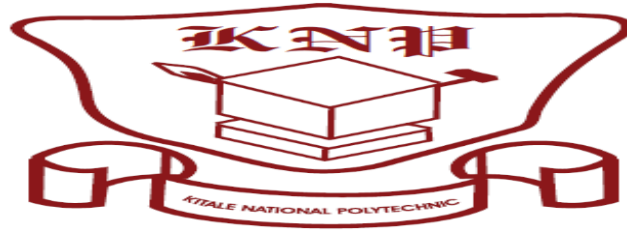


THE KITALE NATIONAL POLYTECHNIC



Tender Document

FOR

**IMPROVEMENT OF THE NEW HOSTELS AND
WHITEHOUSE INTERNALLY**

TENDER NO.: KNP/RT/2019-2020/06

JUNE, 2020

**PRINCIPAL
THE KITALE NATIONAL POLYTECHNIC
P.O. BOX 2162-30200
KITALE**

Table of Contents

	Page
Section I TENDER NOTICE.....	2
Section II INSTRUCTION TO TENDERERS	3
Appendix to instructions to Tenderers.....	12
Section III GENERAL CONDITIONS OF CONTRACT.....	21
Section IV SPECIAL CONDITIONS OF CONTRACT	30
Section V SCHEDULE OF REQUIREMENTS	32
Section VI TERMS OF REFERENCE & SPECIFICATIONS	33
Section VII STANDARD FORMS	44
1. BILLS OF QUANTITIES	45
2. FORM OF TENDER	49
2. CONTRACT FORM.....	50
3. CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM	52
4. TENDER SECURITY FORM	53
5. PERFORMANCE SECURITY FORM.....	54
6. FORM OF WRITTEN POWER-OF-ATTORNEY	56
7. DECLARATION FORM.....	57
8. TECHNICAL SCHEDULE	58

SECTION I – TENDER NOTICE

Date: 8/6/2020

TENDER NO. KNP/RT/2019-2020/06 FOR IMPROVEMENT OF NEW HOSTELS AND WHITEHOUSE INTERNALLY

The Kitale National Polytechnic (KNP) invites sealed bids from eligible candidates registered with the Kitale National Polytechnic for Improvement of New Hostels and Whitehouse Internally.

Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of 90 days from the closing/opening date of the tender.

Completed tender documents are to be enclosed in plain sealed envelopes, clearly marked with the tender identification number and name and be deposited in the Tender Box provided at the **ADMINISTRATION BLOCK** within the Polytechnic or be addressed and posted to:

**Chief Principal
The Kitale National Polytechnic
P.O. Box 2162 - 30200
KITALE**

so as to be received **on or before Tuesday 16th June, 2020 at 10.00am**

Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend at the **Polytechnic's Board Room**. **TENDER'S REPRESENTATIVES MUST NOT EXCEED ONE PERSON. Outcome of opening exercise shall be shared with tenderers through their registered mails therefore bidders must not necessarily attend opening when they have dropped their bids appropriately.** Canvassing will lead to automatic disqualification. All queries regarding this tender must be in writing to the undersigned through address above or email: procurementknp@gmail.com

**Procurement Officer
For: PRINCIPAL**

SECTION II - INSTRUCTION TO TENDERERS

Table of Clauses

	Page
2.1 Eligible Tenderers.....	4
2.2 Cost of Tendering.....	4
2.3 Contents of Tender document.....	4
2.4 Clarification of Tender document.....	5
2.5 Amendments of Tender document.....	5
2.6 Language of Tenders	5
2.7 Documents Comprising the Tender.....	5
2.8 Tender Form	5
2.9 Tender Prices	5
2.10 Tender Currencies	6
2.11 Tenderers Eligibility and Qualifications	6
2.12 Tender Security.....	6
2.13 Validity of Tenders.....	7
2.14 Format and Signing of Tenders	7
2.15 Sealing and Marking of Tenders	7
2.16 Deadline for Submission of Tenders	8
2.17 Modification and Withdrawal of Tenders	8
2.18 Opening of Tenders	8
2.19 Clarification of Tenders.....	8
2.20 Preliminary Examination.....	8
2.21 Conversion to Single Currency	9
2.22 Evaluation and Comparison of Tenders	9
2.23 Contacting the Procuring Entity	10
2.24 Award Criteria... ..	10
2.25 Notification of Award.....	10
2.26 Signing of Contract.....	11
2.27 Performance Security	11
2.28 Corrupt or Fraudulent Practices	11

GENERAL INFORMATION

2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 55 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The tenders will be downloaded free of charge from the Polytechnic's website and NO hard copies shall be issued from the Polytechnic's Offices.
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
 - (i) Instructions to Tenderers
 - (ii) Appendix to Instructions to Tenderers
 - (iii) General Conditions of Contract
 - (iv) Special Conditions of Contract
 - (v) Schedule of Requirements
 - (vi) Terms of Reference and Specifications
 - (vii) Bills of Quantities
 - (viii) Form of Tender
 - (ix) Bills of Quantities
 - (x) Contract Form
 - (xi) Confidential Business Questionnaire Form
 - (xii) Tender security Form
 - (xiii) Performance security Form
 - (xiv) Declaration Form
- 2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may

result in the rejection of its tender.

2.4 Clarification of Tender Documents

- 2.4.1 A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.
- 2.4.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.
- 2.4.3 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.5 Amendment of Tender Documents

- 2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing and addendum.
- 2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tenders

- 2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7. Documents Comprising the Tender

- 2.7.1 The tender prepared by the tenderer shall comprise the following components:
- (a) A Tender Form and a Bills of Quantities completed in accordance with paragraph 2.8, 2.9 and 2.10 below
 - (b) Documentary evidence established in accordance with paragraph 2.11.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) Tender security furnished in accordance with paragraph 2.12
 - (d) Confidential Business Questionnaire
 - (e) Declaration Form.

2.8. Form of Tender

- 2.8.1 The tenderer shall complete the Tender Form and the appropriate Bills of Quantities furnished in the tender documents, indicating the services to be performed.

2.9. Tender Prices

- 2.9.1 The tenderer shall indicate on the Bills of Quantities the unit prices where applicable and the total tender prices of

the services it proposes to provide under the contract.

- 2.9.2 Prices indicated on the Bills of Quantities shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 20% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.10. Tender Currencies

- 2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

2.11. Tenderers Eligibility and Qualifications

- 2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.
- 2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.12.2 The tender security shall be stated as an absolute value and shall be an amount of not more than two percent of the tender as valued by the procuring entity.
- 2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.8
- 2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form:
 - a) Cash.
 - b) A bank guarantee.
 - c) Such insurance company guarantee as may be approved by the Public Procurement Regulatory Authority.
 - d) Letter of credit.
 - e) A guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.4 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5
- 2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not

later than thirty (30) days after the expiration of the period of tender validity

- 2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.28, and furnishing the performance security, pursuant to paragraph 2.29
- 2.12.8 The tender security may be forfeited:
- (a) If a tenderer withdraws its tender after the deadline for submitting tenders but before the expiry of the period during which tenders shall remain valid.
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.28 or
 - (ii) To furnish performance security in accordance with paragraph 2.29.
 - (c) If the tenderer reject correction of an arithmetic error in the tender.

2.13. Validity of Tenders

- 2.13.1 Tenders shall remain valid for 90 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

- 2.14.1 The tenderer shall prepare an original tender, clearly marking it "**ORIGINAL TENDER**" as appropriate. Copies of tenders are prohibited during this tendering process.
- 2.14.2 The original tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the original tender in envelope, duly marking the envelope as "**ORIGINAL TENDER**".
- 2.15.2 The envelope shall:
- (a) Be addressed to the Procuring entity at the address given in the Invitation to Tender
 - (b) Bear Tender identification number and name in the invitation to tender and the words: "**DO NOT OPEN BEFORE 16th June, 2020 at 10.00am**"
- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.16. Deadline for Submission of Tenders

- 2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **16th June, 2020 at 10.00am**
- 2.16.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit the tender box shall be received by the procuring entity as provided for in the appendix.

2.17. Modification and Withdrawal of Tenders

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.
- 2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.8.
- 2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers within fourteen days of termination and such notice shall contain the reasons for termination.

2.18. Opening of Tenders

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **16th June, 2020 at 10.00am** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of Tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
- 2.20.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.22, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to single currency

- 2.21.1 Where other currencies are used, the Procuring entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.22. Evaluation and Comparison of Tenders

- 2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services
- 2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4.
- (a) Operational plan proposed in the tender;
 - (b) Deviations in payment schedule from that specified in the Special Conditions of Contract
- 2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied.
- (a) **Operational Plan:** The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.
 - (b) **Deviation in payment schedule:** Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.
- 2.22.5 The tender evaluation committee shall evaluate the tender within 15 days from the date of opening the tender.
- 2.22.6 To qualify for contract awards, the tenderer shall have the following:-
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - (b) Legal capacity to enter into a contract for procurement

- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

2.23. Contacting the Procuring entity

- 2.23.1 Subject to paragraph 2.19 no tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.23.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

2.24 Award of Contract

(a) Post-qualification

- 2.24.1 In the absence of pre-qualification, the Procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2 , as well as such other information as the Procuring entity deems necessary and appropriate
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

- 2.24.4 Subject to paragraph 2.22 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.24.5 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, 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 procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.
- 2.24.6 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Notification of Award

- 2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.25.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders were not successful.
- 2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

- 2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.26.3 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.

2.27 Performance Security

- 2.27.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Procuring entity.
- 2.27.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.27.1 or paragraph 2.26.2 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.

2.28 Corrupt or Fraudulent Practices

- 2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.28.2 The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question
- 2.28.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

The following information for procurement of works shall complement or amend the provisions of the instructions to tenderers. 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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: 1) Restricted to Registered Contractors with The Kitale National Polytechnic. 2) Please also refer to Tender Notice on Page 2 of this Tender Document for other conditions on eligibility
2.1.3	Qualification Information Statement: Not required
2.2.2	Price to be charged for tender documents. Prospective Tenderers shall receive complete tender document free of charge from the Kitale National Polytechnic Email: procurementknp@gmail.com or download from the Polytechnic's website: www.kitalenationalpolytechnic.ac.ke
2.2.3	Reviewing the tender documents: Prospective Tenderers shall receive complete tender document free of charge from the Kitale National Polytechnic Email: procurementknp@gmail.com or download from the Polytechnic's website: www.kitalenationalpolytechnic.ac.ke
2.9.5	Contract Price Variations: Any contract price variations shall be as allowable in the Public Procurement and Asset Disposal Act, 2015
2.10	Particulars of other currencies allowed. None
2.11.1	Particulars of eligibility and qualifications documents of evidence required shall be as per Clause 2.20.1 of the Instructions to Tenderers
2.12.1	Particulars of tender security if applicable. Not Applicable for this Tender
2.12.3	Denomination of Tender Security: Not Applicable for this Tender
2.14.2	Signing of Tenders: <ul style="list-style-type: none"> ■ The tender shall be signed only by a person(s) duly authorized to bind the tenderer and a Power of Attorney for the Person(s) shall be submitted. ■ The tender document MUST additionally be paginated in the format(1,2,3,4.....10000 page)inclusive of all the attachments forming part of the tender document.
2.16.3	Bulky tenders which do not fit in the tender box may be delivered, received and registered at the Procurement Office.
2.20.1	Tenderers are required to submit the following MANDATORY DOCUMENTS which will be used during PRELIMINARY EXAMINATION to determine responsiveness, notwithstanding any other requirement in the tender document: - <ol style="list-style-type: none"> 1) Copy of certificate of Incorporation/Registration Certificate under the Company's Act or Business Name Registration 2) Copy of Valid Tax Compliance Certificate issued by the Kenya Revenue Authority 3) Tender Form duly Completed, Signed and Stamped by the Tenderer in the format provided.

Instructions to tenderers	Particulars of appendix to instructions to tenderers
	<p>4) Bills of Quantities duly Completed, Signed and Stamped by the Tenderer in the format provided.</p> <p>5) Must submit a duly completed and signed Confidential Business Questionnaire in format provided</p> <p>6) Must submit a copy of Valid National Construction Authority Registration Certificate (NCA 8 and above) for Building Works.</p> <p>7) Submit a duly completed and signed declaration form attached to this tender document</p> <p>8) Submit a valid current Trading License / Single Business Permit.</p> <p>9) Certified Audited Financial Statement for the Last 2 years OR Certified Bank Statements for the last 6 Months.</p> <p>10) Submit a Power of Attorney for the person(s) duly authorized to bind the tenderer. The Kitale National Polytechnic will determine whether the tender document has been properly signed.</p> <p>11) Properly bound, good presented document. The tender document shall be paginated / serial numbered.</p> <p>AT THIS STAGE, THE TENDERER'S SUBMISSION WILL EITHER BE RESPONSIVE OR NON-RESPONSIVE. THE NON-RESPONSIVE SUBMISSIONS WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FURTHER.</p>
2.20.2	Arithmetic Errors: The tender sum as submitted and read out during tender opening shall be final and shall not be the subject of any corrections, adjustments or amendments.
2.21	Conversion to a single currency: Tender Prices shall be in Kenya Shillings and no other currencies are allowed. There will therefore be no conversions
2.22	<p>EVALUATION AND COMPARISON OF TENDERS</p> <p>Tenders that are found Responsive at the Preliminary Evaluation Stage will be subjected to Detailed Evaluation as per the criteria immediately after this Appendix to Instructions to Tenderers Table notwithstanding any other requirement in the tender documents.</p>
2.24 (a)	<p>Particulars of post – qualification if applicable.</p> <p>The KNP may conduct post-qualification as it deems necessary in accordance with ‘‘The Public Procurement & Disposal Act 2015 Section 83 (1), which provides that ‘‘<i>An evaluation committee may, after tender evaluation, but prior to the award of the tender, conduct due diligence and present the report in writing to confirm and verify the qualifications of the tenderer who submitted the lowest evaluated responsive tender to be awarded the contract in accordance with this Act</i>’’</p> <p>Poor Past Performance: Record of unsatisfactory or default in performance obligations in any contract shall be considered. To be eligible for contract award Bidders must not have had any negative evaluation for poor performance and/or delayed delivery of services with any Public Entity. In addition, any Bidder who has had a contract terminated on grounds of integrity and/or fraud or corruption is ineligible for award.</p>

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.24.4	<p>Award Criteria:</p> <p>Award will be made to the lowest evaluated bidder</p> <p><i>The Contract package includes Improvement of New Hostels and White House Internally at the Kitale National Polytechnic. The firm awarded the contract must therefore demonstrate capability to perform the works.</i></p> <p>Implementation</p> <p>When implementing the Contract, works will be carried out by the Contractors only upon receiving of Duly signed Contract Agreement.</p>
2.27	Particulars of performance security if applicable. 10% of the Contract Sum within 21 days of Notification of Award before Commencement of Work.
Other's as necessary	Complete as necessary. None

DETAILED EVALUATION CRITERIA

STAGE 1: COMPLIANCE WITH MANDATORY QUALIFICATION REQUIREMENTS

STAGE 2: FINANCIAL EVALUATION

- 1) This will include the following: -
 - a) Confirmation of and considering Bill of Quantities completed, signed and stamped.
 - b) Conducting a financial comparison for the firms that passed technical evaluation
 - c) Tender shall be awarded to the lowest responsive and evaluated bidder.

SECTION III - GENERAL CONDITIONS OF CONTRACT

Table of Clauses

	Page
3.1 Definitions.....	22
3.2 Application.....	23
3.3 Country of Origin.....	23
3.4 Standards.....	23
3.5 Patent Rights	23
3.6 Performance Security.....	23
3.7 Inspections and Tests	23
3.8 Safety, Temporary Works and Discoveries	24
3.9 Work Program and Sub-Contracting	24
3.10 The Site	24
3.11 Instructions.....	24
3.12 Extension of Completion Date	24
3.13 Management Meeting	25
3.14 Defects	25
3.15 Bills of Quantities/Schedule of Rates	26
3.16 Variation	26
3.17 Payment Certificate and Final Account	26
3.18 Insurance	27
3.19 Liquidated Damages	27
3.20 Completion and Taking Over	27
3.21 Termination	27
3.22 Payment upon Termination	27
3.23 Payment upon Termination	28
3.24 Prices	28
3.25 Assignment	28
3.26 Termination for Default	28
3.27 Termination of insolvency	28
3.28 Termination for convenience	29
3.29 Resolution of disputes	29
3.30 Governing Language	29
3.31 Force Majeure	29
3.32 Applicable Law	29
3.33 Notices	29

3.1 Definitions

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

- a) "The contract" means the agreement entered into between the KNP and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) "The Services" means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the KNP under the Contract.
- d) "The Contractor" means the person or corporate body whose tender to carry out the works has been accepted by the Employer.
- e) "Bills of Quantities" means the priced and completed Bill of Quantities forming part of the tender.
- f) "Schedule of Rates" means the priced schedule of rates forming part of the tender (where applicable)
- g) "The Completion Date" means the date of completion of the works as certified by the Employer's Representative.
- h) The "Contract Price" is the price stated in the Letter of Acceptance.
- i) "Days" are calendar days; "Months" are calendar months.
- j) "A Defect" is any part of the works not completed in accordance with the contract.
- k) "The Defects Liability Certificate" is the certificate issued by The KNP's Representative upon correction of defects by the Contractor.
- l) "The Defects Liability Period" is the period named in the Appendix to conditions of contract and calculated from the Completion date.
- m) "Drawings" include calculations and other information provided or approved by the Employer's Representative for the execution of the contract.
- n) "Equipment" is the Contractor's machinery and vehicles brought temporarily to the site for the execution of the works.
- o) "Site" means the place or places where the permanent works are to be carried out including workshops where the same is being prepared.
- p) "Materials" are all supplies, including consumables, used by the Contractor for incorporation in the works.
- q) "Specification" means the specification of the works included in the contract.
- r) "Start Date" is the date when the contractor shall commence execution of the works.
- s) " A sub contractor" 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.
- t) " Temporary Works" are works designed, constructed, installed and removed by the Contractor which are needed for construction or installation of the works.
- u) " A Variation" is an instruction given by the Employer's Representative which varies the works.
- v) "The Works" are what the contract requires the Contractor to construct, install and turnover to the Employer.
- w) "GCC" means general conditions of contract contained in this section
- x) "SCC" means the special conditions of contract
- y) "Day" means calendar day

3.2 Application

These General Conditions shall apply to the extent that they are not superceded by provisions of other parts of contract.

3.3 Country of Origin

3.3.1 For purpose of this clause, "origin" means the place where the goods or services originate.

3.4 Standards

3.4.1 The services provided under this Contract shall conform to the standards mentioned in the Schedule of requirements.

3.5 Patent Right's

3.5.1 The tenderer shall indemnify the KNP against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof .

3.6 Performance Security

3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the KNP the performance security where applicable in the amount specified in Special Conditions of Contract.

3.6.2 The proceeds of the performance security shall be payable to the KNP as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the KNP and shall be in the form of :

- a) Cash.
- b) A bank guarantee.
- c) Irrevocable letter of credit

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

3.7 Inspections and Tests

3.7.1 The KNP or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the contract specifications. The KNP shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 The inspections and tests will be conducted at the drill site, Supreme Court of Kenya Grounds, Nairobi, Kenya.

3.7.3 Should any inspected or tested drilling materials fail to conform to the specifications, the KNP shall reject the materials and the Contractor shall either replace the rejected materials or make alterations necessary to meet specification requirements free of cost to the KNP.

3.7.4 Nothing in clause 3.6 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Safety, Temporary Works and Discoveries

3.8.1 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. The Contractor shall be responsible for the safety of all activities on the Site. Anything of historical or other interest or significant value unexpectedly discovered on the site shall be the property of The KNP. The Contractor shall carry out The KNP Representative's instructions for dealing with the discoveries.

3.9 Work Program and Sub-Contracting

3.9.1 Within seven (7) days after site possession date, the Contractor shall submit to The KNP for approval a program showing the general methods, arrangements, order and timing for all the activities in the works. The Contractor may sub-contract the Works (but only to a maximum of 25% of the Contract Price) with the approval of The KNP. However, he shall not assign the Contract without the approval of the Employer in writing. Sub-contracting shall not alter the Contractor's obligations.

3.10 The Site

3.10.1 The KNP shall give possession of all parts of the Site to the Contractor. The Contractor shall allow The KNP and any other person authorized by The KNP'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.

3.11 Instructions

3.11.1 The Contractor shall carry out all instructions of The KNP, which are in accordance with the contract.

3.12 Extension of Completion Date

3.12.1 The KNP shall extend the Completion Date if an occurrence arises which makes it impossible for completion to be achieved by the Intended Completion Date. The KNP shall decide whether and by how much to extend the Completion Date.

3.12.2 For the purpose 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 KNP'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 KNP'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 KNP 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 KNP, or

(h) reason of opening up for inspection of any Work covered up or of the testing of 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 of The KNP's Representative, or

(j) reason of delay caused by the late supply of goods or materials or in executing Work for which The KNP 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.

3.13 Management Meeting

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

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

3.14 Defects

3.14.1 The KNP'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 KNP's Representative may instruct the Contractor to search for a defect and to uncover and test any work that The KNP'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.

3.14.2 The KNP's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract.

3.14.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by The KNP's Representative's notice. If the Contractor has not corrected a defect within the time specified in The KNP Representative's notice, The KNP'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.

3.15 Bills of Quantities/Schedule of Rates

- 3.15.1 The Bills of Quantities/Schedule of Rates shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The contractor will be paid for the quantity of the Work done at the rates in the Bills of Quantities/Schedule of Rates for each item. Items against which no rate is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the rates for other items in the bills of Quantities/Schedule of Rates.
- 3.15.2 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.

3.16 Variation

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

3.17 Payment Certificate and Final Account

- 3.17.1 The Contractor shall be paid after each stage of Work (subject to re-measurement by The KNP of the work done in each stage before payment is made). In case of lump-sum Contracts, the valuation for each stage shall be based on the quantities so obtained in the re-measurement and the rates in the Schedule of Rates.
- 3.17.2 Upon deciding that Works included in a particular stage are complete, the Contractor shall submit to The KNP's Representative his application for payment. The KNP'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 KNP shall pay the Contractor the amounts so certified within 30 days of the date of issue of each Interim Certificate.
- 3.17.3 The Contractor shall supply The KNP'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 KNP's Representative shall issue a Defect Liability Certificate and certify final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete. If not, The KNP'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 KNP's Representative shall decide on the amount payable to the Contractor and issue a Final Payment Certificate. The KNP shall pay the Contractor the amount so certified within 60 days of the issue of the Final Payment Certificate.
- 3.17.4 If the period laid down for payment to the Contractor upon each of The KNP's Representative's Certificate by The KNP 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.

3.18 Insurance

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

3.19 Liquidated Damages

3.19.1 The Contractor shall pay liquidated damages to The KNP 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 3.13.2. The KNP may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

3.20 Completion and Taking Over

3.20.1 Upon deciding that the Work is complete the Contractor shall request The KNP's Representative to issue a Certificate of Completion of the Works, upon deciding that the Work is completed. The KNP shall take over the Site and Works within seven days of The KNP's Representative issuing a Certificate of Completion.

3.21 Termination

3.21.1 The KNP 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 KNP's Representative;

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

(c) a payment certificate by The KNP's Representative is not paid by The KNP to the Contractor within 30 days after the expiry of the payment periods stated in sub clauses 3.17.2 and 3.17.3 hereinabove.

(d) The KNP'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.

(e) if the Contractor, in the judgment of The KNP has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.21.2 In the event The KNP terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the Supplier shall be liable to The KNP for any excess costs for such Services. If the Contract is terminated, the Contractor shall stop Work immediately, and leave the Site as soon as reasonably possible. The KNP'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.

3.22 Payment upon Termination

3.22.1 The KNP 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. 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 KNP's Representative may in writing

specify, any temporary buildings, plant, machinery, appliances, goods or materials belonging to him, and in default thereof, The KNP 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.

3.22.2 Until after completion of the Works under this clause, The KNP 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 therefore The KNP's Representative shall certify the amount of expenses properly incurred by The KNP 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 KNP 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 KNP to the Contractor.

3.23 Payment

3.23.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC.

3.24 Prices

3.24.1 Prices charged by the contractor for drilling borehole under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the Contractor in its tender. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.25 Assignment

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

3.26 Termination for Default

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

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the KNP.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the KNP has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.26.2 In the event the KNP terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the KNP for any excess costs for such similar services.

3.27 Termination of insolvency

3.27.1 The KNP may at anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the KNP.

3.28 Termination for convenience

- 3.28.1 The KNP by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the KNP's convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.28.2 For the remaining part of the contract after termination, the KNP may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.29 Resolution of disputes

- 3.29.1 The KNP and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.
- 3.29.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.30 Governing Language

- 3.30.1 The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.31 Force Majeure

- 3.31.1 The contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.32 Applicable Law.

- 3.32.1 The contract shall be interpreted in accordance with the Laws of Kenya unless otherwise specified in the SCC.

3.33 Notices

- 3.33.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC. A notice shall be effective when delivered or on the notices effective date, whichever is later

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.6	<p>Performance Security:</p> <p>I. To be furnished within 21 days upon contract award notification.</p> <p>II. The amount of performance security shall be 10% of Contract Sum.</p> <p>III. The Contractor shall extend performance security until the expiry of the defect's liability period of one hundred and eighty (180) days.</p>
3.7	<p>Inspections and Tests: The KNP in no way guarantees completeness nor accuracy of the soil, materials, subsurface and geological, hydrological information made available to the Contract 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.</p>
3.24	<p>Payment:</p> <p>I. On submission of interim payment certificates prepared by Project Manager based on works done as per the valuation and approved by Client's Team/Representative showing the actual contract value of the works executed. Payment will be made, within 30 days as per the payment certificate, less 10% for retention.</p> <p>II. Retention money (10% of contract sum) will be paid within four weeks after issuing the defects liability period.</p>
3.24	<p>Prices: Price adjustments shall be allowed</p>
3.29	<p>Resolution of Disputes: Disputes to be settled as per the Arbitration Laws of Kenya</p>
3.32	<p>Applicable Laws: Laws of Kenya</p>
3.33	<p>Notices:</p>
Other's as necessary	<p>The Employer is</p> <p>Name: Kitale National Polytechnic Address: P.O Box 2162 Kitale Name of Employer's Representative: Fanuel Onyango Title of Representative: Principal Telephone: 0721379304</p>
	<p>The Works consist of:</p>

	<ul style="list-style-type: none"> • Wall finishes. • Floor finishes. • Prepare and apply one coats first quality gloss paint
	<p>The start date shall be: as prescribed in the Contract.</p>
	<p>The following documents also form part of the Contract: Agreement, Letter of Acceptance, Contractor's Tender, Conditions of Contract and Special Conditions, Specifications and Bills of Quantities</p>
	<p>The Defects Liability Period is 180 days</p>

SECTION V SCHEDULE OF REQUIREMENTS

Background

The Kitale National Polytechnic intends to Contract eligible firm to improve the newly constructed hostels and Whitehouse internally

Notes

- 1) The goods to be supplied must be 100% genuine parts.

SECTION VI – TERMS OF REFERENCE AND SPECIFICATIONS

SPECIFIC SPECIFICATIONS

NOTES:

The specific specifications contained in the bills of quantities and the contract drawing will form the specification for the works.

All the specifications specified in the Bill of Quantities shall be adhered to strictly

1. General Clauses

- The Kitale National Polytechnic is seeking for a contractor to carry out the building works and provide the proper tools, machinery, materials and labor for improvement of new hostels and white house internally as per specifications.
- **Site Agent:** The Contractor shall ensure that during the full construction period, a capable site agent shall be present on site
- **Supervision of Contract:** The contract is to be supervised by the Procuring Entity's appointed Project Team

1.2 Information to be supplied by the Kitale National Polytechnic

The Kitale National Polytechnic will supply available information about the site. The contractor is expected to verify site conditions prior to commencement of improvement works.

1.3 Construction Sites.

The Contractor shall improve the new hostels and white house at the exact locations designated by the Procuring Entity. The Procuring Entity is responsible for providing all land, way-leaves and easements for the permanent works. The Contractor shall be deemed to have fully informed himself as to the suitability of the roads or tracks to the site and shall exercise due care in the use of such roads and shall make good any damage caused by their use. The Contractor shall provide such temporary tracks to the actual wall locations as are necessary, with as little as possible interference with existing fences and cultivated land.

The contractor will clear all debris of any kind, and leave the site, as far as is possible, in the original condition, once the work has been finished and the improvement completed.

1.4 Environmental Protection of The Site

Care must be taken in the handling and storage of all building materials, tiles, oils, greases and fuel on site to avoid any degradation. The Contractor shall dispose of any toxic materials, building materials and other additives in a manner approved by the Project Manager so as not to create damage to public and private property

1.5 Workmanship

The Contractor is expected to carry out all the works as instructed by the Project Manager in a thorough and workman-like manner, and up to current professional standards. He shall carry out operations with the efficiency and dispatch in accordance with the terms of the contract and to the satisfaction of the Project Manager and Project Team. For this purpose, the contractor shall use suitable machinery and gear, and supply efficient and experienced staff.

1.6. Standards

Kenyan, ISO and British Standards current at the date of tender shall apply for materials and Workmanship. Should there be any inconsistency between the three standards, then the Kenyan Standards (KBS) shall apply.

1.7 Contractor's Plant and Equipment

All machinery, equipment and materials to carry out the construction as specified in the BoQ are to be mobilized to the site. He shall have the right to order the removal and/or replacement of any plant that in his opinion is insufficient or unsatisfactory

2. Roles of the Contractor

2.1 Construction

Construction will be supervised by the building technicians as appointed by the Principal. The contractor is to ensure that schedule of works is adhered to.

SECTION VII - STANDARD FORMS

Notes on the standard Forms

1. **Bill of Quantities** - The Bills of Quantities form must similarly be completed and submitted with the tender.
2. **Form of TENDER** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the procuring entity.
6. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
7. **Form of Written Power-Of-Authority** - This form must be completed by the tenderer and submitted with the tender documents.
8. **Declaration Form** - This form must be completed by the tenderer and submitted with the tender documents.
9. **Technical Schedule** - This form must be completed by the tenderer and submitted with the tender documents

BILL OF QUANTITIES

PREAMBLE TO BILL OF QUANTITIES

- a) These Bills of Quantities form part of the Contract Documents and are to be read in conjunction with the Conditions of Contract Specific Specifications and Drawings.
- b) It shall be the responsibility of the Contractor to arrange for the removal of or alteration to existing services where necessitated by works. Any costs incurred will be paid by the Contractor.
- c) The rates and prices inserted by the bidder in the Bill of quantities are to be fully inclusive of work described under the items and shall cover all overhead charges, incidentals, contingency expenses, taxation and profits.
- d) Unless described as a separate item, the contractor's prices shall include his establishment on site.
- e) The contractor is responsible for the timing and adequacy of material supplies for the contract, and the contractor should give particular attention to the early and sufficient ordering of imported items.
- f) **Should the contractor have any doubt about the exact meaning of any item, Work or figure, he is to inform the Engineer/Procuring Entity and obtain the correct meaning**
- g) The following units of measurement and abbreviation have been used in the BoQ:

Unit	Abbreviation
Millimeter(s)	mm
Metre(s)	m
Square metre(s)	m ²
Cubic metre(s)	m ³
Kilogramme(s)	kg

Unit	Abbreviation
Litre(s)	l
Number(s)	No
Minute(s)	min
Hour(s)	h
Week(s)	Wk
Year(s)	yr

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO. 7 - FINISHES</u>				
	<u>Wall Finishes</u>				
A	8mm Thick white glazed tiling fixed on well hacked walls with approved adhesive	300	SM	1800	
	Floor Finishes(all terrazzo work to be in white cement)				
B	15 x100mm High ditto skirting finished with a coved junction to wall and a rounded top	900	LM	200	
C	12mm thick terrazzo paving on hacked floor screed	670	SM	2300	
D	Allow for cutting screed with grinder and fixing 20mm pvc strips with cement sand mortar				
	Allow for hacking the entire steel floated floor	670	SM	100	
E		670	SM	10	
F	Prepare and apply plastic emulsion paint (crown-silk vinyl) on walls internally (three coats)- white house				
	Prepare and apply plastic emulsion paint (crown – silk vinyl) on walls internally (one coat)- new hostels	500	SM	200	
L			SM		

	Prepare and apply two coats first quality gloss oil paint on:	1600		80	
	General timber door surfaces				
N	Ditto Surfaces exceeding 200mm but not exceeding 300mm	210	SM	200	
O		300	LM	40	
	subtotal				
	VAT 14%				
	GRAND TOTAL				

NB: This bill of quantities has been made with the minimum rates(Engineer’s Estimate Kshs 3,000,000.00.)

CONTRACTOR

WITNESS

NAME.....

NAME.....

SIGNATURE.....

SIGNATURE.....

ADDRESS.....

ADDRESS.....

DATE & STAMP.....

DATE.....

Form of Tender

Date _____

Tender No. _____

To: The Kitale National Polytechnic,
P.O Box 2162,
KITALE

Gentlemen and/or Ladies:

1. In Accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct and complete such works and remedy any defects therein for the sum of kshs. _____ (amount in figures)

_____ (amount in words)
2. We undertake, if our Tender is accepted, to commence the Works as soon as its reasonably possible after the receipt of the Employer's Representative's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.
3. We agree to abide by this Tender for a period specified in Clause 2.13 of the Instruction to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 2018

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of: _____

_____ (Name of Tenderer)

_____ (Address of Tenderer)

Witness: Name: _____

Address: _____

Signature: _____

Contract Form

THIS AGREEMENT, made the _____ day of _____ 20 _____ between _____ of [or whose registered office is situated at] _____ (hereinafter called “the Employer”) of the one part AND _____ of [or whose registered office is situated at] _____ (hereinafter called “the Contractor”) of the other part.

WHEREAS THE Employer is desirous that the Contractor executes

_____ (*name and identification number of Contract*) (hereinafter called “the Works”) located at _____ [*Place/location of the Works*] and the Employer has accepted the tender submitted by the Contractor for the execution and completion of such Works and the remedying of any defects therein for the Contract Price of Kshs _____ [*Amount*] in _____ figures], Kenya Shillings _____ [*Amount in words*].

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.
 - (i) Letter of Acceptance
 - (ii) Form of Tender
 - (iii) Conditions of Contract Part I
 - (iv) Conditions of Contract Part II and Appendix to Conditions of Contract
 - (v) Specifications
 - (vi) Drawings
 - (vii) Priced Bills of Quantities
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or

such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

The common Seal of _____

Was hereunto affixed in the presence of _____

Signed Sealed, and Delivered by the said _____

Binding Signature of Employer _____

Binding Signature of Contractor _____

In the presence of (i) Name _____

Address _____

Signature _____

[ii] Name _____

Address _____

Signature _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

<p>Part 1 General</p> <p>Business Name</p> <p>Location of Business Premises</p> <p>Plot No..... Street/Road</p> <p>Postal address Tel No.</p> <p>Fax No. Email</p> <p>Nature of Business</p> <p>Registration Certificate No.....</p> <p>Maximum value of business which you can handle at any one time – Kshs.....</p> <p>Name of your bankers</p> <p>Branch</p>

	<p align="center">Part 2 (a) – Sole Proprietor</p> <p>Your name in full..... Age.....</p> <p>Nationality..... Country of Origin.....</p> <p>Citizenship details</p>																									
	<p align="center">Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 30%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 20%;">Citizenship details</th> <th style="width: 15%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
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1.																						
2.																						
3.																						
4.																						
	<p align="center">Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 30%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 20%;">Citizenship details</th> <th style="width: 15%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
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2.																						
3.																						
4.																						
	<p>Date..... Signature of Candidate.....</p>																									

TENDER SECURITY FORM

WHEREAS _____ (hereinafter called "the Tenderer") has submitted his tender dated _____ for the provisions of _____ (*name of Contract*)

KNOW ALL PEOPLE by these presents that WE _____ having our registered office at _____ (hereinafter called "the Bank" or "the Insurance Comany), are bound unto _____ (hereinafter called "the Procuring Entity") in the sum of **Kenya shillings** _____ (**Kshs.** _____) for which payment well and truly to be made to the said Procuring Entity, the Bank binds itself, its successors and assigns by these presents sealed with the Common Seal of the said (Bank or Insurance Company) this _____ Day of _____ 20_____

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity _____ specified in the instructions to tenderers

Or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during _____ the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

We undertake to pay to the Procuring Entity up to the above amount upon receipt of his first written demand, without the procuring Entity having to substantiate his demand, provided that in his demand the procuring Entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the said date.

[Date]
Company]

[Signature of the Bank or Insurance

[Witness]

[Seal]

PERFORMANCE SECURITY FORM

To:
[Name of procuring entity]

WHEREAS *[name of tenderer]* (Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. _____ *[reference number of the contract]* dated _____ 20____ to supply *[description of insurance services]* (Hereinafter called "the Contract")

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for a sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum of money within the limits of *[Amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20____

Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address]

[Date]

FORM OF WRITTEN POWER-OF-ATTORNEY

The Tenderer shall state here below the name(s) and address of his representative(s) who is/are authorized 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)

Alternate:

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

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

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

**To be filled by all Tenderers.*

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)