

COUNTY GOVERNMENT OF NYERI

WHEN REPLYING PLEASE QUOTE
OUR REFERENCE NO AND DATE.
ALL CORRESPONDENCES TO BE
ADDRESSED TO THE COUNTY
SECRETARY OR CHIEF OFFICER OF
THE DEPARTMENT



P.O. Box 1112-10100

NYERI

Telephone 061 2030700

Fax No. 061 2030537

Email: infonyericounty@gmail.com

DEPARTMENT OF TRANSPORT, PUBLIC WORKS, INFRASTRUCTURE & ENERGY

Tender reference No:

CGN/TEND/INFRA /182/2018-2019

Tender Name:

**CONTRACT FOR THE SUPPLY AND SPREADING OF GRAVEL
ON VARIOUS ROADS AND SECTIONS WITHIN THE WARD FOR
THE PERIOD NOVEMBER 2018 TO JUNE 2019**

**(Mukurwe-ini West Ward)
MUKURWE-INI SUBCOUNTY**

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PART A

INTRODUCTION

- 1.1 This standard tender document for procurement of works has been prepared for use by procuring entities in Kenya in the procurement of works (i.e. Buildings and associated Civil Engineering Works).
- 1.2 The following guidelines should be observed when using the document:-
- (a) Specific details should be furnished in the Invitation to tender and in the special conditions of contract (where applicable). The tender document issued to tenderers should not have blank spaces or options.
 - (b) The instructions to tenderers and the General Conditions of Contract should remain unchanged. Any necessary amendments to these parts should be made through Appendix to instructions to tenderers and special conditions of contract respectively.
- 1.3
- a) Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable prospective tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements
 - (b) The invitation to tender shall be as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have been prequalified following a request for prequalification.
- 1.4 The cover of the document shall be modified to include:-
- I. Tender number.
 - II. Tender name.
 - III. Name of procuring entity.

PART B

INVITATION FOR TENDERS

1.1 The County Government of Nyeri invites sealed tenders for the

Tender reference No:

CGN/TEND/INFRA/ 182/2018-2019

Tender Name:

**CONTRACT FOR THE SUPPLY AND SPREADING OF GRAVEL ON
VARIOUS ROADS AND SECTIONS WITHIN THE WARD FOR THE
PERIOD NOVEMBER 2018 TO JUNE 2019**

1.2 Interested eligible candidates may obtain further information from the office of the **Director of Procurement** at the County Procurement Office-, during normal working hours and inspect tender documents from County Website **www.nyeri.go.ke**

1.3 A complete set of tender documents may be obtained by interested candidates from County Website **www.nyeri.go.ke**

1.4 Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for (90) days from the closing date of tender.

1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender name and Reference Number and deposited in the Tender Box **located on the ground floor at the Offices of the Governor** or to be addressed to (The County Secretary, County Government of Nyeri, P.o. Box 1112-10100 Nyeri) so as to be received on or before

DD	MM	YY	Time
4	December	2018	10.00 a.m

1.6 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at (The Governor's Boardroom)

Yours Sincerely

**COUNTY SECRETARY
COUNTY GOVERNMENT OF NYERI**

PART C-i

INSTRUCTIONS TO TENDERERS.

General

- 1.1 The Employer invites tenders for Works Contract as described in the tender documents.
- 1.2 Tenderers shall include the following information and documents with their tenders, unless otherwise stated:
 - (a) copies of certificates of registration under Companies Act, and as a Contractor by NCA, and principal place of business;
 - (b) 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.
- 1.4 The Tenderer, at the Tenderer's own responsibility and risk, must attend a mandatory pre-tender briefing and site 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 the Proposed works as defined in the specifications. The Tenderer shall visit the site at his own expense.
- 1.5 Eligible Tenderers
 - a) The invitation to Tender is open to all qualified Tenderers.
 - b) A firm debarred from participating in Public Procurement by the Public Procurement Directorate shall not be eligible to bid during the period of time determined.

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: -
 - (i) Instructions to Tenderers
 - (ii) Form of Tender
 - (iii) Conditions of Contract and Appendix to Conditions of Contract
 - (iv) Specifications
 - (v) Bills of Quantities
 - (vi) Other document/materials required by the Employer 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 its Tender.

- 2.3 A prospective Tenderer requiring any clarification of the tender documents may notify the Employer in writing or by cable, telex or facsimile at the address indicated in the invitation to tender. The Employer will respond to any request for clarification received earlier than seven [7] days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.
- 2.4 Before the deadline for submission of Tenders, the Employer may modify the tender documents by issuing addenda. Any addenda thus issued shall be part of the tender documents and shall be communicated in writing or by cable, telex or facsimile to all Tenderers. Prospective Tenderers shall acknowledge receipt of each addendum in writing to the Employer.
- 2.5 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend, as necessary, the deadline for submission of Tenders in accordance with clause 4.6 here below.

Preparation of Tenders

- 3.1 All documents relating to the tender and any correspondence shall be in the 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 initialled on every page
 - (d) Any other documents required by the Employer 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. Items for which no rate or price is entered by the Tenderer shall be deemed covered by the other rates and prices in the Bill of Quantities.
- 3.4 The unit rates and prices shall be in Kenya Shillings.
- 3.5 Tenders shall remain valid for a period of 90 days from the date of submission. However, the Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing.
- 3.6 The Tenderer shall prepare one original of the documents comprising the tender documents as described in these Instructions to Tenderers.

- 3.7 The original shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the Tenderer. The person or persons signing the tender shall initial all pages of the Tender where alterations or additions have been made.

1. Submission of Tenders

- 4.1 The Tender duly filled and sealed in an envelope shall;-
- (a) be addressed to the Employer at the address provided in the invitation to Tender;
 - (b) not bear the name and identification number of the Contractor 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 the Employer 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.
- 4.4 Each Tenderer may submit only one tender. Any Tenderer who fails to comply with this requirement will be disqualified.
- 4.5 Any tender received after the deadline for opening tenders will be returned to the Tenderer un-opened.
- 4.6 The Employer 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 the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

2. Tender Opening

- 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 name of the Tenderer, the total amount of each tender and the status of the tender guarantee shall be read out aloud and recorded in a tender opening register, and a copy of the record may on request be made available to a tenderer. Minutes of the tender opening, including the information disclosed to those present will also be prepared by the Employer.

3. Tender Evaluation

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

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

6.2 Prior to the detailed evaluation of tenders, the Employer will determine if each tender:-

- a) meets the eligibility criteria defined in Clause 1.5.
- b) has been properly signed;
- c) is accompanied by the required securities;
- d) is substantially responsive to the requirements of the bidding documents.

6.3 A substantially responsive Tender 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 the one:-

- a) which affects in any substantial way the scope, quality or performance of the works;
- b) which limits in substantial way, inconsistent with the tender documents, the Employer's rights or the Tenderer's obligation under the Contract;
- c) Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive tenders.

6.4 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 line item total will govern and the unit rate will be adjusted accordingly in such a way that the Tender sum remains unaltered.
- (c) For lumpsum items, only the amount will be considered disregarding any filled in unit rate.
- (d) 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.

6.5 To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion may request 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.

4. Award of Contract

7.1 The award of the Contract will be made to the Tenderer who has offered the lowest evaluated tender price.

7.2 The Employer reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time prior to the award of Contract without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the action.

7.3 The Tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, telex or facsimile. This

notification (hereinafter and in all Contract documents called the “Letter of Acceptance”) will state the sum [hereinafter and in all Contract documents called the “Contract Price”] which the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. The notification of award will constitute the formation of the Contract, subject to the Tenderer signing the Contract Agreement.

- 7.4 The Contract Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be signed by the successful Tenderer, not earlier than 7 days following the notification of award, and thereafter returned to the Employer within 7 days for signature.

PART C – ii:

APPENDIX TO INSTRUCTIONS TO TENDERERS.

1. Notes on the Appendix to Instructions to Tenderers

The following appendix to instructions to tenderers shall complement or amend the provisions of the instructions to tenderers (Section II). Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

2. Tendering Documents												
2.1	The number of tender documents to be completed and returned is TWO (one original and one copy)											
2.2	<u>Validity of the tender</u> 120 days after the date of Tender Opening											
2.3	The Address for clarification/Receiving of Tender Document is COUNTY SECRETARY <u>COUNTY GOVERNMENT OF NYERI</u> P.o. Box 1112-10100, Nyeri. Telephone: 2030700 Facsimile: 2030537 E-Mail: infonyericounty@gmail.com Note: Bulky tenders which will not fit in the tender box shall be delivered to the office of the Director of Procurement at First Floor											
3. Opening and Evaluation of Tenders												
3.1	The Tender opening shall take place at: Street address: KENYATTA ROAD Building: TOWN HALL/GOVERNOR’S OFFICE Floor/Room No: OFFICE OF THE DIRECTOR OF PROCUREMENT Town: NYERI Country: KENYA <table><tr><td>DD</td><td>MM</td><td>YY</td><td>Time</td></tr><tr><td>4</td><td>December</td><td>2018</td><td>10.00 a.m</td></tr></table>				DD	MM	YY	Time	4	December	2018	10.00 a.m
DD	MM	YY	Time									
4	December	2018	10.00 a.m									
3.2	Post- qualification may not <i>be undertaken</i> .											

4 TENDER SUBMISSION CHECKLIST

- i. The duly filled Tender document shall be returned intact as obtained from the County Government.
- ii. All attachments requested in the tender documents and those which the bidder considers to submit SHALL BE ATTACHED at the back of the bought/main tender document. Dividers may be used to separate and indicate the attachments submitted.
- iii. Tenderers shall INDICATE A REFERENCE /PAGE NUMBER of the attached document which they have provided or on a requirement which they have complied with in the submission checklist below.

NO.	ITEM		Document Reference or Page Number
4.1	Bid Bond of <u>Kshs 30,000 or</u> AS INDICATED IN THE ADVERTISEMENT FOR THE TENDER and in form of Banker's Cheque, Bank Guarantee or security from an Insurance company approved by PPOA		
4.2	Copy of proof of registration of the business entity/certificate of incorporation		
4.3	Copy of certificate of registration in target group issued by the national treasury or other equally recognized authority		
4.4	Copy of Valid Tax Compliance Certificate		
4.5	Copy of PIN certificate		
4.6	Copy of document/CR12 disclosing the Directors/owners of the company/business entity To also submit copy of National ID or Passport for all directors/owners		
4.7	FINANCIAL CAPABILITY NB: Tenderer to submit evidence of access to a financial resource which shall be AN ORIGINAL COPY of an Undertaking to provide credit addressed to the Procuring Entity (County Government of Nyeri) from Bank or any CBK approved Financial Institution stating the amount of Financial credit to be availed to the bidder for the tender in consideration		
4.8	CERTIFIED AUDITED ACCOUNTS: Certified Audited Financial Statements for the last 2 years (2016,2017)		
4.9	List of major items of Contractor's equipment to be directly assigned for carrying out the works during the contract period		
	NOTE	i Refer to technical evaluation criteria for the equipment expected for the different types of road works	
		ii Attach copies of logbooks (NB: for equipment not owned by the company/ business entity, a copy of the lease agreement should be attached even where the equipment is owned by a director	

4.10	LITIGATION HISTORY SUBMISSION NOTE: The bidders document containing information about litigation history must be signed, witnessed and notarized by a Notary Public and shall contain the following : Contract Identifications: Name of Employers Addresses of Employers Matters and amounts in dispute: Total Contracts Amount (KShs)	
4.11	POWER OF ATTORNEY The Bidder shall state/nominate the name(s), cellphone contacts and address of his representative(s) who is/are authorized to sign bids and receive on his behalf the correspondences in connection with the Bid. This nomination shall be evidenced by submitting of a power of attorney signed by legally authorized signatories of all the partners/directors/owners of the bidding entity, witnessed and notarized by a Notary Public	
4.12	Any other document or item required by the tender document	

NO.	ITEM	Tick if you have complied	
		Yes	No
4.13	Duly filled, signed and stamped/sealed form of Tender in the Format provided clearly indicating: i. Monetary offer		
4.14	Duly filled, signed and stamped/sealed Confidential Business Questionnaire		
4.15	Duly filled, signed and stamped/sealed Bills of quantities NOTE: Arithmetic Errors will be checked as indicated in Clause 6.4 of the Instruction to Tenderers		
4.16	All documents to be bound for each tender submitted		

CONFIRMATION OF READING AND UNDERSTANDING THE TENDER SUBMISSION CHECKLIST

I (write full names as shown in ID Card).....

Cellphone.....

Being at the Authorized Representative/agents of

.....
(Name of tenderer)

Do hereby confirm that I have read and understood the tender submission checklist and that I have provided the information as indicated

Signature _____ in the capacity of _____

Duly authorized to sign tenders for and on behalf of

_____ [Name of Contractor- include stamp]

of _____ [Address of Contractor]

Date _____

5 EVALUATION AND COMPARISON OF TENDERS

The following evaluation criteria shall be applied not withstanding any other requirement in the tender documents.

a) Mandatory Requirements (MR)

The following requirements must be met by the tenderer

NO	Requirements	Responsive or Not Responsive
MR1	Must submit a Tender Security / Bid Bond of <u>Kshs 30,000 or AS</u> INDICATED IN THE ADVERTISEMENT FOR THE TENDER and in form of Banker's Cheque, Bank Guarantee or security from an Insurance company approved by PPOA	
MR2	Must fill the form of Tender in the Format provided clearly indicating: ii. Monetary offer	
MR3	Must submit a copy of registration/incorporation certificate of the business entity NOTE: The authenticity of this may be verified from the registrar	
MR4	Must submit a copy of Valid Tax Compliance Certificate and a Copy of PIN certificate	
MR5	Must submit a duly filled up Confidential Business Questionnaire in Format provided	
MR6	Must submit a Copy of document/CR12 disclosing the Directors/owners of the company/business entity Must submit copy of National ID or Passport for all directors/owners	

NOTE

At this stage, the Tenderer's submission will either be responsive or non-responsive. If the Bidder misses ANY/or has an INVALID document(s) listed above, he/she will be considered non-responsive.

The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.

b). Technical Scores (TS)

This section (Technical Evaluation) will be marked out of 50 and will determine the Technical Score (TS)

No.	Evaluation Attribute	Weighting Score			Max. Score
TS1	<u>FINANCIAL CAPABILITY:</u> NB: Tenderer to submit evidence of access to a financial resource which shall be AN ORIGINAL COPY of an Undertaking to provide credit addressed to the Procuring Entity (County Government of Nyeri) from Bank or any CBK approved Financial Institution stating the amount of Financial credit to be availed to the bidder for the tender in consideration	i	Has indicated sources of Financial Resources (No letter from the bank or Financial Institution.	10	10
		ii	Has not indicated sources of Financial Resources (No letter from the bank or Financial Institution.	0	
TS2	<u>LITIGATIONS HISTORY</u> NOTE: The bidders document containing information about litigation history must be signed, witnessed and notarized by a Notary Public No marks for non-notarized document	i	Nil/no pending litigation	5	5
		ii	Total value of all pending litigations = less than 40% of the bidders tender sum	2	
		ii	For unknown value or value = or greater than 40% of the bidders tender sum for the works in consideration	0	
TS3	<u>POWER OF ATTORNEY</u> The Bidder shall state/nominate the name(s), cellphone contacts and address of his representative(s) who is/are authorized to sign bids and receive on his behalf the correspondences in connection with the Bid. This nomination shall be evidenced by submitting of a power of attorney signed by legally authorized signatories of all the partners/directors/owners of the bidding entity, witnessed and notarized by a Notary Public	i	Power of Attorney duly signed by the bidder's signatories, witnessed and notarized by a Notary Public	5	5
		ii	No Power of Attorney OR NOT FULLY executed as required	0	

TS4	<u>CONSTRUCTION EQUIPMENT</u> List of Construction Equipment and accessories owned by the firm and to be directly assigned to carry out the works during the contract period. Attach copies of logbooks (NB: for equipment not owned by the company/ business entity, a copy of the lease agreement should be attached even where the equipment is owned by a director	i	FOR GRAVEL WORKS (supply and spread) Tippers lorries of Minimum capacity= 20 tons or 10m ³	15	15
		ii	Doesn't have a or has a Tipper(s) lorries of LESS THAN 20 tons or 10m ³ capacity	0	
TS5	<u>SANCTITY OF THE TENDER DOCUMENT</u> All documents to be bound for each tender submitted The duly filled Tender document shall be returned intact as obtained from the County Government.	i	Having the original document as downloaded/ obtained from the procuring entity intact (not tampered with in any way) and all attachments at the back, properly paged/referenced	10	10
		ii	Having mutilated or modified the tender document	0	
TS6	<u>CERTIFIED AUDITED ACCOUNTS:</u> Certified Audited Financial Statements for the last 2 years (2016,2017)	i	Certified Audited Financial Statements for the last 2 years (2016,2017)	5	5
		ii	Certified Audited Financial Statements for one year only	2	
		iii	No or uncertified audited accounts	0	
			TOTAL	50	

Only bidders who score [30 out of 50] and above will be subjected to financial evaluation. Those who score below 70 will be eliminated at this stage from the entire evaluation process and will not be considered further.

c). Financial Score (FS)

Bidders will be ranked according to their bid amount.

6 **Award Criteria:**

The award criteria will be as follows:

- i. Winners of the contract will be all those bidders whose bid prices fall within + or – 10% of the Engineer's Estimate. Therefore any of the successful bidder may be requested to supply and spread gravel within the ward at the price computed as indicated in item (ii) below
- ii. The award price will be:

$$Figure A = \frac{\sum_1^N (\text{All bid prices ABOVE Engineer's Estimate upto a max. of } + 10\%)}{N}$$

$$Figure B = \frac{\sum_1^M (\text{All bid prices BELOW Engineer's Estimate upto a max. of } - 10\%)}{M}$$

$$Figure C = \text{Engineer's Estimate for the ward}$$

$$\text{AWARD PRICE (Figure D)} = \frac{\text{Figure A} + \text{Figure B} + \text{Figure C}}{3}$$

7 **POST-QUALIFICATION**

This may not be undertaken

8. **SITE VISIT**

- a. Description of the Project

The site is within Nyeri County. The work consists of providing, laying and spreading gravel/murram on the various roads and sections within the ward as instructed from time to time by the Chief Officer-Transport, Public works, Transport and Energy or his authorised representative

The works may be executed in parts or whole as instructed and as described in the bill of quantities for the works.

- b. The tenderer is advised to visit and examine the Site and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a contract. The costs of visiting the Site shall be the tenderer's own responsibility
- c. The tenderer and any of his personnel or agents will be granted permission by the Employer to enter upon premises and lands for the purpose of such inspection, but only upon the express condition that the tenderer, his personnel or agents, will release and indemnify the Employer from and against all liability in respect of, and will be responsible for personal

injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which but for the exercise of such permission, would not have arisen.

- d. The Employer shall organize a site visit *on the date and venue specified in the Appendix to instruction to tenderers*. A representative of the Employer will be available to meet the intending tenderers at the Site. Tenderers must provide their own transport. The representative will not be available at any other time for site inspection visits.
- e. Each tenderer shall complete the Certificate of Tenderer's Visit to the Site, whether he in fact visits the Site at the time of the organized site visit or by himself at some other time.
- f. "The Employer in no way guarantees completeness nor accuracy of the soil, materials, subsurface and hydrological information made available to the Contractor at the time of tendering or at any other time during the period of the Contract, and the Contractor shall be responsible for ascertaining for himself all information as aforesaid for the execution of Works and his tender shall be deemed to have been priced accordingly."

N.B.

Pre-tender Meeting

1. If a pre-tender meeting is convened, the tenderer's designated representative is invited to attend at the venue and time in the Appendix to instructions to Tenderers. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
2. The tenderer is requested as far as possible to submit any questions in writing or by cable, to reach the Employer not later than seven (7) days before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following:
 - (a) Minutes of the meeting, including the text of the questions raised and the responses given together with any responses prepared after the meeting, will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of a tender notice and not through the minutes of the pre-tender meeting.
 - (b) Non attendance at the pre-bid meeting will not be cause for disqualification of a bidder.

PART D

CONDITIONS OF CONTRACT AND SPECIFICATION

1. DESCRIPTION OF THE CONTRACT

The works provided for under this contract consist of **SUPPLY AND SPREADING OF GRAVEL TO A THICKNESS OF 200MM ON VARIOUS ROADS AND SECTIONS WITHIN THE WARD FOR THE PERIOD NOVEMBER 2018 TO JUNE 2019** at the rate indicated in the form of tender during that aforementioned period.

2. QUANTITY OF WORK

The quantity of work of 10m³ gravel in the bills of quantities is just provisional.

It is assumed that a lorry load of gravel/murram is 10m³. This assumption is arrived from taking a Lorry whose capacity is 20 tons and assuming the density of murram to be 2tons/m³ (2,000kg/m³)

The required quantity each time during the contract period will be in terms of 10m³ lorry loads of gravel/ murram.

Therefore the bidder will be issued with instructions from time to time specifying the quantity needed and the location where to deliver and spread the same.

3. CONTRACT PRICE AND BUDGET

The contractors' unit rates/costs entered in the Bill of Quantities shall be INCLUSIVE of all costs of materials, labour, risks, profit, all taxes/levies and any other costs incidental to executing the works under the contract and no claim will be entertained for extra costs. The price shall be valid for the duration of the contract and no price escalation/changes shall be allowed.

The budgetary allocation per ward for the contract period (November 2018-June 2019) is Kshs. 1.5million. Therefore the TOTAL CUMULATIVE amount payable under this contract for the above period is limited to Kshs. 1.5million.

4. COMMENCEMENT OF WORKS

Contract effectiveness shall be on the date of signature of the contract by all parties.

5. MODUS OPERANDI.

The contractor will supply the quantity of grave/murram requested, dump/lay at the locations instructed within the ward and spread the same to a thickness of 200mm.

No gravel lump shall stay overnight unspread.

6. WORKS SUPERVISION AND MEASUREMENT

The unit of measurement at the delivery site will be a 10m³ lorry load but the bidders unit price will be per m³. The Employer shall provide a representative at the delivery site and the contractor will equally provide his. The two shall jointly count and record the number of 10m³ lorry loads delivery and make a jointly signed record.

The information will be recorded in the format shown below:

	DATE				
	WARD				
	ROAD/SECTION NAME				
S/NO	LORRY REG. NO	TIME IN	DRIVER NAME	DRIVER CELLPHONE	SIGNATURE
1					
2					
3					
4					
<u>Declaration</u>					Total No.
We confirm that all large stones/boulders from the gravel/ murram delivered and spread today have been crushed to a maximum size of 40mm diameter and the total number of lorry loads delivered and spread today are:					
	EMPLOYER REPRESENTATIVE		CONTRACTOR'S REPRESENTATIVE		
Signature					
Name					
Cellphone					
ID No.					
Date					

This form is attached at the appendix of this tender document

However in case of a dispute, the already spread gravel will be measured in Length, Width and thickness to determine the actual quantity of gravel/murram delivered. This method of measurement will be the final mode of the quantity dispute resolution.

The overall work will be under the supervision of the Engineer on behalf of the Employer. The Engineer will carry out regular inspection without necessarily notifying the contractor.

7. RECRUITMENT OF LABOUR FOR SPREADING GRAVEL

6.1 The Contractor shall ensure that there is a sufficient and suitable deployment of labour at all times throughout the Contract period.

6.2 All general workers employed by the Contractor should be recruited from amongst the surrounding population. Exceptions may only be granted if sufficient local labour cannot be recruited and on the approval of the Employer's Representative. There shall be no discrimination in recruitment based on tribe, religion, political affiliations, age, disability and gender.

6.3 *Employment Of Young Persons And Children*

Contractor's attention is drawn to the Employment Act Chapter CAP 226 concerning the Employment of Young Persons and Children.

6.4 *Conditions of Employment of Labour*

The Contractor shall observe and fulfill the following conditions in respect of all persons employed by him in the execution of the contract:-

- a) Where possible, employ labour on a daily task basis, The size of the daily task shall be what can reasonably be expected of a worker during a normal working day (8 hours)
- b) The Contractor shall pay wage rates and observe hours and conditions of employment of labour as established by Kenya Laws and by agreement between Employers or other recognized authorities and trade unions for similar trades or industries in Nyeri District.
- c) The Contractor shall recognize the freedom of his employees to be members of trade unions. The Contractor's attention is drawn to the requirements of the Trade Unions Act (CAP 233). The Contractor should note that if a at least 25% of his employees are members of a particular Trade Union Organization, then he will be legally bound to recognize and negotiate with the organization.

6.5 *Reporting Requirements*

The Contractor shall, if required by the Employer, submit a return in detail in such form and at intervals prescribed showing the staff and the number of several classes of labour employed by the Contractor.

6.6 *Non-Payment of Wages by Contractor*

- a) Employer may demand from the contractor reasonable proof of payment of wages to the employees.
- b) The Employer may, upon the Contractor defaulting in payment, pay the money due, out of any funds due or which may become due to the Contractor under the Contract.
- c) In such events, the contractor shall co-operate with the Employer in processing the payment of the correct amounts of money due to the labour force by submitting the relevant muster rolls, workday reports and pay-sheets, and be represented during the payments.

- d) Direct payment to workers by the Employer will attract a penalty of 20% to cover expenses incurred in the administration of such labour payments.

6.7 Contract with Employees

(i) Working days

The contractor shall recognize gazetted non-working days and allow in his programme of works for these days, which he/she is not, expected to work.

(ii) Provision of Hand Tools

The Contractor shall provide his labour force with sufficient number of hand tools of adequate quality and quantity, and shall make the necessary provisions to maintain the tools in good and safe working condition. The Employer may instruct the Contractor to replace worn out, faulty or unsafe hand tools.

(iii) Safety and Health

- (a) The Contractor shall be responsible for the safety of all workers, In collaboration with, and to the requirements of the local health authorities, the contractor shall ensure that first aid equipment and stores are available on the Site at all times throughout the period of the Contract.
- (b) The Contractor shall be responsible for provision of potable water for the workers on site.
- (c) In the event of any outbreak of illness of an epidemic nature the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the government or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

(iv) Contractor to Preserve Peace

The contractor shall ensure that all his personal on site comply with the Statutes, Ordinances, Laws, Regulations and By-Laws in force in Kenya and to prevent accidents or any riotous or unlawful behaviour by or amongst all those employed on or in connection with the works, and for the preservation of the peace.

7 PAYMENT

The value of Work executed shall comprise the value of the quantities of the items in the Bills of Quantities completed.

The Contractor shall submit to the Chief Officer-Transport, Public works, Infrastructure and Energy monthly applications for payment giving sufficient details of the Work done /worked on materials on Site and the amounts which the Contractor considers himself to be entitled to. The Chief Officer shall check the monthly application and certify the amount to be paid to the Contractor within 30 days. The value of Work executed and payable shall be determined by the Chief Officer or his authorized representative.

8 CONTRACT DURATION

The Contract is for the period is from November 2018 up to June 2019 and MAY BE renewable by a further six months subject to:

- (a) Desire by the Employer
- (b) There being no change in the contract price within the extended duration.

9 TERMINATION OF CONTRACT

- a. The Employer shall be at liberty to terminate this agreement by giving a **21 days** written notice to the contractor and this liberty may be exercised notwithstanding that all the works, goods, materials and/or services hereby agreed to be supplied have not been supplied and the agreement shall there upon cease to be valid.
- b. The Contract also becomes automatically terminated when the maximum budget value of Kshs. 1.5million is reached or when the contract period ends whichever comes first unless an extension of the same has been granted as provided for in section/item (8) above.
- c. The employer may also terminate the Contract if, the contractor fails in the CORE obligations (i.e supply and spread gravel/murram) due to him
- d. The Contractor may terminate the contract if the Employer continually fails to make payments due under the contract within the time period specified in the contract.

If the events specified in (b) and (c) above occur, the aggrieved party shall notify the defaulting party of these events and demand an immediate explanation of how the situation will be rectified within a period of five working days. If no explanation is forthcoming, or the explanation is unsatisfactory, then the contract will be terminated, with a date of termination as the date the defaulting party was notified of the events as indicated above.

10. OTHER DOCUMENTS THAT ARE PART THIS OF CONTRACT

The contractor should read carefully the following specification for workmanship indicated in the reference documents listed here below which are also part of this contract.

- 10.1 Standard Specification for Road and Bridge Construction, 1986 Edition, published by the then Ministry of Transport and Communications. Work shall be carried out in accordance with the Standard Specification except as supplemented or revised in the Special Specification.

- 10.2 The Conditions of Contract, Part 1: General Conditions, shall be those forming Part 1 of the “Conditions of Contract for Works of Civil Engineering Construction,” fourth edition 1987, reprinted in 1992 with further amendments, prepared by the Fédération Internationale des Ingénieurs-Conseils (FIDIC). These Conditions are subject to the variations and additions set out in Part 2 hereof entitled “Conditions of Particular Application.”

Copies of the FIDIC Conditions of Contract can be obtained from:

FIDIC Secretariat
P.O BOX 86
1000 Lausanne 12
Switzerland

Facsimile: 41 21 653 5432

Telephone: 41 21 653 5003

PART E
STANDARD FORMS

COUNTY GOVERNMENT OF NYERI

WHEN REPLYING PLEASE QUOTE
OUR REFERENCE NO AND DATE.
ALL CORRESPONDENCES TO BE
ADDRESSED TO THE COUNTY
SECRETARY



P.O. BOX 1112-10100
NYERI
Telephone 061 2030700
Fax No. 061 2030537
Email: infonyericounty@gmail.com

FORM OF AGREEMENT

THIS AGREEMENT, made the _____ day of _____ 20 _____

BETWEEN **THE COUNTY GOVERNMENT OF NYERI** whose registered office is situated at **NYERI TOWN HALL** hereinafter referred to as “the Employer” of the one part,

AND

.....

hereinafter referred to as “the Contractor” of the other part.

WHEREAS THE employer is desirous of executing certain works, viz,

SUPPLY AND SPREADING OF GRAVEL TO A THICKNESS OF 200MM ON VARIOUS ROADS AND SECTIONS WITHIN THE WARD FOR THE PERIOD NOVEMBER 2018 TO JUNE 2019

known as **CONTRACT NO: CGN/TEND/INFRA/182/2018-2019** and has accepted as Bid by the Contractor for the execution of such works;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS;

1. This contract is valid from.....to.....
2. The contract Documents governing this Agreement consists of this Form of Agreement, the Invitation to Tender, The conditions of contract and the Form of Tender.
3. In the event of any discrepancies or differences in the documents these will be resolved in accordance with the conditions of contract.
4. In consideration for the payment to be made by the Employer to the Contractor, as specified in this Agreement, the contractor agrees to supply and spread gravel so as to conform to the provisions of this Agreement.

5. The Employer agrees to pay the contractor in consideration for the work the contract price of
Kshs.....(in figures)

Kenya Shillings.....
(in words)

For every 10m³ lorry load of gravel/ murram supplied and spread as per this contract or such other sum as may become payable under the provisions of the contract.

6. The Contract shall end when the maximum budget value of Kshs. 1.5million is reached or when the contract period ends whichever comes first.

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

The common Seal of **COUNTY GOVERNMENT OF NYERI**

Was hereunto affixed in the presence of **CHIEF/ACCOUNTING OFFICER (Transport, Public Works, Infrastructure & Energy)**

Signed Sealed, and Delivered by the said **CHIEF/ACCOUNTING OFFICER**

EMPLOYER	CONTRACTOR
Signed: (including SEAL/RUBBER STAMP OF EMPLOYER)	Signed: (AUTHORISED SIGNATURE AND RUBBER STAMP OF CONTRACTOR)
Signature.....	Signature.....
Name.....	
... (Authorized Officer: County Government of Nyeri)	Name..... (Authorized Person: Contractor)
Date.....	Date.....
....	
Witnessed by:	Witnessed by:
Signature.....	Signature.....
...	
Name..... (Authorized Officer: County Government of Nyeri)	Name..... (Witness of the Contractor)
Date.....	Date.....

COUNTY GOVERNMENT OF NYERI.

FORM OF TENDER

TO: THE COUNTY SECRETARY
COUNTY GOVERNMENT OF NYERI
P.O. BOX 1112 - 10100 NYERI

RE: SUPPLY AND SPREADING OF GRAVEL TO A THICKNESS OF 200MM ON
VARIOUS ROADS AND SECTIONS WITHIN THE WARD FOR THE PERIOD
NOVEMBER 2018 TO JUNE 2019

CONTRACT NO: CGN /TEND/INFRA/182/2018-2019

Having examined all the documents for the execution of the above mentioned works as well as any addenda subsequently issued. I/We the undersigned offer to supply and spread gravel in conformity with the above-said documents and addenda for the Sum of

Kshs.....(in figures)

Kenya Shillings.....
(in words)

For every 10m³ lorry load of gravel/ murram supplied and spread as per this contract
(*including VAT) or such other sum as may be determined in accordance with the conditions of contract.

I/We certify that, this tender complies in all respects with the Invitation to Tender and all other requirements of this document.

Yours faithfully,

SIGNED ON BEHALF OF THE TENDERER.....

NAME OF SIGNATORY (IN CAPITALS).....

SIGNED ATON THIS THE.....

.....DAY OF

ON BEHALF OF

WITNESSED.....

NAME IN CAPITALS.....

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. Facsimile 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 (name address, telephone, telefax);

.....

.....

Signature of Tenderer

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) – Partners as follows:

Name in full	Nationality	Citizenship Details	Shares
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1.			
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2.			
----	-------	-------	-------

3.			
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PART F

BILL OF QUANTITIES

1. PREAMBLE

The Bills of quantities shall be read in conjunction with the initiation for Bids and Form of Agreement.

1. The quantities given in the Bill of quantities are estimated and provisional and are given to provide a common basis for bidding.
2. The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise specified under the Contract, include but not necessary be limited to, execution of the complete Works, Insurance, Profit, together with all general risks, liabilities and obligations set out or implied in the contract.
3. Errors in the pricing of the Bill of quantities will be corrected in accordance with Clause 6.4 of the Instructions to Tenderers.
4. The following abbreviations are used in the Bill of Quantities

UNIT

ABBREVIATION

Millimetre	mm
Metre	m
Kenya Shillings	Kshs

5. Bidders are to price the bills of quantities in Kenya Shillings.

BILL OF QUANTITIES

ITEM NO	DESCRIPTION	QUANTITY	UNIT	RATE (KSHS)	AMOUNT (KSHS)
A	Provide lateritic (natural) gravel/murram of CBR greater than 30%, plasticity index of less than 15, lay ,and spread to a minimum thickness of 200mm. Include crashing all the large stones/boulders to a maximum size of 40mm diameter.	10	M ³		
	SUB-TOTAL-1				
B	Add sum of 16% of sub-total-1 (i) for Value Added Tax (VAT)				
	TOTAL FOR GRAVEL WORKS CARRIED TO FORM OF TENDER				

All unit rates/prices to include all overhead costs , profits and any other incidental cost related thereto.

CONTRACTOR'S NAME, STAMP & SIGNATURE.....

ADDRESS.....

CELLPHONE.....

DATE.....

WITNESS' NAME.....SIGNATURE.....

ADDRESS.....

CELLPHONE.....

DATE.....

COUNTY GOVERNMENT OF NYERI.
FORM OF QUANTITY DELIVERIES

DATE					
WARD					
ROAD/SECTION NAME					
S/NO	LORRY REG. NO	TIME IN	DRIVER NAME	DRIVER CELLPHONE	SIGNATURE
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
<u>Declaration</u>					Total No.
We confirm that all large stones/boulders from the gravel/ murrum delivered and spread today have been crushed to a maximum size of 40mm diameter and the total number of lorry loads delivered and spread today are:					
		EMPLOYER REPRESENTATIVE		CONTRACTOR'S REPRESENTATIVE	
Signature					
Name					
Cellphone					
ID No.					
Date					

COUNTY GOVERNMENT OF NYERI.

ENGINEER'S RATE PER M³ PER WARD

S/NO	SUBCOUNTY & WARD	QUANTITY	UNIT	RATE		
				Basic Rate	VAT = 16% x Basic Rate	Gross Rate
A	KIENI EAST					
1	Gakawa	1	M ³	1,500	240	1,740
2	Naromoru/ Kiamathaga	1	M ³	1,500	240	1,740
3	Kabaru	1	M ³	1,500	240	1,740
4	Thegu River	1	M ³	1,500	240	1,740
B	KIENI WEST					
5	Mugunda	1	M ³	1,500	240	1,740
6	Gatarakwa	1	M ³	1,500	240	1,740
7	Endarasha/ Mwiyogo	1	M ³	1,500	240	1,740
8	Mweiga	1	M ³	1,500	240	1,740
C	TETU					
9	Dedan Kimathi	1	M ³	1,600	256	1,856
10	Aguthi/Gaaki	1	M ³	1,600	256	1,856
11	Wamagana	1	M ³	1,600	256	1,856
D	NYERI TOWN					
12	Kiganjo/Mathari	1	M ³	1,600	256	1,856
13	Rware	1	M ³	1,600	256	1,856
14	Gatitu/Muruguru	1	M ³	1,600	256	1,856
15	Ruring'u	1	M ³	1,600	256	1,856
16	Kamakwa/Mukaro	1	M ³	1,600	256	1,856
E	OTHAYA					
17	Iria-ini (Othaya)	1	M ³	1,900	304	2,204
18	Karima	1	M ³	1,800	288	2,088
19	Chinga	1	M ³	1,900	304	2,204
20	Mahiga	1	M ³	1,800	288	2,088
20	Mahiga	1	M ³	2,000	320	2,120

VAT = 16% x Basic Rate

S/NO	SUBCOUNTY & WARD	QUANTITY	UNIT	RATE		
				Basic Rate	VAT = 16% $\times$ Basic Rate	Gross Rate
F	MUKURWE-INI					
21	Gikondi	1	M ³	1,900	304	2,204
22	Ruugi	1	M ³	1,900	304	2,204
23	Mukurwe-ini Central	1	M ³	1,900	304	2,204
24	Mukurwe-ini West	1	M ³	1,900	304	2,204
G	MATHIRA EAST					
25	Karatina Town	1	M ³	1,800	288	2,088
26	Konyu	1	M ³	1,900	304	2,204
27	Iria-ini (Mathira)	1	M ³	1,900	304	2,204
H	MATHIRA WEST					
28	Magutu	1	M ³	1,600	256	1,856
29	Kirimukuyu	1	M ³	1,600	256	1,856
30	Ruguru	1	M ³	1,600	256	1,856