



MERU UNIVERSITY OF SCIENCE & TECHNOLOGY

PROJECT NAME: PROPOSED CONSTRUCTION OF SPORTS FIELDS
LOT 3 (FOOTBALL PITCH WITH RUNNING TRACK, HOCKEY COURT
A & B)

TENDER NO : MUST/058/2016-2017

STANDARD BID DOCUMENT FOR WORKS

- INVITATION FOR TENDER
- INSTRUCTION TO BIDDERS
- QUALIFICATION CRITERIA
- CONDITION OF CONTRACT
- APPENDIX TO CONDITIONS OF CONTRACT
- SPECIFICATIONS, DRAWINGS, BILLS OF QUANTITIES
- STANDARD FORMS

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SECTION I: INVITATION FOR TENDERS (IFT)

Meru University of Science And Technology has funds for use during the financial year(s) 2016 - 2017. It is intended that part of the proceeds of the fund will be used to cover eligible payments under the contract for construction of the proposed works. And now invites sealed Tenders from eligible contractors registered with National Construction Authority - NCA 7 and above for carrying out construction of the proposed works as listed below.

Sn.	Section	Activity Descriptions	Category
1	BASKET BALL COURT -A& B-2(NO)	<ul style="list-style-type: none"> ❖ Office Administration &Overheads/Preliminary ❖ Setting Out ❖ Site Clearance ❖ Earthworks ❖ Drainage And Protection Works ❖ Gravelling Works 	A,C,D,E
2	FOOTBALL PITCH WITH RUNNING TRACK	<ul style="list-style-type: none"> ❖ Office Administration &Overheads/Preliminary ❖ Setting Out ❖ Site Clearance ❖ Earthworks ❖ Drainage and Protection Works ❖ Gravelling Works ❖ Cross Cutting Issues 	C,D,E
3	FOOTBALL PITCH WITHOUT RUNNING TRACK	<ul style="list-style-type: none"> ❖ Office Administration &Overheads/Preliminary ❖ Setting Out ❖ Site Clearance ❖ Earthworks ❖ Drainage and Protection Works ❖ Gravelling Works ❖ Cross Cutting Issues 	C,D,E
4	HAND BALL COURT –A &B-2(NO)	<ul style="list-style-type: none"> ❖ Office Administration & Overheads/Preliminary ❖ Setting Out ❖ Site Clearance ❖ Earthworks ❖ Drainage And Protection Works ❖ Gravelling Works ❖ Cross Cutting Issues 	C,D,E

5	HOCKEY PITCH-A & B-2(NO)	<ul style="list-style-type: none"> ❖ Office Administration &Overheads/Preliminary ❖ Setting Out ❖ Site Clearance ❖ Earthworks ❖ Drainage And Protection Works ❖ Gravelling Works ❖ Cross Cutting Issues 	C,D,E
6	TENNIS COURT-A& B&C-3(NO)	<ul style="list-style-type: none"> ❖ Office Administration &Overheads/Preliminary ❖ Setting Out ❖ Site Clearance ❖ Earthworks ❖ Drainage And Protection Works ❖ Gravelling Works ❖ Cross Cutting Issues 	C,D,E
7	NETBALL COURT-A&B&C-3(NO)	<ul style="list-style-type: none"> ❖ Office Administration &Overheads/Preliminary ❖ Setting Out ❖ Site Clearance ❖ Earthworks ❖ Drainage And Protection Works ❖ Gravelling Works ❖ Cross Cutting Issues 	C,D,E
8	VOLLEYBALL COURT – A&B-2(NO)	<ul style="list-style-type: none"> ❖ Office Administration &Overheads/Preliminary ❖ Setting Out ❖ Site Clearance ❖ Earthworks ❖ Drainage And Protection Works ❖ Gravelling Works ❖ Cross Cutting Issues 	C,D,E
9	RUGBY PITCH	<ul style="list-style-type: none"> ❖ Office Administration &Overheads/Preliminary ❖ Setting Out ❖ Site Clearance ❖ Earthworks ❖ Drainage And Protection Works ❖ Gravelling Works ❖ Cross Cutting Issues 	C,D,E

MANDATORY REQUIREMENTS

1. Certified Copy of certificates of incorporation.
2. Certified Copy of valid Tax compliance certificate
3. VAT& PIN Certificates
4. Certified license with National Construction Authority (NCA 7 and above)
5. Certificate of registration in target group issued by the national treasury (for the special groups only)

6. Proof of financial soundness: two latest audited financial statements, bank statements and credit line.
7. Proof of attending mandatory pre-tender site visit for the works.
8. Proof of pre-qualification by the authority in the relevant category
9. Properly and dully filled Form of Tender; stamped and/or sealed; signed with someone authorized to do so.
10. Properly and dully filled bill of quantities; stamped and/or sealed; signed with someone authorized to do so.
11. Properly and dully filled tender securing declaration forms ; stamped and/or sealed; signed with someone authorized to do so.(for the special groups only)
12. All documents must be bound and serialized pages indicated for each bid submitted. All forms filled appropriately
13. Litigation history
14. Meet eligibility criteria on : preliminary ,Technical and Financial as per the tender document and instruction to bidders
15. Attached receipt if bought or register if downloaded at time of returning the bids.

Bidders must ensure that their completed Tenders in one original plus one (1) copy, properly filled in, and enclosed in plain sealed envelopes marked with Tender name and reference number and deposited in the Tender Box situated in Administration Block 2 or addressed to:

To The Vice Chancellor,
 Meru University of Science and Technology,
 P.O.Box 972 – 60200, Meru.

To be received on or before Friday 10th February 2017 at 10.30 am. Opening will take place immediately thereafter. Bidders or their representatives wishing to witness the opening may attend.

MANDATORY SITE VISIT ON WENESDAY 1ST FEBRUARY 2017 AT 10.30 AM

SECTION II: INSTRUCTIONS TO TENDERERS

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INSTRUCTIONS TO TENDERERS.

1. General

1.1 The Employer as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The successful Tenderer will be expected to complete the Works by the Intended Completion Date specified in the said Appendix.

1.2 Tenderers shall include the following information and documents with their tenders, unless otherwise stated:

- (a) All documents must be bound and serialized pages indicated for each bid submitted. All forms filled appropriately
- (b) copies of certificates of registration, and principal place of business;
- (c) total monetary value of construction work performed for each of the last three years;
- (d) experience in works of a similar nature and size for each of the last five years, and clients who may be contacted for further information on these contracts;
- (e) major items of construction equipment owned;
- (f) qualifications and experience of key site management and technical personnel proposed for the Contract;
- (g) reports on the financial standing of the Tenderer, such as profit and loss statements and auditor's reports for the last two years;
- (h) Authority to seek references from the Tenderer's bankers.
- (i) Registration with National Construction Authority for the applicable class valid at the date of tender of submission
- (j) Certificate of Incorporation
- (k) VAT Registration Certificate
- (l) Valid current Tax compliance certificate
- (m) PIN registration certificate
- (n) current litigation information

1.3 The Tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible or liable for those costs.

1.4 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer's own expense.

1.5 The procurement entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

1.6 The price to be charged for the tender document shall not exceed **Kshs.1,000/=**

1.7 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2. Tender Documents

2.1 The complete set of tender documents comprises the documents listed here below and any addenda issued in accordance with clause 2.4 here below:-

- (a) these instructions to Tenderers
- (b) Form of Tender
- (c) Conditions of Contract and Appendix to Form of Agreement
- (d) Specifications
- (e) Drawings
- (f) Bills of Quantities
- (g) Other materials required to be filled and submitted in accordance with these Instructions and Conditions

2.2 The Tenderer shall examine all instructions, forms and specifications in the tender documents. Failure to furnish all information required by the tender documents may result in rejection of his tender.

2.3 A prospective Tenderer making inquiries of the tendering documents may notify the Employer in writing or by cable, telex or facsimile at the address indicated in the letter of 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 tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing or by cable, telex or facsimile to all Tenderers. Prospective Tenderers shall acknowledge receipt of each addendum in writing to 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 4.2 here below.

3. Preparation of Tenders

3.1 All documents relating to the tender and any correspondence shall be in English Language.

3.2 The tender submitted by the Tenderer shall comprise the following:-

- (a) The Tender;
- (b) Tender Security;
- (c) Priced Bill of Quantities for lump-sum Contracts
- (d) Any other materials required to be completed and submitted by Tenderers.

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

3.4 The rates and prices quoted by the Tenderer shall not be subject to any adjustment during the performance of the Contract.

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

3.6 Tenders shall remain valid for a period of **One Twenty (120)** days from the date of submission. However in exceptional circumstances, 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.

3.7 The Tenderer shall prepare one original of the documents comprising the tender documents as described in these Instructions to Tenderers.

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

3.9 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.

3.10 The procuring entity shall reply to any clarifications sought by the tenderer within **7 days** of receiving the request to enable the tenderer to make timely submission of its tender.

4. Submission of Tenders

4.1 The tender duly filled and sealed in an envelope shall;-

(a) be addressed to the Employer at the address provided in the invitation to tender;

[b] bear the name and identification number of the Contract as defined in the invitation to tender; and

[c] Provide a warning not to open before the specified time and date for tender opening.

4.2 Tenders shall be delivered to 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.

Only one tender may be submitted by each tenderer. Any tenderer who fails to comply with this requirement will be disqualified.

4.4 Any tender received after the deadline for opening tenders will be returned to the tenderer un-opened.

4.5 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.

5. Tender Opening and Evaluation

5.1 The tenders will be opened in the presence of the Tenderers' representatives who choose to attend at the time and in the place specified in the invitation to tender.

5.2 The Tenderers' names, the total amount of each tender including any modification and number of pages submitted, will be announced at the opening by the Employer. Minutes of the tender opening, including the information disclosed to those present will also be prepared by the Employer.

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

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

- 5.4 Tenders determined to be substantially responsive will not be checked for errors and shall not be affected by:
- (a) Minor deviation that do not materially depart from the requirements set out in the tender document.
 - (b) Errors or oversight that can be corrected without affecting the substance of the tender
 - (c) The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.
- 5.5 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 5.6 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 5.7 Where contract price variation is allowed, the valuation shall not exceed 25% of the original contract price.
- 5.8 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

5.9 To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion, may request [in writing] any Tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex or facsimile but no change in the tender price or substance of the tender shall be sought, offered or permitted.

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

6. Award of Contract

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

6.2 Notwithstanding the provisions of clause 6.1 above, 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.

6.3 The Tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, telex or facsimile. This notification (hereinafter and in all Contract documents called the "Letter of Acceptance") will state the sum [hereinafter and in all Contract documents called the "Contract Price" which 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 contract shall be formed on the parties signing the contract. At the same time the other tenderers shall be informed that their tenders have not been successful.

6.4 The Contract Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be signed by the Employer and sent to the successful Tenderer, within 30 days following the notification of award. Within 21 days of receipt, the successful Tenderer will sign the Agreement and return it to the Employer.

6.5 Within 21 days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Performance Security amount stipulated in the Appendix to Conditions of Contract.

6.6 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

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

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

7. Corrupt and fraudulent practices

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

7.2 The procuring entity will reject a tender if it determines that the tenderer recommended for award has engaged in corrupt and fraudulent practices in competing for the contract in question.

7.3 Further a tenderer who is found to have indulged in corrupt and fraudulent practices risks being debarred from participating in public procurement in Kenya.

SECTION IIA: QUALIFICATION CRITERIA

1.0 Preliminary examination		
	Criteria	
1	All documents must be bound and serialized pages indicated for each bid submitted	
2	A copy of the receipts must be attached on the tender document upon submission. NOT necessary if documents are downloaded from website	
3	Proof of attending pre-tender site visit for the works.	
4	Proof of registration/prequalification as contractors-citizen only	
5	Certified Copy of certificates of incorporation.	
6	Certified Certificate of registration with National Construction Authority (NCA 7 and above)	
7	Certified Copy of valid Tax compliance certificate	
8	PIN & VAT Certificates	
9	Properly and dully filled Tender Questionnaire; stamped and/or sealed; signed with some authorized to do so.	
10	Properly and dully filled Confidential Business Questionnaire; stamped and/or sealed; signed with some authorized to do so	
11	Certificate of registration in target group issued by the national treasury	
12	Properly and dully filled Form of Tender; stamped and/or sealed; signed with some authorized to do so.	
13	Properly and dully filled bill of quantities; stamped and/or sealed; signed with some authorized to do so.	
14	Properly and dully filled tender securing declaration forms; stamped and/or sealed; signed with some authorized to do so.	
15	The tender is valid for period required	

TECHNICAL EVALUATION		Max Score
(A) Legal Capacity (must be registered company (partnership, sole etc.)		
Legal Capacity	1. History of Non-Performing Contracts	1.00
	2. Pending Litigation	1.00
TOTAL (Legal Capacity)		2.00
(B) Financial performance		
Financial performances	Submission of audited balance sheets for the last three [2] years to demonstrate:	
	(a) the current soundness of the applicants financial position and its prospective long term profitability, for the three years	6.00
	(b) capacity to have a cash flow amount of min KShs 2 Million equivalent working capital for the three years	6.00
	(c) Minimum average annual construction turnover of KShs 2 million, calculated as total certified payments received for contracts in progress or completed, within the last 2 years for the two years	8.00
TOTAL (Financial performance)		20.00
(C) Construction experience		
Criteria	Description	Max Score

Construction experience	(A)General Construction Experience	
	Experience under construction contracts in the role of contractor, subcontractor, or management contractor for at least the last 2 year prior to the applications submission deadline	15.00
	(B)Specific Construction Experience	
	Participation as contractor, management contractor or subcontractor, in at least three (2) contracts within the last two (2) years, each with a value of at least KShs. 500,000), that have been successfully and substantially completed and that are similar to the proposed works. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Scope of Works	25.00
	(C) Work methodology	
	Methodology for implementing of works	4.00
TOTAL (construction experience)		44.00
	(D) Equipment Holding	
Equipment holding	Minimum number of Equipment	
	The bidder must indicate the minimum the core plant and equipment considered by the company to be necessary for undertaking the project together with proof of ownership	10.00
TOTAL (Equipment holding Requirements)		10.00
	(E) Current Commitments	
Criteria	Description	Max Score
On-going contracts	The total value of current works on the on-going contracts must not exceed KShs. 3 million	1.00
TOTAL (current commitment)		1.00
	(F) key personnel	
	(i) Head quarter staff : Directors ,accountants, procurement ,admin,etc;	5.00
	(ii) Site agent	5.00
	(iii) foreman	5.00
	(iv) surveyor	5.00
TOTAL (key personnel)		20.00
	(G) other statutory declaration requirements and commitments	
Declarations	(I)Fraud & corruption declaration	1.00
	(ii) Environmental and social commitments	1.00
	(iii) Debarment declaration	1.00
TOTAL (other statutory declaration requirements and commitments)		3.00
GRAND TOTAL	(Totals for; A, B, C, D, E, F & G)	100.00

SECTION III: CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. Definitions

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

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

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

“The Completion Date” means the date of completion of the Works as certified by the Employer’s Representative.

“The Contract” means the agreement entered into by the Employer and the Contractor as recorded in the Agreement Form and signed by the parties.

“The Contractor” refers to the person or corporate body whose tender to carry out the Works has been accepted by the Employer.

“The Contractor’s Tender” is the completed tendering document submitted by the Contractor to the Employer.

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

“Days” are calendar days; “Months” are calendar months.

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

“The Defects Liability Certificate” is the certificate issued by Employer’s Representative upon correction of defects by the Contractor.

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

“Drawings” include calculations and other information provided or approved by the Employer’s Representative for the execution of the Contract.

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

“Equipment” is the Contractor’s machinery and vehicles brought temporarily to the Site for the execution of the Works.

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

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

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

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

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

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

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

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

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

2. Contract Documents

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

- (1) Agreement,
- (2) Letter of Acceptance,
- (3) Contractor's Tender,
- (4) Conditions of Contract,
- (5) Specifications,
- (6) Drawings,
- (7) Bills of Quantities

3. Employer's Representative's Decisions

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

4. Works, Language and Law of Contract

4.1 The Contractor shall construct and install the Works in accordance with the Contract documents. The Works may commence on the Start Date and shall be carried out in accordance with the Program submitted by the Contractor, as updated with the approval of the Employer's Representative, and complete them by the Intended Completion Date.

4.2 The ruling language of the Contract shall be English language and the law governing the Contract shall be the law of the Republic of Kenya.

5. Safety, Temporary works and Discoveries

5.1 The Contractor shall be responsible for design of temporary works and shall obtain approval of third parties to the design of the temporary works where required.

5.2 The Contractor shall be responsible for the safety of all activities on the Site.

5.3 Anything of historical or other interest or significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Employer's Representative of such discoveries and carry out the Employer's Representative's instructions for dealing with them.

6 Work Program and Sub-contracting

6.1 Within seven days after Site possession date, the Contractor shall submit to the Employer's Representative for approval a program showing the general methods, arrangements, order and timing for all the activities in the Works.

6.2 The Contractor may sub-contract the Works (but only to a maximum of 25 percent of the Contract Price) with the approval of the Employer's Representative.

However, he shall not assign the Contract without the approval of the Employer in writing. Sub-contracting shall not alter the Contractor's obligations.

7 The site

7.1 The Employer shall give possession of all parts of the Site to the Contractor.

7.2 The Contractor shall allow the Employer's Representative and any other person authorised by the Employer's Representative, access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

8 Instructions

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

9 Extension of Completion Date

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

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

Delay by:-(a) force majeure, or

(b) reason of any exceptionally adverse weather conditions, or

(c) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works, or

(d) reason of the Employer's Representative's instructions issued under these Conditions, or

(e) reason of the contractor not having received in due time necessary instructions, drawings, details or levels from the Employer's Representative for which he specifically applied in writing on a date which having regard to the date for Completion stated in the appendix to these Conditions or to any extension of time then fixed under this clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same, or

(f) delay on the part of artists, tradesmen or others engaged by the Employer in executing work not forming part of this Contract, or

- (g) reason of delay by statutory or other services providers or similar bodies engaged directly by the Employer, or
- (h) reason of opening up for inspection of any Work covered up or of the testing or any of the Work, materials or goods in accordance with these conditions unless the inspection or test showed that the Work, materials or goods were not in accordance with this Contract, or
- (i) reason of delay in appointing a replacement Employer's Representative, or
- (j) reason of delay caused by the late supply of goods or materials or in executing Work for which the Employer or his agents are contractually obliged to supply or to execute as the case may be, or
- (k) delay in receiving possession of or access to the Site.

10 Management Meetings

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

10.2 Communication between parties shall be effective only when in writing.

11 Defects

11.1 The Employer's Representative shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Employer's Representative may instruct the Contractor to search for a defect and to uncover and test any Work that the Employer's Representative considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor. However if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.

11.2 The Employer's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins

at Completion, and is defined in the Appendix to Form of Agreement.

11.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Employer's Representative's notice. If the Contractor has not corrected a defect within the time specified in the Employer's Representative's notice, the Employer's Representative will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

12 Bills of Quantities

12.1 The Bills of Quantities shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rates in the Bills of Quantities for each item. Items against which no rate is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the rates for other items in the Bills of Quantities.

12.2 Where Bills of Quantities do not form part of the Contract, the Contract Price shall be a lump sum (which shall be deemed to have been based on the rates in the Schedule of Rates forming part of the tender) and shall be subject to re-measurement after each stage.

13 Variations

13.1 The Contractor shall provide the Employer's Representative with a quotation for carrying out the variations when requested to do so. The Employer's Representative shall assess the quotation and shall obtain the necessary authority from the Employer before the variation is ordered.

13.2 If the Work in the variation corresponds with an item description in the Bill of Quantities, the rate in the Bill of Quantities shall be used to calculate the value of the variation. If the nature of the Work in the variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.

13.3 If the Contractor's quotation is unreasonable, the Employer's Representative may order the variation and make a change to the Contract Price, which shall be based on the Employer's Representative's own forecast of the effects of the variation on the Contractor's costs.

14 Payment Certificates and Final Account

14.1 The Contractor shall be paid after each of the following stages of Work listed here below (subject to re-measurement by the Employer's Representative of the Work done in each stage before payment is made). In case of lump-sum Contracts, the valuation for each stage shall be based on the quantities so obtained in the re-measurement and the rates in the Bill of Quantities.

- i. First stage (define stage) _____
- ii. Second stage (define stage) _____
- iii. Third stage (define stage) _____
- iv. After defects liability period.

14.2 Upon deciding that Works included in a particular stage are complete, the Contractor shall submit to the Employer's Representative his application for payment. The Employer's Representative shall check, adjust if necessary and certify the amount to be paid to the Contractor within 21 days of receipt of the Contractor's application. The Employer shall pay the Contractor the amounts so certified within 30 days of the date of issue of each Interim Certificate.

14.3 The Contractor shall supply the Employer's Representative with a detailed final account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer's Representative shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 45 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer's Representative shall issue within 21 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the Employer's Representative shall decide on the amount payable to the Contractor and issue a Final Payment Certificate. The Employer shall pay the Contractor the amount so certified within 60 days of the issue of the Final Payment Certificate.

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

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

15. Insurance

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

16. Liquidated Damages

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

17. Completion and Taking Over

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

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

18. Termination

18.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to, the following;

(a) the Contractor stops Work for 30 days continuously without reasonable cause or authority from the Employer's Representative;

(b) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(c) A payment certified by the Employer's Representative is not paid by the Employer to the Contractor within 30 days after the expiry of the payment periods stated in sub clauses 14.2 and 14.3 hereinabove.

(d) The Employer's Representative gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time.

18.2 If the Contract is terminated, the Contractor shall stop Work immediately, and leave the Site as soon as reasonably possible. The Employer's Representative shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site.

19. Payment upon Termination

19.1 The Employer may employ and pay other persons to carry out and complete the Works and to rectify any defects and may enter upon the Works and use all materials on Site, plant, equipment and temporary works.

19.2 The Contractor shall, during the execution or after the completion of the Works under this clause, remove from the Site as and when required within such reasonable time as the Employer's Representative may in writing specify, any temporary buildings, plant, machinery, appliances, goods or materials belonging to him, and in default thereof, the Employer may (without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.

19.3 Until after completion of the Works under this clause, the Employer shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefor the Employer's Representative shall certify the amount of expenses properly incurred by the Employer and, if such amount added to the money paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract, the difference shall be a debt payable to the Employer by the Contractor; and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

20. Corrupt Gifts and Payments of Commission

20.1 The Contractor shall not;

(a) Offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract with the Employer.

(b) Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the Laws of Kenya.

21. Settlement of Disputes

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

SECTION IV: APPENDIX TO FORM OF AGREEMENT

This Appendix to Form of Agreement forms part of the Agreement.

Item	Data
Time for Completion	
Priority of Documents	<p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ul style="list-style-type: none"> • the Contract Agreement and Appendix to form of agreement • the Letter of Acceptance • the Form of Tender • the Conditions of Contract, Part II - Conditions of Particular Application • the Conditions of Contract, Part I - General Conditions of Contract • the Specifications • the Drawings, • the Priced Bill of Quantities
Law of Contract	Laws of the Republic of Kenya
Language	English
Provision of Site	On Commencement Date
Name and Address of Employer	<p>The Vice Chancellor Meru University of Science and Technology P.O. Box972-60200 Meru</p>
Performance Security	5% of the contract
Programme ⇒ Time of Submission	Within 7 days of Commencement Date
⇒ Form of Programme	Bar Chart
⇒ Interval Updates	As requested by the PM
Liquidated Damages Amount payable due to failure to complete	0.01% of Contract Price per Day to a limit of 1% of Contract Price.

Item	Data
Defects Liability	6 months
Period of notifying defects	30 days calculated from the date stated in the notice under sub clause 11.2
Percentage of Retention	10%
Valuation of Works	Re-measurements with Bills of Quantities
Minimum Amount of Interim Payment	Based on valued works
Currency of Payment	Kenya Shilling
Insurance	Required
Arbitration ⇒ Rules ⇒ Appointing Authority	CAP 49 of the Laws of Kenya Chairman Chartered Institute of Arbitrators, Kenya Branch.

GUIDELINE NOTES TO THE CONTRACT AGREEMENT

The following are the insertions to be made in the appendix to the Contract Agreement: -

- Period of Final Measurement** After Practical completion
- Defects Liability Period** 6 Months from practical completion
- Date for Possession** To be agreed with the Project Manager
- Date for Completion** from date of Possession
- Liquidated and Ascertained** At the rate of **KShs 100,000.00** per week or part thereof
- Prime cost sums for which the**
The Contractor desires to tender
- Period of Interim Certificates** Monthly
- Period of Honoring Certificates** 30 days
- Percentage of Certified Value Retained** 10%
- Limit of Retention Fund** 10%

SECTION V - SPECIFICATIONS

1.0 PROJECT DESCRIPTION.

PROJECT LOCATION

The **Meru University of Science & Technology** Is Located in **Tigania west Sub County**

SCOPE OF WORKS

The works specified under the contract includes all general and auxiliary works and work of any nature that is deemed to be necessary for the due and satisfactory construction and completion of the sports grounds within the university

The major items of work included in the contract are

Football Pitch With Running Track	v Office Administration &Overheads/Preliminary
	v Setting Out
	v Site Clearance
	v Earthworks
	v Drainage and Protection Works
	v Gravelling Works
	v Cross Cutting Issues
Hockey court-A & B-2(No)	v Office Administration &Overheads/Preliminary
	v Setting Out
	v Site Clearance
	v Earthworks
	v Drainage And Protection Works
	v Gravelling Works
	v Cross Cutting Issues

1.0 PROJECT SPECIFICATIONS.

SPECIFICATIONS

SECTION VI - DRAWINGS

Note. The actual drawings including Site plans should be annexed in a separate booklet.

NB: drawings are attached.

SECTION VII - BILL OF QUANTITIES

1.FOOTBAL PITCH WITH RUNNING TRACK

Meru university of science and technology					
Project Name: Football pitch with Running Track					
Bill of Quantities					Page: 1 of 7
Bill No.1	General: Office administration and overheads/Preliminaries				Project:
Item No.	Description	Units	Quantity	Unit Bid Rate(Ksh)	Amount KSh
01-60-001	Contract supervision	KS	300000		
01-50-018	Material testing and quality control	KS	45000		
01-60-005	Publicity sign board	No	1		
	Total Carried Forward to Summary:				

Meru university of science and technology					
Project Name: Football pitch with a running track					
Bill of Quantities					Page: 3of 7
Bill 4	Activity Group:- SITE CLEARANCE				Project:
Item No.	Description	Units	Quantity	Unit Bid Rate(Ksh)	Amount KSh
04-50-003	Heavy Bush Clearing	M ²	9100		
04-60-002	Remove top soil as directed by the Engineer stockpile good material for later top soiling of slide slopes and landscaping	M3	1440		

	Total Carried Forward to Summary:				0.00

Meru university of science and technology					
Project Name: Football pitch with running Track					
Bill of Quantities					Page: 4 of 7
Bill 5	Activity Group:- EARTHWORKS				Project:
Item No.	Description	Units	Quantity	Unit Bid Rate(Ksh)	Amount KSh
05-50-002	Excavate soft material transport, place, process and compact to 95% MDD T99 AASHTO	M ³	1210		
05-50-016	Scarify water and compact existing ground to at least 95%MDD (AASHTO T99) to a depth of 150mm below ground level.	M ²	6050		
05-50-014	Provide kikuyu grass and plant including top soiling and watering as instructed by the engineer	M ²	5000		
	Total Carried Forward to Summary:				

Meru university of science and technology					
Project Name: Football pitch with running Track					

Bill of Quantities					Page: 5 of 7
Bill 8	Activity Group:- DRAINAGE WORKS				Project:
Item No.	Description	Units	Quantity	Unit Bid Rate(Ksh)	Amount KSh
08-50-005	Ditch/Mitre drain /catch water drain excavation in soft material and carting the spoil to dump sites	M ³	250		
08-60-038	Rock fill to ditches and blinding with selected granular material	KMS	270		
	Total Carried Forward to Summary:				

Meru university of science and technology					
Project Name: Football pitch with running Track					
Bill of Quantities					Page: 6 of 7
Bill 12	Activity Group:- NATURAL GRAVEL FOR SUBBASE AND BASE				Project:
Item No.	Description	Units	Quantity	Unit Bid Rate(Ksh)	Amount KSh
12-50-002	Provide gravel wearing course- excavation, free haul, spread, water and compact gravel to at least 100% MDD AASHTO T180	M ³	907.5		
	Total Carried Forward to Summary:				

Meru university of science and technology

Project Name: Football pitch with running Track

Bill of Quantities		Page: 7 of 7
BILL ITEM	SUMMARY	Project:
	Description	Amount KSh
1	Preliminaries and General Items	
3	Setting out	
4	Site Clearance and Top Soil Stripping	
5	Earth Works	
8	Culverts and Drainage Works	
12	Natural Gravel Base and Sub base	
25	Cross cutting issues	
	Sub total	
	vat@16%	
	Total Carried Forward to Summary:	

HOCKEY COURT

HOCKEY COURT (A& B)
HOCKEY COURT (A)

Meru university of science and technology					
Project Name: Hockey court A					
Bill of Quantities				Page: 1 of 7	
Bill No.1	General: Office administration and overheads/Preliminaries				Project:
Item No.	Description	Units	Quantity	Unit Bid Rate(Ksh)	Amount KSh
01-60-001	Contract supervision	KS	150000		
01-50-018	Material testing and quality control	KS	30000		
	Total Carried Forward to Summary:				
Meru university of science and technology					
Project Name: Hockey court					
Bill of Quantities				Page: 2 of 7	
Bill 3	Activity Group:- SETTING OUT				Project:
Item No.	Description	Units	Quantity	Unit Bid Rate(Ksh)	Amount KSh
03-50-001	Setting out Horizontal Alignment	M ²	4750		

	Total Carried Forward to Summary:				
Meru university of science and technology					
Project Name: Hockey court					
Bill of Quantities					Page: 3 of 7
Bill 4	Activity Group:- SITE CLEARANCE				Project:
Item No.	Description	Quantity	Unit Bid Rate(Ksh)	Amount KSh	
04-50-003	Heavy Bush Clearing	M ²	10500		
04-60-002	Remove top soil as directed by the Engineer stockpile good material for later top soiling of slide slopes and landscaping	M ³	1150		
	Total Carried Forward to Summary:				
Meru university of science and technology					
Project Name: Hockey court					
Bill of Quantities					Page: 4 of 7
Bill 5	Activity Group:- EARTHWORKS				Project:
Item No.	Description	Units	Quantity	Unit Bid Rate(Ksh)	Amount KSh
05-50-002	Excavate soft material transport, place, process and compact to 95% MDD T99 AASHTO	M ³	740		

05-50-016	Scarify water and compact existing ground to at least 95%MDD (AASHTO T99) to a depth of 150mm below ground level.	M ²	4700		
05-50-014	Planting of Bermuda grass including top soiling and watering.	M ²	4800		
	Total Carried Forward to Summary:				
Meru university of science and technology					
Project Name: Hockey court					
Bill of Quantities					Page: 5 of 7
Bill 8	Activity Group:- DRAINAGE WORKS				Project:
Item No.	Description	Units	Quantity	Unit Bid Rate(Ksh)	Amount KSh
08-50-005	Ditch/Mitre drain /catch water drain excavation in soft material and carting the spoil to dump sites	M ³	220		
08-50-038	Rock fill to ditches and blinding with selected granular material	M ³	210		
	Total Carried Forward to Summary:				
Meru university of science and technology					
Project Name: Hockey court					
Bill of Quantities					Page: 6 of 7
Bill 12	Activity Group:- NATURAL GRAVEL FOR SUBBASE AND BASE				Project:

Item No.	Description	Units	Quantity	Unit Bid Rate(Ksh)	Amount KSh
12-50-002	Provide gravel excavation, free haul, spread, water and compact gravel to at least 95% MDD AASHTO T180	KS	720		
	Total Carried Forward to Summary:				

HOCKEY court B

Meru university of science and technology					
Project Name: Hockey court B					
Bill of Quantities				Page: 1 of 7	
Bill No.1	General: Office administration and overheads/Preliminaries				Project:
Item No.	Description	Units	Quantity	Unit Bid Rate(Ksh)	Amount KSh
01-60-001	Contract supervision	KS	150000		
01-50-018	Material testing and quality control	KS	30000		

04-60-002	Remove top soil as directed by the Engineer stockpile good material for later top soiling of slide slopes and landscaping	M ³	1150		
	Total Carried Forward to Summary:				
Meru university of science and technology					
Project Name: Hockey court					
Bill of Quantities					Page: 4 of 7
Bill 5	Activity Group:- EARTHWORKS				Project:
Item No.	Description	Units	Quantity	Unit Bid Rate(Ksh)	Amount KSh
05-50-002	Excavate soft material transport, place, process and compact to 95% MDD T99 AASHTO	M ³	740		
05-50-016	Scarify water and compact existing ground to at least 95%MDD (AASHTO T99) to a depth of 150mm below ground level.	M ²	4700		
05-50-014	Planting of Bermuda grass including top soiling and watering.	M ²	4800		

	Total Carried Forward to Summary:				
Meru university of science and technology					
Project Name: Hockey court					
Bill of Quantities					Page: 5 of 7
Bill 8	Activity Group:- DRAINAGE WORKS				Project:
Item No.	Description	Units	Quantity	Unit Bid Rate(Ksh)	Amount KSh
08-50-005	Ditch/Mitre drain /catch water drain excavation in soft material and carting the spoil to dump sites	M ³	220		
08-50-038	Rock fill to ditches and blinding with selected granular material	M ³	210		
	Total Carried Forward to Summary:				
Meru university of science and technology					
Project Name: Hockey court B					
Bill of Quantities					Page: 6 of 7
Bill 12	Activity Group:- NATURAL GRAVEL FOR SUBBASE AND BASE				Project:
Item No.	Description	Units	Quantity	Unit Bid Rate(Ksh)	Amount KSh
12-50-002	Provide gravel excavation, free haul, spread, water and compact gravel to at least 95% MDD AASHTO T180	KS	720		

	Total Carried Forward to Summary:				

Meru university of science and technology				
Project Name: Hockey court				
		Page: 7 of 7		
BILL ITEM	SUMMARY	Hockey pitch A	Hockey pitch B	TOTAL
	Description	Amount Ksh	Amount Ksh	Amount Ksh
1	Preliminaries and General Items			
3	Setting out			
4	Site Clearance and Top Soil Stripping			
5	Earth Works			
8	Culverts and Drainage Works			
12	Natural Gravel Base and Sub base			
25	Cross cutting issues			
	Subtotal A& B			
	Add 10% CONTIGENCIES of subtotal (A&B)			

	Add ...16% VAT of sub-total(A& B)			
	Grand total (A&B) To form of tender.	-		

SECTION VI: STANDARD FORMS

FORM OF INVITATION FOR TENDERS

_____ [Date]

To: _____ [Name of Contractor]
 _____ [Address]

Dear Sirs:

Reference: _____ [Contract Name]

You are qualified to tender for the above Contract.

We hereby invite you and other qualified Tenderers to submit a Tender for the execution and completion of the Works.

A complete set of Tender documents may be purchased from _____

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

Upon payment of a non-refundable fee of Kshs _____

All Tenders shall be accompanied bynumber of copies of the same and a Tender Security in the form and amount of Kshs..... and shall be delivered to:

 [Address and location]

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

Please confirm receipt of this letter and your intention to Tender in writing.

Yours faithfully,

_____ Authorised Signature

_____ Name and Title

FORM OF TENDER

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

_____ [Name of Contract]

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above Works, We, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of Kshs. _____ [Amount in figures] Kenya Shillings _____ [Amount in words]
2. We undertake, if our Tender is accepted, to commence the Works on the commencement date and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix.
3. We agree to abide by this Tender until _____ [Insert date], and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this Tender together with your written acceptance thereof, shall constitute a binding Contract between us.
4. We understand that you are not bound to accept the lowest or any Tender you may receive.

Dated this _____ day of _____ 20 _____

Signature _____ in the capacity of _____

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

_____ [Address of Tenderer]

Witness: Name _____

Address _____

Signature _____

Date _____

LETTER OF AWARD

[Letterhead paper of the Employer]

_____ [Date]

To: _____
[Name of the Contractor]

[Address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated _____

for the execution of _____

[name of the Contract and identification number, as given in the Tender documents] for the Contract Price of Kshs.

_____ [amount in figures][Kenya Shillings _____ (amount in words)] in accordance with the Instructions to Tenderers is hereby accepted.

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

Authorized Signature

Name and Title of Signatory

Tender-Securing Declaration Form (FOR SPECIAL GROUPS)

[The Bidder shall complete in this Form in accordance with the instructions indicated]

Date: [insert date (as day....., month and.....2016) of Bid Submission] Tender No.[.....]

To: [.....insert complete name of Employer]

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we –
 - (a) Have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
 - (b) Having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,
 - (I) fail or refuse to execute the Contract, if required, or
 - (ii) Fail or refuse to furnish the Performance Security, in accordance with the ITT.
3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of
 - (I) our receipt of a copy of your notification of the name of the successful Bidder; or
 - (ii) twenty-eight days after the expiration of our Tender.
4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bi, and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: [.....insert signature of person whose name and capacity are shown] in the capacity of [.....insert legal capacity of person signing the Bid Securing Declaration]

Name: [.....insert complete name of person signing the Bid Securing Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on day of,..... [Insert date of signing]

PERFORMANCE BANK GUARANTEE

To: _____(Name of Employer) _____(Date)
_____(Address of Employer)

Dear Sir,

WHEREAS _____(hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ (hereinafter called "the Works");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

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

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

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

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

This Guarantee shall be valid until the date of issue of the Employer's notice under Sub-Clause 8.2 (Taking-Over Notice), of the Conditions of Contract.

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Address _____

Date _____

FORM OF AGREEMENT

THIS AGREEMENT is made on theday of 2016 between the **Meru University of Science and Technology, of P.O. BOX 972-60200, Meru, Kenya** hereinafter called the “**Employer**” of the one part and -----
-----hereinafter called the “**Contractor**” of the other part.

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

And has accepted a Bid by the Contractor to execute, complete and maintain such works **NOW THIS AGREEMENT WITNESSETH as follows:**

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

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

The said BID dated -----

- Conditions of Contract; Parts I and II
- The Standard and Special Specifications;
- Priced Bill of Quantities;
- Letter of Acceptance;
- Form of Tender
- Drawings;
- Appendix to the Form of Agreement
- Schedule Of Supplementary Information
- Other Documents/Materials/Conditions agreed and documented.

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

In consideration of the payment to be made by the **Employer** to the **Contractor**, the Contractor covenants with the Employer to execute and complete the Works in conformity with the provisions of the Contract.

The Employer hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the Works at the Contract Price or such other sum as may become payable under the Contract at the times and in the manner prescribed by the Contract. **IN WITNESS WHEREOF** the parties hereto have caused their respective common seals to be hereto affixed (or have hereunto set their respective hands and seals) on the day and year first above written.

SIGNED AND DELIVERED

By the said Employer:.....

Signature:

In the presence of:.....

Signature.....

By the said Contractor:

Signature.....

(For and on behalf of the said Contractor)

In the presence of :

Signature:.....

Address:.....

QUALIFICATION INFORMATION

TENDER QUESTIONNAIRE

Please fill in block letters.

- 1. Full name 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

Make copy and deliver to: _____(Name of Employer) (The Tenderer shall leave one copy at the time of purchase of the Tender documents)

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a) or 2 (b) 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 Licensee No..... Expiring date.....

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

Name of your Bankers.....

Branch.....

Part 2 (b) – Partnership

Give details of partners as follows:

Name in full	Nationality	Citizenship Details	Shares
1.....			
2.....			
3.....			

Part 2(c) – Registered Company:

Private or public.....

State the nominal and issued capital of the Company-

Nominal Kshs.....

Issued Kshs.....

Give details of all directors as follows:

Name in full	Nationality.	Citizenship Details*.	Shares.
1.....			
2.....			
3.....			
4.....			

Part 2(d) – Interest in the Firm:

Is there any person / persons in (Name of Employer) who has interest in this firm? Yes/No..... (Delete as necessary)

I certify that the information given above is correct.

.....
(Title) (Signature) (Date)

* Attach proof of citizenship

SCHEDULE OF LABOUR: - BASIC RATES

(Reference: Clause 4 of Conditions of Particular Application)

LABOUR CATEGORY	UNIT (MONTH/SHIFT/HOUR)	RATES

Categories to be generally in accordance with those used by the Kenya Building Construction and Engineering and Allied Trades Workers' Union.

I certify that the above information is correct.

.....
(Title)

.....
(Signature)

.....
(Date)

CERTIFICATE OF TENDERER'S VISIT TO SITE

This is to certify that

[Name/s].....

.....

Being the authorized representative/Agent of [Name of Tenderer]

.....

.....

Participated in the organized inspection visit of the site of the works for the (participated in the organised inspection visit of the site of the work..... (.....KM)

Held on day of.....20.....

Signed.....
(Employer's Representative)

.....

NOTE: This form is to be completed when the site visit is made

FORM OF WRITTEN POWER-OF-ATTORNEY

The Tenderer consisting of a joint venture shall state here below the name and address of his representative who is authorised to receive on his behalf correspondence in connection with the Tender.

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

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

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

KEY PERSONNEL

DESIGNATION	NAME	NATIONALITY	SUMMARY OF QUALIFICATIONS AND EXPERIENCE
Headquarters: 1. Managing Director 2. 3. 4. 5. etc.			
Site Office: 1. Site Supervisor 2. 3. 4. 5. 6			

I certify that the above information is correct.

.....
 (Title)

.....
 (Signature)

.....
 (Date)

SCHEDULE OF THE PROPOSED APPROPRIATE EQUIPMENT.

Mandatory minimum number of equipment required by the Employer for the execution of the project that the bidder must make available for the Contract

Item No.	Equipment Details	Minimum Number Required	No of Equipment Owned by the Bidder	No. of equipment to be leased
1	Grader	1		
2	Tippers payload 7 – 10 tonnes	2		
3	Water tankers (10,000 litres capacity)	1		
4	Concrete mixer	1		

The Bidder must attach certified copies of log books or lease agreement of the following

I certify that the above information is correct.

.....
(Title)

.....
(Signature)

.....
(Date)

SCHEDULE OF COMPLETED CIVIL WORKS CARRIED OUT IN THE PREVIOUS YEARS

DESCRIPTION OF WORKS AND CLIENT	TOTAL VALUE OF WORKS (KSHS)	CONTRACT PERIOD (YEARS)	YEAR COMPLETED

I certify that the above Civil Works were successfully carried out and completed by ourselves.

.....
(Title)

.....
(Signature)

.....
(Date)

SCHEDULE OF ONGOING PROJECTS

DESCRIPTION OF WORK AND CLIENT	CONTRACT PERIOD	DATE OF COMMENCEMENT	DATE OF COMPLETION	TOTAL VALUE OF WORKS (KSHS.)	% COMPLETE D TODATE

I certify that the above Civil Works are being carried out by ourselves and that the above information is correct.

.....
(Title)

.....
(Signature)

.....
(Date)

OTHER SUPPLEMENTARY INFORMATION

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

.....

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

.....

3. Name, address, telephone, telex, fax numbers of the Tenderer's Bankers who may provide reference if contacted by the Employer.

.....

4. Information on current litigation in which the Tenderer is involved.

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

I certify that the above information is correct.

.....
 Title

.....
 Signature

.....
 Date

ADJUDICATOR'S AGREEMENT

Identification of Project:

.....
(the "Project")

Name and address of the Employer:

.....
(the "Employer")

Name and address of the Contractor:

.....
(the "Contractor")

Name and address of the Adjudicator:

.....
(the "Adjudicator")

Whereas the Employer and the Contractor have entered into a Contract ("the Contract") for the execution of the Project and wish to appoint the Adjudicator to act as adjudicator in accordance with the Rules for Adjudication ["the Rules"].

The Employer, Contractor and Adjudicator agree as follows:

1. The Rules and dispute provisions of the Contract shall form part of this Agreement.
2. The Adjudicator shall be paid:

A retainer fee of per calendar month (where applicable)

A daily fee of

Expenses (including the cost of telephone calls, courier charges, faxes and telexes incurred in connection with his duties; all reasonable and necessary travel expenses, hotel accommodation and subsistence and other direct travel expenses).

Receipts will be required for all expenses.

3. The Adjudicator agrees to act as Adjudicator in accordance with the Rules and has disclosed to the Parties any previous or existing relationship with the Parties or others concerned with the Project.
4. This Agreement shall be governed by the laws of.....
5. The Language of this Agreement shall be

SIGNED BY

For and on behalf of the Employer in the presence of

Witness
Name
Address
Date

SIGNED BY

For and on behalf of the Contractor in the presence of

Witness
Name
Address
Date

SIGNED BY

For and on behalf of the Adjudicator in the presence of

Witness
Name
Address
Date

FRAUD & CORRUPTION

- 1 If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site.
- 2 Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed.
- 3 For the purposes of this Sub-Clause:
 - (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

4 The Contractor declares that:

- a) They did not engage in any action to influence the Project implementation process to the detriment of the Employer, in particular no collusive practice took place nor will take place, and
The bidding proceedings, contract award, and execution have not and will not be subject to any corrupt practice as defined in the United Nations Convention to combat corruption dated 31 October 2003.

Dated this _____ day of _____ 20_____

Signature _____ in the capacity of _____

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

_____ [Address of Tenderer]

_____ [Seal or Stamp of Tenderer]

ENVIRONMENTAL AND SOCIAL COMMITMENT

I have taken due note of the importance to comply with environmental and social standards and regulations.

I, the undersigned, [.....] acting as the duly authorized representative of [.....],

With respect to the submission of a bid for [.....] in accordance with the invitation to tender No [.....], I undertake to comply, and ensure that our subcontractors, if any, comply with international environmental and labour standards consistent with applicable law and regulations in the country of implementation of the Project, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties

In addition, I also undertake to adopt any environmental and social risk mitigation measures as defined in the environmental and social management plan or the notice of environmental and social impact issued by the Employer.

Dated this _____ day of _____ 20_____

Signature _____ in the capacity of _____

duly authorized to sign Tenders for and on behalf of

_____ [Name of Tenderer] of

_____ [Address of Tenderer]

_____ [Seal or Stamp of Tenderer]

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

DECLARATION FORM

Date _____

To _____

The tenderer i.e. (Name and address)_____

_____ Declare the following:

- a) Has not been debarred from participating in public procurement.

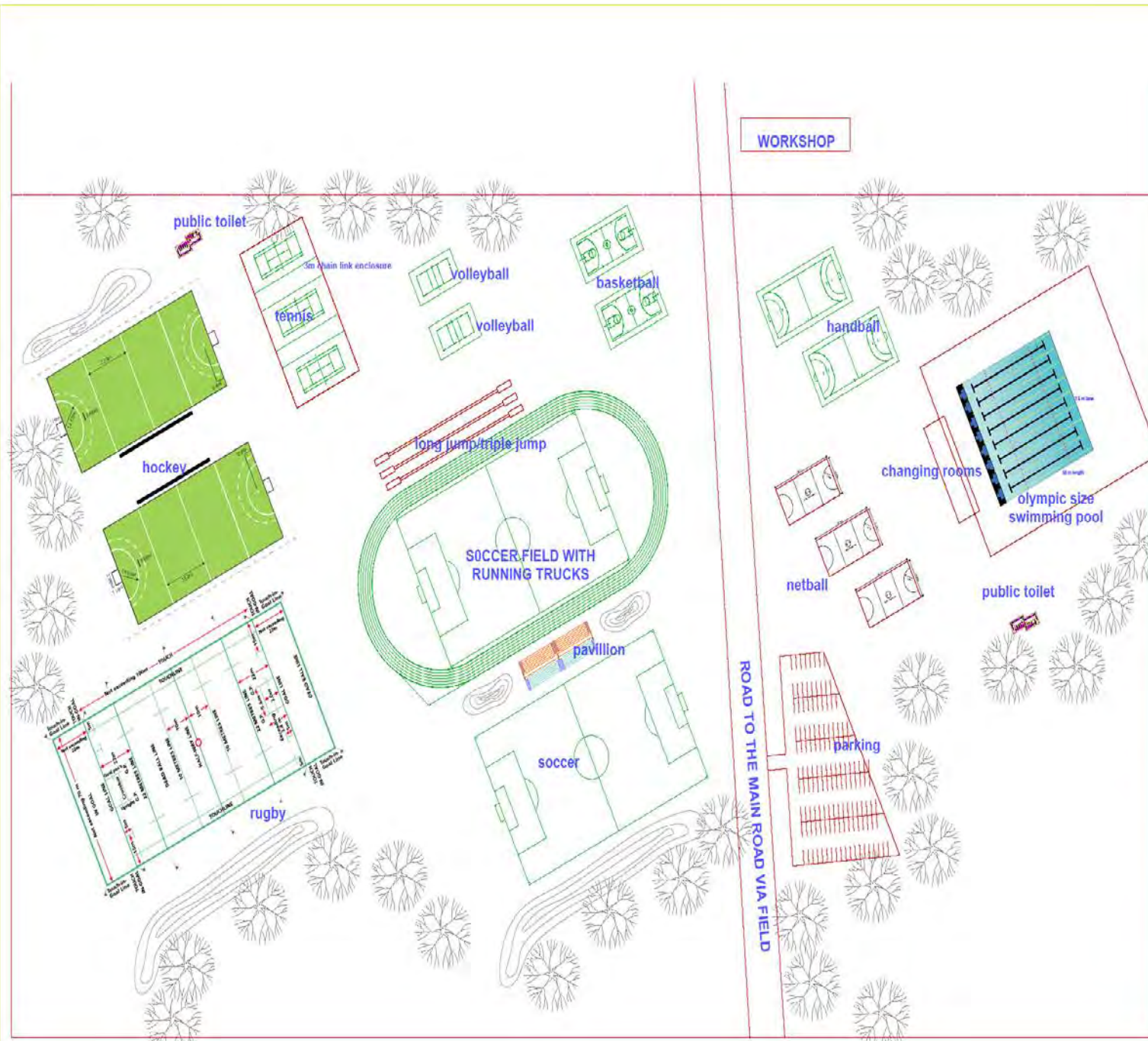
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Title

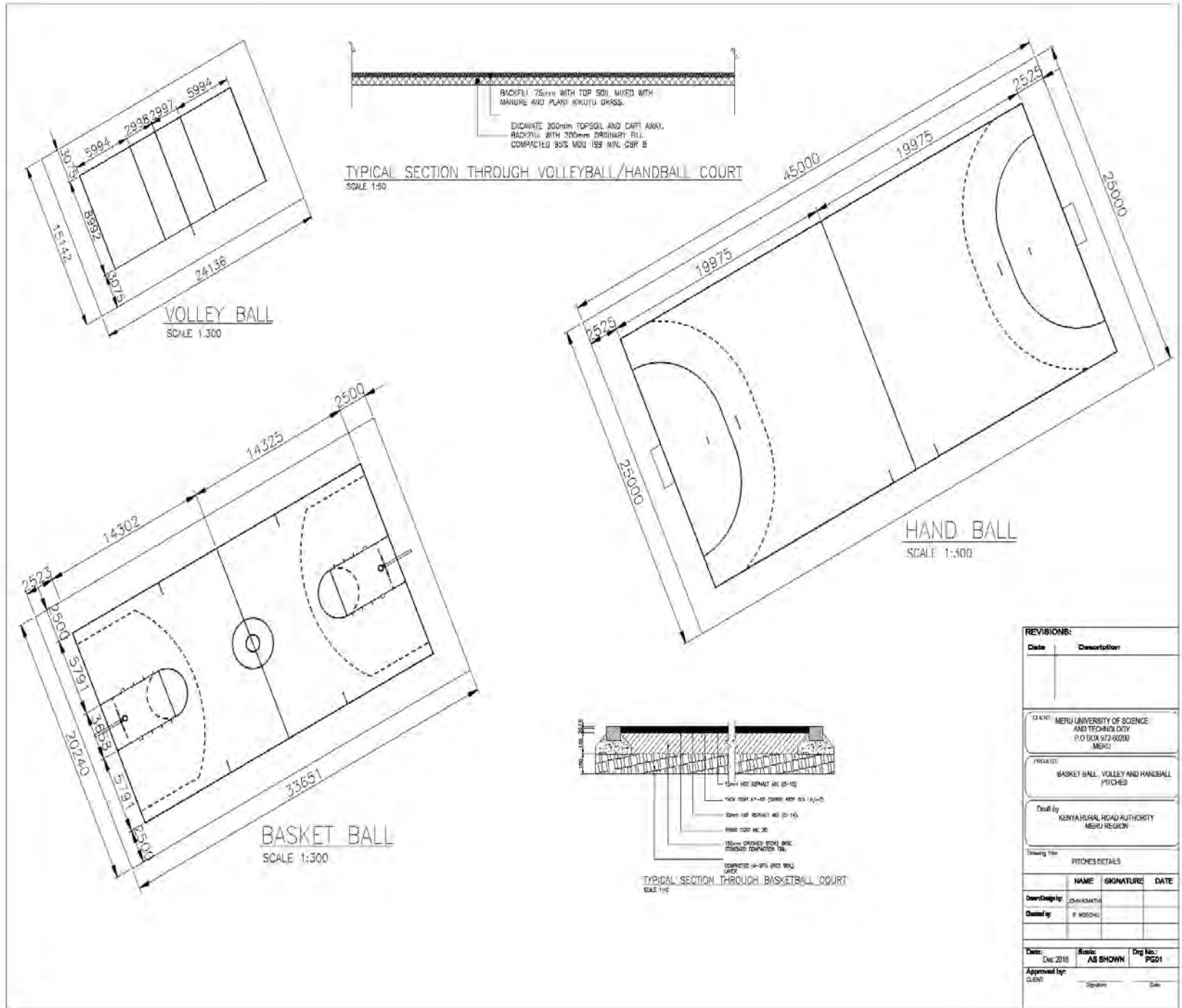
Signature

Date

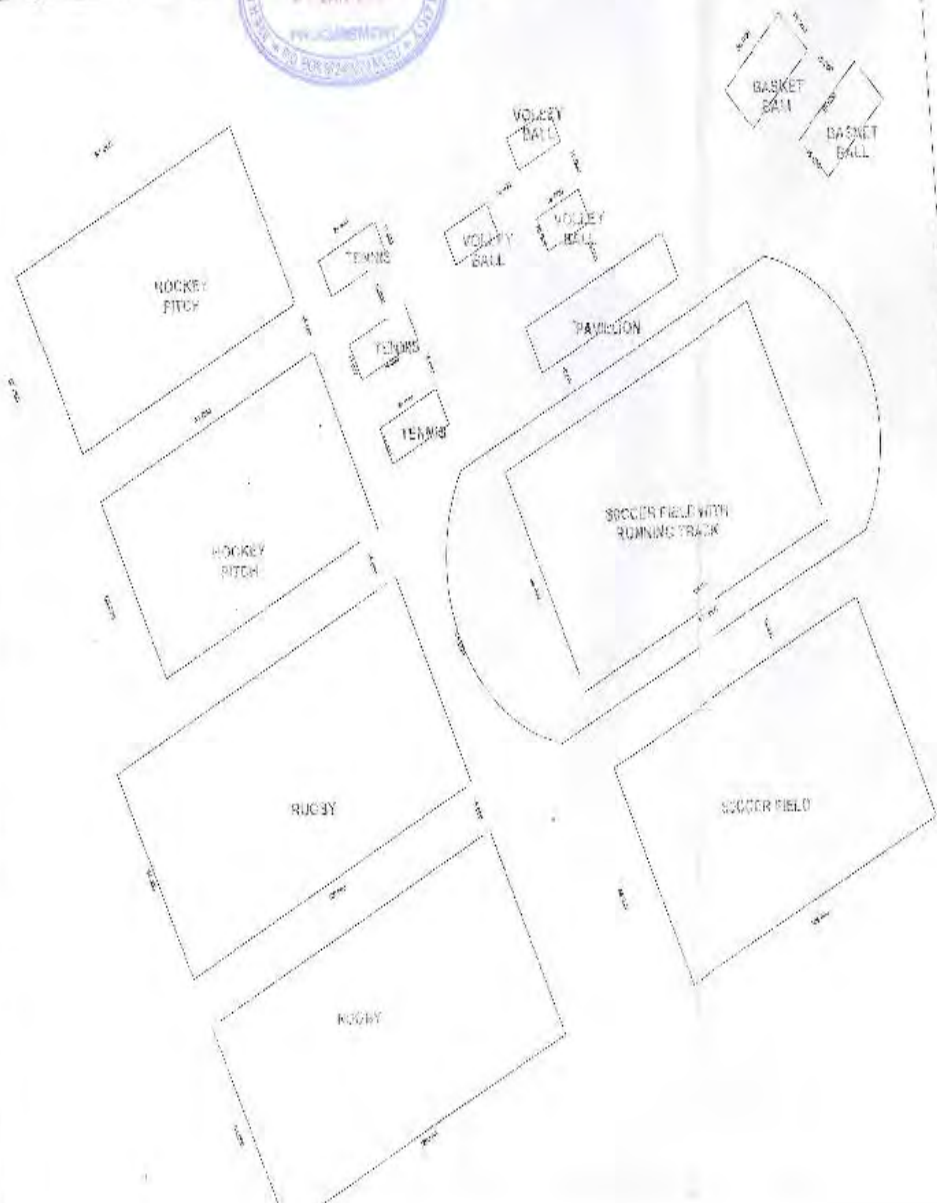
(To be signed by authorized representative and officially stamped)



Project	
PROPOSED CONSTRUCTION OF SPORT FIELDS AT MERU UNIVERSITY OF SCIENCE AND TECHNOLOGY	
Dig. No. 0000	
FIELDS	1: 1300
Drawn by KENYA RURAL ROAD AUTHORITY MERU REGION	
 MERU UNIVERSITY OF SCIENCE AND TECHNOLOGY P.O. BOX 072-0020 MERU	
Sign: _____	Date: _____
Office approval	
Sign: _____	Date: _____
For use on behalf of client	
200-100	Dig. No. _____

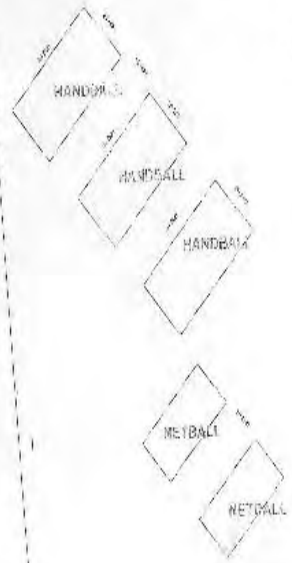


PROPOSED FIELD LAYOUT AS PER THE SPORTMASTER



WORKSHOP

SWIMMING POOL



ROAD TO THE MAIN ROAD VIA FIELD

