the Form of Bond, a copy of which is attached without the addition of any limitations.

We agree to enter into a Bond under the above terms when and if called upon to do so and agree that this Surety shall remain valid for twenty-one (21) days after the agreed expiry of the Bid, or such extended time as agreed upon in writing by the Bidder, from the final date of submission of the Bid of which this Document forms a part.

Signature..... Date

(Surety)

Signature

Date.....

Name.....

Address.....

(Witness

4.4 Notification of Award

NANYUKI WATER AND SEWERAGE COMPANY LTD

FABRICATION, ERECTION, PAINTING AND COMMISSIONING OF 3 NO. ELEVATED SECTIONAL STEEL TANKS OF 108M3 EACH ON 15-METER-HIGH TOWER AT BARAKA, YARD AND RELI B SITES - WITHIN NAWASCO SUPPLY AREA.

[date]

To: _____

RE: Tender No. _____

Tender Name _____

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

Please acknowledge receipt of this letter of notification signifying your acceptance.

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.

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 OFFICE

4.5 LETTER OF ACCEPTANCE

NANYUKI WATER AND SEWERAGE COMPANY

_____ [date]

To: _____
[name of the Contractor]

[address of the Contractor]

FABRICATION, ERECTION, PAINTING AND COMMISSIONING OF 3 NO. ELEVATED SECTIONAL STEEL TANKS OF 108M3 EACH ON 15-METER-HIGH TOWER AT BARAKA, YARD AND RELI B SITES - WITHIN NAWASCO SUPPLY AREA.

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

4.6 CONTRACT FORM (FORM OF AGREEMENT)

NANYUKI WATER AND SEWERAGE COMPANY LTD

FABRICATION, ERECTION, PAINTING AND COMMISSIONING OF 3 NO. ELEVATED SECTIONAL STEEL TANKS OF 108M3 EACH ON 15-METER-HIGH TOWER AT BARAKA, YARD AND RELI B SITES - WITHIN NAWASCO SUPPLY AREA.

THIS AGREEMENT made the day of

..... 20

BETWEEN the NANYUKI WATER AND SEWERAGE COMPANY. (Hereinafter called “the Employer”) of the one part and

.....
(Name of Contractor)

.....
(Address)

(hereinafter called “the Contractor”) of the other part

WHEREAS the Employer is desirous that certain Works shall be executed as follows:

FABRICATION, ERECTION, PAINTING AND COMMISSIONING OF 3 NO. ELEVATED SECTIONAL STEEL TANKS OF 108M3 EACH ON 15-METER-HIGH TOWER AT BARAKA, YARD AND RELI B SITES - WITHIN NAWASCO SUPPLY AREA.

and has accepted a Bid by the Contractor for the execution, completion and maintenance of such Works

NOW THIS AGREEMENT WITNESSES as follows:

In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

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

The said Bid dated.....

- a) The Drawings
- b) The Conditions of Contract.
- c) The Specifications.

- d) The Bill of Quantities and the prices inserted therein upon the said Bid is based.
- e) The schedule of Basic prices

The data schedule

Such schedules and information as required to be submitted as set out in the Conditions of Bid and instructions to Bidders.

- i. Any instructions or Variations or Addendum issued to the Constructor by the Engineer.
- ii. Letter of commencement, reference
- iii. The Letter of Acceptance, reference

All the aforesaid documents are hereinafter referred to as “The Contract”.

In consideration of the payment to be made by the Employer to the Contractor as herein after mentioned 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.

4. The Employer HEREBY COVENANTS to pay the Contractor in consideration of the execution, completion and maintenance of the Works the Contract Price of Kenya Shillings (Ksh.....) at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year above written. Signed

for and on behalf of the said

EMPLOYER:

**MANAGING DIRECTOR
NANYUKI WATER AND SEWERAGE COMPANY LTD**

Signature and Date.....

In the Presence of:

COMMERCIAL MANAGER

.....

Signature and date.....

Signed for and on behalf of the said

CONTRACTOR:

In the Presence of.....

Address:

Occupation

COPY

4.7 TENDER SECURITY

NANYUKI WATER AND SEWERAGE COMPANY LTD

FABRICATION, ERECTION, PAINTING AND COMMISSIONING OF 3 NO. ELEVATED SECTIONAL STEEL TANKS OF 108M3 EACH ON 15-METER-HIGH TOWER AT BARAKA, YARD AND RELI B SITES - WITHIN NAWASCO SUPPLY AREA.

FORM OF TENDER

.....

TENDER NO.....

KNOW ALL MEN by these present that we

We.....

..... (Surety)

(Address)

hereinafter called "the Bank" incorporated/registered under the Companies Act, and having our registered office at

.....
.....

are bound into the NANYUKI WATER AND SEWERAGE COMPANY in the sum of Ksh.

(figures).....

(words)

.....
.....

for which payment will and truly be made to the said NANYUKI WATER AND SEWERAGE COMPANY the Bank binds itself, its successors and assignees by these present.

Sealed with the Common Seal of the said Bank subscribed for it and on its behalf by

.....
.....

CONDITIONS of this obligation are such that if

..... (Name of Bidder)

does not withdraw his bid dated 2020, within one twenty (120) days from the Official Bid Opening Date and, if called upon to do so:

Executes the formal Contract Agreement in accordance with Conditions of the said Bid and Instructions for Bidding.

Complies with written notice by the Employer, under paragraph of the Instructions for Bidding.
Produces a performance Bond satisfactorily in all respects to the Employer.

Then this obligation is to be void and of no effect otherwise to remain in full force and virtue.

This Surety may be considered invalid 120 days after the Official Bid Opening Date unless the Employer requests that it be extended to allow sufficient time for the successful Bidder to execute the formal Contract Agreement and/or produce the required performance Bond.

Date the day of2020.

.....
(Signature of Witness)

.....
(Signature of Witness)

.....
(Name of Witness)

.....
(Address of Witness)

4.8 ADVANCE PAYMENT SURETY UNDERTAKING

(NO PAYMENT WILL BE DONE in Advance)

5.1 SCHEDULE OF PARTICULARS

Particular of firm

Name of firm-----

Postal address-----

Telephone no-----

Registered office-----

Authorized bid Representative Name -----

Postal Address. -----

Telephone-----

Additional information if any to enable the employer to assess the type of services you are able to provide.

5.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give particulars indicated in part I and either part 2(a), 2(b), 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.

Attach copy of current business Trade license.

Part I - General

Business name: _____

Location of business premises: _____

Plot no. _____ Street/Road. _____

Postal address: _____ Tel. no. _____

Nature of Business: _____

Current Trade License NO. _____

Expiry Date: _____

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

Ksh _____

Name of Bankers: _____

Branch: _____

Part2(a) - Sole proprietor:

Full Name: _____ Age: _____

Nationality: _____

Country of Birth: _____

Citizenship Details _____

Part 2(b) Limited Liability/Partnership/Joint Venture:

Give details of directors/ partners as follows:

Name	Nationality	Citizenship	Shares
------	-------------	-------------	--------

1. _____

2

COPY

FORM RB 1
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*) ofdated the...day of20.....in the matter of Tender No.....of20...

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

SECTION V : BID EVALUATION CRITERIA

Evaluation will be done in five stages as follows: -

1. Determination of responsiveness
2. Technical evaluation
3. Financial evaluation
4. Recommendation for award
5. Due diligence

STAGE 1- BID RESPONSIVENESS (PRELIMINARY EVALUATION)

In accordance with the requirements of the Instruction to Bid under clause 5, only substantially responsive bid will be subject to detailed evaluation. For the purposes of the clause 5 a responsive bid is one which conforms to all terms, conditions and specifications of the bidding documents without deviation or reservation. The mandatory conditions to be complied with are: -

1. Serialized submitted tender documents
2. Certificate of Incorporation/Registration
3. Valid Business Permit
4. Valid Tax Compliance Certificate
5. PIN Certificate
6. Form of Tender Dully Filed and Signed
7. Confidential Business Questionnaire Duly Filled and Signed
8. NCA Certificate 1,2,3,4,5,6 under building works or other relevant specialized category
(Electro-Mechanical Engineering services or Water and other civil works)
9. Audited accounts for Last three (3) years (2017,2018,2019)
10. Tender security of Ksh. 200,000

Note:

- a) **A company shall fulfill all the above conditions in order to proceed to technical evaluation.**
- b) **Certification of documents shall be done by the Commissioner of Oaths**
- c) **Any company that does not fulfill any of the above conditions shall be disqualified from further evaluation at this stage.**

STAGE 2 – TECHNICAL EVALUATION

- I. The technical analysis will be allocated 80% score
- II. The bidders must show proof that they own/leased equipment, plant and machinery and similar works. The information provided will be subjected to authentication during the due diligence exercise
- III. The criteria for technical analysis will be as follows;

Item	Criteria	Score	Max score
Similar works (a) Ongoing (At least 50% complete)	Above Kes: 5 million (At least 2 similar projects)	Per Project 2	4
	Below Kes :10 million but above Kes: 5 million (Max. 2 projects)	3	6
(b) Similar but Complete projects in the last 5 yrs (Attach employer certified copies of contract completion certificates or contract award if still ongoing.)	Above Kes: 10 million (Max 2 projects)	5	10
Availability of equipment (Attach Log books, Receipts of purchase or hire)	At least 7-ton truck	2	2
	Hoist	2	2
	Concrete mixer	1	1
	Concrete vibrator	1	1
	Welding Machine	1	1
Qualified personnel in construction of different specialties in construction (Attach certified copies of academic and professional qualification- To be verified at due diligence stage)	Key personnel Project Engineer (<i>Degree in Water/Civil/Mechanical Engineering and registered or registrable with the EBK</i>) At least 5 years general experience and including minimum of 2 projects in similar works.	5	5
	Resident Engineer (<i>Degree in Water/Civil/Mechanical Engineering and registered or registrable with the EBK</i>) At least 3 years general experience and	3	3

	including minimum of 2 projects in similar works.			
	Site Foreman- (<i>Diploma in Civil/Building engineering .At least 3 years general experience and including minimum of 2 projects in similar works.</i>)	1	1	
Financial Status- Latest 3 audited financial years statements	FY 2017	1	3	
	FY 2018	1		
	FY 2019	1		
	Positive Net yearly operating profit	2017	1	3
		2018	1	
		2019	1	
	Non current asset base	(Kes- million) 0-5	0	2
Over 5-10		1		
Over 10		2		
Evidence of working capital (Cash at hand & Banks- (<i>Provide Bank signed & stamped current bank statement dated not more than a month from date of submission, letters of credit stating amount to be advanced</i>) To be verified at due diligence stage.	Below the cost of the project	4	16	
	Equal to the cost of the project	8		
	Above the cost of the project X2	12		
	Above the cost of the project X3	16		
Litigation History	The Bidder shall provide in a form of a commissioned affidavit ,accurate information about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years	5	5	

Provide detailed design drawings	Drawings provided offer the general arrangements of the 108m ³ steel panel tank. The tenderer is expected to provide structural design calculations, all technical specifications and relevant working drawings for the structure (Ref : Section VII)	10	10
	Provide detailed work plan for undertaking the works	5	5
	TOTAL SCORE		80

NOTE:

Tenderers who score 70 % (Seventy percent) and above of the total score will proceed to Financial Evaluation

STAGE 3. (FINANCIAL EVALUATION)

The total score allocated for financial evaluation is 20%. The lowest priced tender scores 20% and the other tenders are prorated.

COMBINATION OF TECHNICAL AND FINANCIAL EVALUATION

The scores for technical and financial analysis shall be combined and a total score for each bidder will be determined as follows: -

Bidder	Total Technical Score (80)	Total Financial Score (20)	Combined Score (100)
1.			
2.			
3.			
4.			

STAGE 4. RECOMMENDATION FOR AWARD

A recommendation will be made to award this bid to the bidder with the highest score as

Section VI - General Conditions of Contract

see attached document

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Section VII - Particular Conditions of Contract

The following Particular Conditions shall supplement the GC. Whenever there is a conflict, the provisions herein shall prevail over those in the GC

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PART A - CONTRACT DATA/ CONTRACT BID DATA SHEET

Conditions	Sub-Clause	Data
Employer's name and address	1.1.2.2 & 1.3	MANAGING DIRECTOR NANYUKI WATER AND SEWERAGE COMPANY LTD
Engineer's name and address	1.1.2.4 & 1.3	TECHNICAL SERVICES MANAGER, NANYUKI WATER AND SEWERAGE COMPANY LIMITED
Time for Completion	1.1.3.3	<u>30</u> days <i>If Sections are to be used, refer to Table: Summary of Sections below</i>
Defects Notification Period	1.1.3.7	180 days.
Sections	1.1.5.6	<i>If Sections are to be used, refer to Table: Summary of Sections below</i>
Electronic transmission systems	1.3	N/A
Governing Law	1.4	Laws of Kenya
Ruling language	1.4	English
Language for communications	1.4	English
Time for the Parties entering into a Contract Agreement	1.6	14 days after notification of award and not exceeding 30days.
Time for access to the Site	2.1	No later than the Commencement Day, except for the following parts (if applicable, with detailed description of parts concerned: <u>N/A</u> days after Commencement Date
Engineer's Duties and Authority	3.1(b)(ii)	Any Variations resulting in an increase of the Accepted Contract Amount shall require approval of the Employer.
Sustainable procurement	4.1	N/A
Performance Security	4.2	The performance security will be in the form of a Performance Bond from a reputable bank in the amount(s) of 10% percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.
Normal working hours	6.5	8 am -5 pm
Delay damages for the Works	8.7 & 14.15(b)	<u>0.03</u> % of the Contract Price per day. <i>If Sections are to be used, refer to Table: Summary of Sections below</i>

Conditions	Sub-Clause	Data
Maximum amount of delay damages	8.7	7.5% of the final Contract Price.
Provisional Sums	13.5.(b)(ii)	<i>[If there are Provisional Sums, insert a percentage for adjustment of Provisional Sums]</i> __N/A__%
Adjustments for Changes in Cost	13.8	Period “n” applicable to the adjustment multiplier “Pn”: __N/A__ <i>[Insert the period if different from one (1) month; if period “n” is one (1) month, insert “not applicable”]</i>
Total advance payment	14.2	Not applicable
Repayment amortization rate of advance payment	14.2(b)	Not Applicable
Percentage of Retention	14.3	10 %
Limit of Retention Money	14.3	10 % of the Accepted Contract Amount Release 5% with the payment of the final certificate
Plant and Materials	14.5(b)(i)	If Sub-Clause 14.5 applies: Plant and Materials for payment Free on Board N/A
	14.5(c)(i)	Plant and Materials for payment when delivered to the Site –Not Applicable
Publishing source of commercial interest rates for financial charges in case of delayed payment	14.8	N/A
Periods for submission of Contractor’s All Risk Insurance: (CARIC)	18.1	<i>[Insert period for submission of evidence of insurance and policy. Period may be from 14 days to 28 days.]</i>
		a. evidence of insurance. __14__ days
b. relevant policies	__14__ days	
Maximum amount of deductibles for insurance of the Employer's risks	18.2(d)	N/A
Minimum amount of third party insurance	18.3	N/A
Date by which the DB shall be appointed	20.2	28 days after the Commencement date
The DB shall be comprised of	20.2	<i>Either:</i> One sole Member <i>or:</i> Three Members

Conditions	Sub-Clause	Data
List of potential DB sole members	20.2	<i>[Only when the DB is to be comprised of one sole member, list names of potential sole members; if no potential sole members are to be included, insert: "none"]</i>
Appointment (if not agreed) to be made by	20.3	<i>[Insert name of the appointing entity or official]</i>
Rules of arbitration	20.6(a)	<i>[Insert rules of arbitration if different from those of the International Chamber of Commerce]</i>

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SECTION VII - DRAWINGS

Note 1: Provided drawings offer the general arrangements of the 108m³ steel panel tank.

Note 2: Structural design calculations and all technical specifications to be provided by tenderer and will form part of the technical evaluation.

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SECTION VIII- QUALIFICATION

8.1 INDIVIDUAL TENDERERS OR INDIVIDUAL MEMBERS OF JOINT VENTURES

8.1.1 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: _____

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

Year	Volume (Kshs.)

8.1.3 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

8.2 SCHEDULE OF THE MAJOR PLANT TO BE USED ON THE CONTRACT:

(Mandatory for use in evaluation)

ITEM	NO:	MAKE	MODEL & YEAR	OWNED / HIRED	PRESENT LOCATION &

We hereby certify that this list is not exhaustive and notwithstanding the plan detailed above, we will provide suitable and adequate plan in good working order for the timely and successful completion order for the timely and successful completion of the works.

Bidder: _____

Name: _____

Designation: _____

Signed: _____

Date: _____

8.3 SCHEDULE OF MANPOWER: (MANDATORY FOR USE IN EVALUATION)

1. Bidder to give an estimate of the manpower he intends to employ subdivided categories.
2. Bidder to give names, qualifications, status and experience records of all executive personnel he proposes to employ on the works especially their signed curriculum vitae.
3. Bidder can attach additional sheets.

Schedule of Manpower

Position	Name	Years of experience (general	Years of experience in proposed position
Project Engineer			
etc			

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

8.4 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.

8.5 Name, address and telephone, telex and facsimile numbers of banks that may provide reference if contacted by the Employer.

8.6 Statement of compliance with the requirements of Clause 1.2 of the Instructions to Tenderers

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

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SECTION IX: TRADE PREAMBLES

PREAMBLES AND PRICING NOTES

A. GENERALLY

All work to be carried out in accordance with the Ministry of Public Works General Specifications for Building Works issued in 1976 or as qualified or amended below.

B. MANUFACTURERS' NAMES

Manufacturers' names and catalogue references are given for guidance to quality and standard only. Alternative manufacturer of equal quality will be accepted at the discretion of the Project Engineer.

C. EXCAVATION

Prices are to include for excavating in all materials met with Rock as specified. Prices are also to include for planking and strutting, and for destroying all white ants nests in the vicinity of the structure.

D. CONCRETE WORK

All concrete shall conform to the "Concrete specification for building 1974" issued by the structural branch of the Ministry of Works, Housing and Physical Planning. All reinforced concrete to be to class 25 of the above specification, and to be granted strength as described.

E. Cover to Reinforcement Unless otherwise specified on the drawings cover is to be:-

Foundations 50mm

Columns 40mm

Beams 25mm

Slabs 15mm

Test cubes: Allowance must be included in the tender for preparation and testing of concrete test cubes as required by the Project Engineer

Precast concrete works: Prices are to include for handling reinforcement, and for bedding in cement mortar Concrete will be class 20.

F. STRUCTURAL STEELWORK

All structural steelwork shall comply with the Ministry of Public Works "Structural Steelwork Specification (1973).

G. PAINTING

Painting shall be applied in accordance with the manufacturers' instructions.

Prices for painting are to include for scaffolding, preparatory work, priming coats, protection of other works and for cleaning up on completion. Prices for painting on galvanized metal are to include for mordant solution as necessary.

H. PLUMBING

Generally: All work shall be executed by an approved sub-contractor and in accordance with the general specification.

Description: The sizes given are the internal diameter. the works pipe and tube are synonymous.

Prices of Pipes: Are to include for holderbats, clips reducing bushes and straight coupling.

The Contractor is advised to visit the site, to familiarize with the nature and position of the site. No claims arising from the Contractor's failure to do so will be entertained.

I. CLEARING AWAY

The Contractor shall remove all temporary works, rubbish, debris and surplus materials from the site as they accumulate and upon completion of the works, remove and clear away all plant, equipment, rubbish, unused materials and stains and leave in a clean and tidy state to the reasonable satisfaction of the Project Engineer.

The whole of the works shall be delivered up clean, complete and in perfect condition in every respect to the satisfaction of the Project Engineer.

J. LABOUR CAMPS

The Contractor shall not be allowed to house labour on site. Allow for transporting workers to and from during the tenure of the contract.

K. PRICING RATES

The tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities.

Items for which no rate or price is entered by the tenderer shall be deemed to be covered in the rates and prices of OTHER priced items in the Bill of Quantities.

The tenderer shall include for all costs in executing the whole of the works, including transport, replacing damaged items, fixing, all to comply with the said Conditions of Contract.

Prices quoted should be in Kenya shillings inclusive of all taxes except V.A.T which will be inserted at the grand summary.

Prices shall remain valid for one hundred and Twenty (120) days from the closing date of tender.

L. URGENCY OF THE WORKS

The Contractor is notified that these “works are urgent” and should be completed within the period stated in Particular Preliminaries. The Contractor shall allow in his rates for any costs he may incur by having to complete the works within the stipulated contract period.

M. PAYMENT FOR MATERIALS ON SITE

All materials for incorporation in the works must be stored on site before payment is effected, unless specifically exempted by the Project Engineer. This is to include materials of the Contractor, nominated sub-Contractors.

No payment for materials on site will be effected unless incorporated in permanent work

N. ADVANCE PAYMENTS

The tenderer’s attention is drawn to the fact that the Government does not make advance payments.

O. EXISTING SERVICES

Prior to the commencement of any work, the Contractor is to ascertain from the relevant authority the exact position, depth and level of all existing services in the area and shall make whatever provisions may be required by the authorities concerned for the support, maintenance and protection of such services.

P. MEASUREMENT

In the event of any discrepancies arising between the Bills of Quantities and the actual works, the site measurements shall take precedence. However, such discrepancies between any contract documents shall immediately be referred to the Project Engineer in accordance with Clause 22 of the Conditions of Contract. The discrepancies shall then be treated as a variation and be dealt with in accordance with Clause 22 of the said Conditions.

Q. PROGRESS CHART.

The Contractor shall provide within two weeks of Possession of Site and in agreement with the Project Engineer a Progress Chart for the whole of the works including the works of Nominated Sub- Contractors; one copy to be handed to the Project Engineer and a further copy to be retained on Site. Progress to be recorded and chart to be amended as necessary as the work proceeds.

R. INSURANCE

The Contractor shall insure as required in Conditions No. 30 of the Conditions of

Contract. No payment on account of the work executed will be made to the Contractor until he has satisfied the Project Engineer either by production of an Insurance Policy or and Insurance Certificate that the provision of the foregoing Insurance Clauses have been complied with in all respects. Thereafter Project Engineer shall from time to time ascertain that premiums are duly paid up by the Contractor who shall if called upon to do so, produce the receipted premium renewals for the Project Engineer inspection

S. CONTRACTOR'S SUPERINTENDENCE/SITE AGENT

The Contractor shall constantly keep on the works a literate English-speaking Agent or Representative, competent and experienced in the kind of work involved who shall give his whole experience in the kind of work involved and shall give his whole time to the superintendence of the works. Such Agent or Representative shall receive on behalf of the Contractor all directions and instructions from the Project Engineer and such directions shall be deemed to have been given to the Contractor in accordance with the Conditions of Contract.

T. PROVISIONAL WORK

All work described as "Provisional" in these Bills of Quantities is subject to remeasurement in order to ascertain the actual quantity executed for which payment will be made. All "Provisional" and other work liable to adjustment under this Contract shall left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the Project Engineer Immediately the work is ready for measuring, the Contractor shall give notice to the Project Engineer. If the Contractor makes default in these respects he shall if the Project Engineer so directs uncover the work to enable all measurements to be taken and afterwards reinstate at his own expense

U. PROVISIONAL SUMS.

The term "Provisional Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7(i) of the Standard Method of Measurement. Such sums are net and no addition shall be made to them for profit.

V. WATER AND ELECTRICITY SUPPLY FOR THE WORKS

The Contractor shall provide at his own risk and cost all necessary water, electric light and power required for use in the works. The Contractor must make his own arrangements for connection to the nearest suitable water main and for metering the water used. He must also provide temporary tanks and meters as required at his own cost and clear away when no longer required and make good on completion to the entire satisfaction of the PROJECT ENGINEER . The Contractor shall pay all charges

in connection herewith. No guarantee is given or implied that sufficient water will be available from mains and the Contractor must make his own arrangements for augmenting this supply at his own cost. Nominated Sub-contractors are to be made liable for the cost of any water or electric current used and for any installation provided especially for their own use.

W. SANITATION OF THE WORKS

The Sanitation of the works shall be arranged and maintained by the Contractor to the satisfaction of the Government and/or Local Authorities, Labour Department and the Project Engineer

X. PREVENTION OF ACCIDENT, DAMAGE OR LOSS

The Contractor is notified that these works are to be carried out on a restricted site where the client is going on with other normal activities. The Contractor is instructed to take reasonable care in the execution of the works as to prevent accidents, damage or loss and disruption of normal activities being carried out by the Client. The Contractor shall allow in his rates any expense he deems necessary by taking such care within the site.

SECTION X: BILLS OF QUANTITIES

See BoQ separately attached.

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