



**TENDER NO.CA/PROC/OT/28/2019/2020**

**TENDER FOR GENERAL REPAIR WORKS (STEEL FABRICATION AND  
GLAZING) AT CA CENTRE - *TENDER RESERVED TO PERSONS LIVING WITH  
DISABILITY***

**SUBMISSION DEADLINE:**

**WEDNESDAY 26<sup>TH</sup> FEBRUARY 2020 AT 10:30 AM**

**SITE VISIT:**

***13<sup>th</sup> February 2020 at 12:00 noon at CA Centre***

Director General  
Communications Authority of Kenya  
P.O Box 14448  
Westlands 00800  
**NAIROBI**  
**Tel: +254 703 042000**  
**Email: [tenders@ca.go.ke](mailto:tenders@ca.go.ke)**  
**Website: [www.ca.go.ke](http://www.ca.go.ke)**

## SECTION I

### INVITATION FOR TENDERS

**TENDER NO: (CA/PROC/OT/28/2019-2020)**

**TENDER NAME: TENDER FOR GENERAL REPAIR WORKS (STEEL FABRICATION AND GLAZING) AT CA CENTRE - *TENDER RESERVED TO PERSONS LIVING WITH DISABILITY***

- 1.1 The Communications Authority of Kenya (CA) is the regulatory authority for the ICT industry in Kenya with responsibilities in telecommunications, cyber security, e-commerce, broadcasting and postal/courier services. CA is also responsible for managing the country's numbering and frequency spectrum resources, administering the Universal Service Fund (USF) as well as safeguarding the interests of users of ICT services.

The Communications Authority of Kenya (CA) invites sealed tenders from eligible candidates for the provision of general Repair Works (Steel Fabrication and Glazing) at CA Centre.

- 1.2 This tender is reserved to Persons Living with Disability. Interested eligible candidates registered under NCA category 8 may obtain further information from and inspect the tender documents at the CA Centre on Waiyaki Way, Procurement Division, 2<sup>nd</sup> floor – Wing A, between 9am to 4pm, Monday to Friday excluding Public Holidays.

- 1.3 The tender document can be accessed and downloaded from the Authority's website <https://ca.go.ke/about-us/do-business-with-us/open-tenders/> or Public Procurement Information Portal (PIIP) supplier portal (<http://www.tenders.go.ke/website/tenders/index> *free of charge*).

The firms that download the document must arrange to forward their particulars/contacts to the Head of Procurement, Communications Authority of Kenya, through email address [tenders@ca.go.ke](mailto:tenders@ca.go.ke) before the closing date for records and for the purposes of receiving clarifications and/or addendum, if any. Additional information relating to this tender, if any, will be availed through the Authority's website and PIIP from time to time.

A complete tender document may also be obtained by interested candidates upon payment of a non-refundable fee of **Kshs.1,000**. The payment can be remitted through **Pay-Bill No.522522** and a receipt obtained from our Accounts office, located at the Ground Floor, CA Centre.

- 1.4 Prices quoted should be inclusive of all taxes, must be expressed in Kenya shillings and shall remain valid for a period of 150 days from the closing date of the tender.
- 1.5 Completed tender documents, in a plain sealed envelope marked; **CA/PROC/OT/28/2019-2020 "TENDER FOR GENERAL REPAIR WORKS (STEEL FABRICATION AND GLAZING) AT CA CENTRE** should be

deposited in the CA tender box on the ground floor of the CA Centre along Waiyaki Way **on or before Wednesday, 26<sup>th</sup> February 2020 at 10.30 a.m.**

Bidders are required to serialize all bid documents as per requirements of the Public Procurement and Asset Disposal Act (PPADA), 2015 clause 74(1)(i).

- 1.6 The Pre-tender Mandatory Site Visit shall be held on **13<sup>th</sup> February 2020 at 12:00 noon at CA Centre**
- 1.7 Tenders will be opened immediately thereafter on the Ground Floor, Meeting Room 2, in the presence of the tenderers representatives who choose to attend.

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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) copies of certificates of registration, and principal place of business;
  - (b) total monetary value of construction work performed for each of the last five years;
  - (c) experience in works of a similar nature and size for each of the last five years, and clients who may be contacted for further information on these contracts;
  - (d) major items of construction equipment owned;
  - (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
  - (f) reports on the financial standing of the Tenderer, such as profit and loss statements and auditor's reports for the last five years;
  - (g) authority to seek references from the Tenderer's bankers.
- 1.3 The Tenderer shall bear all costs associated with the preparation and submission of his tender, and 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.5,000/=
- 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 herebelow:-
- (a) These instructions to Tenderers

- (b) Form of Tender
  - (c) Conditions of Contract and Appendix to Conditions of Contract
  - (d) Specifications
  - (e) Drawings
  - (f) Bills of Quantities/Schedule of Rates (whichever is applicable)
  - (g) Other materials required to be filled and submitted in accordance with these Instructions and Conditions
- 2.2 The Tenderer shall examine all instructions, forms and specifications in the tender documents. Failure to furnish all information required by the tender documents may result in rejection of his tender.
- 2.3 A prospective Tenderer making inquiries of the tendering documents may notify 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/Schedule of Rates for lump-sum Contracts
  - (d) Any other materials required to be completed and submitted by Tenderers.
- 3.3 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities/Schedule of Rates. Items for which no rate or price is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of

Quantities/Schedule of Rates. All duties, taxes and other levies payable by the Contractor under the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the Tenderer.

- 3.4 The rates and prices quoted by the Tenderer shall not be subject to any adjustment during the performance of the Contract.
- 3.5 The unit rates and prices shall be in Kenya Shillings.
- 3.6 Tenders shall remain valid for a period of 60 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 authorized to sign on behalf of the Tenderer. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons signing the tender.
- 3.9 Clarification of tenders shall be requested by the tenderer to be received by the Authority not later than 7 days prior to the deadline for submission of tenders.
- 3.10 The Authority shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

#### **4. Submission of Tenders**

- 4.1 The tender duly filled and sealed in an envelope shall;-
  - (a) be addressed to 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 and such other details as may be considered appropriate, 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 be checked for any arithmetic errors. Errors will be corrected as follows:
  - (a) where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and
  - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer's representative, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.
  - (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities/Quotation, the amount as stated in the Form of Tender shall prevail.

- (d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the Corrected Builder's Work (i.e. corrected tender sum less P.C. and Provisional Sums).
  - (e) The Error Correction Factor shall be applied to all Builder's Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.
  - (f) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and with concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security forfeited.
- 5.5 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 5.6 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 5.7 Where contract price variation is allowed, the valuation shall not exceed 15% of the original contract price.
- 5.8 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.
- 5.9 Preference where allowed in the evaluation of tenders shall not exceed 15%
- 5.10 To assist in the examination, evaluation, and comparison of tenders, 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.
- 5.11 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.

## APPENDIX TO INSTRUCTIONS TO TENDERERS

INSTRUCTIONS TO TENDERERS REFERENCE CLAUSE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS									
1.1	<p><b>Definitions;</b></p> <p>“Employer” means Communications Authority of Kenya</p> <p>“Procuring Entity” means Communications Authority of Kenya</p>									
1.6	The Pre-tender Mandatory Site Visit shall be held on <b>13<sup>th</sup> February 2020 at 12:00 noon at CA Centre</b>									
3.2 b	No tender Security will be required									
3.2 e	Bidders to submit tender securing declaration form in the format provided for in the tender document									
3.6	Tender shall be valid for 150 days from date of tender opening or extended date of opening									
5.1	Tender Closes on Wednesday, <b>26<sup>th</sup> February, 2020 at 10:30 am</b>									
5.4	<b>Bidders should AVOID ARITHMETIC ERRORS. A bid with Arithmetic error(s) shall be disqualified</b>									
5.5	<p>The tenders submitted by the closing date shall be subjected to three (3) stages of the evaluation process, namely:</p> <ul style="list-style-type: none"> <li>i. Mandatory Evaluation Stage- Pass/ Fail Basis</li> <li>ii. Technical Capacity Evaluation- Pass/Fail Basis</li> <li>iii. Financial Evaluation- lowest evaluated bidder</li> </ul> <p><b>1. MANDATORY EVALUATION STAGE:</b></p> <p><b>Bidder shall be required to provide the following and the evaluation will be on Pass/Fail basis:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">NO.</th> <th style="text-align: center;">REQUIREMENTS</th> <th style="text-align: center;">Pass/Fail</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">MR1</td> <td>                     Must Submit copies of the following documents:                     <ul style="list-style-type: none"> <li>a) Copy of Certificate of Registration/Incorporation</li> <li>b) Copy of valid Tax Compliance Certificate</li> <li>c) Copy of valid AGPO certificate for persons living with disability</li> <li>d) Copy of CR12 Certificate indicating the names and Nationality of shareholders</li> </ul> </td> <td style="text-align: center;"></td> </tr> <tr> <td style="text-align: center;">MR2</td> <td>                     Copy of NCA 8” and above Certificate                     <ul style="list-style-type: none"> <li>a) General Building works</li> </ul> </td> <td style="text-align: center;"></td> </tr> </tbody> </table>	NO.	REQUIREMENTS	Pass/Fail	MR1	Must Submit copies of the following documents: <ul style="list-style-type: none"> <li>a) Copy of Certificate of Registration/Incorporation</li> <li>b) Copy of valid Tax Compliance Certificate</li> <li>c) Copy of valid AGPO certificate for persons living with disability</li> <li>d) Copy of CR12 Certificate indicating the names and Nationality of shareholders</li> </ul>		MR2	Copy of NCA 8” and above Certificate <ul style="list-style-type: none"> <li>a) General Building works</li> </ul>	
NO.	REQUIREMENTS	Pass/Fail								
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MR2	Copy of NCA 8” and above Certificate <ul style="list-style-type: none"> <li>a) General Building works</li> </ul>									

MR3	Copy of signed Pre-tender Site Visit Certificate	
MR5	Dully filled, signed and stamped Tender Securing Declaration form (in the format provided)	
MR6	Power of Attorney to sign this tender	
MR7	Dully filled, signed and stamped Form of Tender	
MR8	Dully filled, signed and stamped confidential Business Questionnaire in the format provided herein	

Failure to submit any of the above requirements will lead to disqualification. Only firms that pass at the mandatory stage will proceed to the technical capacity evaluation stage.

## 2. TECHNICAL CAPACITY EVALUATION

The bidders that will qualify at the mandatory evaluation stage shall be subjected to the mandatory technical capacity evaluation. Failure to meet any of the requirements will lead to disqualification at this stage.

Evaluation Criteria	Requirements	Proof	Pass/Fail
<b>Experience of the Firm</b>	Bidders should have executed at least (two) contracts/orders of similar nature in the last five (5) year	Bidders must submit 1. Two copies of LPOs /contracts 2. Two Practical completion certificates for the LPOs/contracts attached in No. 1 3. Recommendation Letters from clients for the two LPOs attached in No.1	
<b>Education Qualification</b>	Experience and Degree/Diploma in Building Works or Construction related field for: <b>Director</b>	Attach: 1. Signed CV 2. Copy of relevant certificate(s)	
	Experience and Diploma/ Artisan Certificate in Building Works or Construction related field for: <b>Foreman</b>	Attach: 1. Signed CV 2. Copy of relevant certificate(s)	

	Experience and Artisan/Craft Certificate in welding and fabrication one field officer/Craft person	Attach: 1. Signed CV 2. Copy of relevant certificate(s)	
<b>Remarks</b>			
<p>Failure to meet any of the above requirements will lead to disqualification. Only firms that pass at the technical capacity evaluation stage will proceed to the Financial evaluation stage</p> <p><b>3. FINANCIAL EVALUATION STAGE</b></p> <p>The bids that qualify at the technical capacity evaluation stage will be subjected to financial evaluation. A bidder with the lowest evaluated price will be considered for award of the tender.</p> <ul style="list-style-type: none"> <li><b>i. Bids with arithmetic errors shall be disqualified at the financial evaluation stage.</b></li> <li><b>ii. The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way as per guidance from (PPADA, Section 82)</b></li> <li><b>iii. The tender sum to be carried to the form must be inclusive of applicable taxes and must not include the contingency sum.</b></li> <li><b>iv. The Authority may prior to award of tender carry out due diligence to determine to its satisfaction whether the successful bidder qualifies to perform the terms of contract under this tender.</b></li> </ul>			
6.5	Performance security not required		
14	<b>Advance and interim payment not allowed.</b> Payment will be done upon attainment of practical completion of the works certified by the Inspection and Acceptance Committee.		
18.1 (e)	Unnecessary delays of the works shall lead to termination of the contract.		

## SECTION III - CONDITIONS OF CONTRACT

### 1. Definitions

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

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

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

**“The Completion Date”** means the date of completion of the Works as certified by 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 or Schedule of Rates [whichever is applicable]

## **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 Any thing 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 Conditions of Contract.
- 11.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by 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/Schedule of Rates**

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

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

### 13 Variations

- 13.1 The Contractor shall provide 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/Schedule of Rates, the rate in the Bill of Quantities/Schedule of Rates shall be used to calculate the value of the variation. If the nature of the Work in the variation does not correspond with items in the Bill of Quantities/Schedule of Rates, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.
- 13.3 If the Contractor's quotation is unreasonable, 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 Schedule of Rates.
- (i) Advance payment \_\_\_\_\_ (*percent of Contract Price, [after Contract execution] to be inserted by the Employer*).
  - (ii) First stage (*define stage*) \_\_\_\_\_
  - (iii) Second stage (*define stage*) \_\_\_\_\_
  - (iv) Third stage (*define stage*) \_\_\_\_\_
  - (v) After defects liability period .
- 14.2 Upon deciding that Works included in a particular stage are complete, the Contractor shall submit to 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 30 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.

## APPENDIX TO CONDITIONS OF CONTRACT

THE EMPLOYER IS

Name: **Communications Authority of Kenya**

Address: **Communications Authority of Kenya**  
**Waiyaki Way**  
**P.O. Box 14448**  
**WESTLANDS, 00800**  
**Nairobi, Kenya**  
**Tel:+254 20 4242000**

Name of Employer's Representative: **Director/Human Capital and Administration**

The name (and identification number) of the Contract is **CA/PROC/OT/28 /2019/2020**

The Works consist of **General Repair Works (Steel Fabrication and Glazing) at CA Centre**

The Start Date shall be **the date of the site handover**

The Intended Completion Date for Works shall **not exceed ten (10) weeks**

The Site Possession Date shall be **communicated by the Employer**

---

The Site is located at Employer's headquarter building and is defined in drawings.

The Defects Liability Period is \_\_\_\_\_N/A\_\_\_\_\_ months.

Tender Security is not required however the tender security declaration form in the format provided must be filled.

The tender opening date and time is **10:30am Kenyan Time on the 26<sup>th</sup> February 2020.**

The performance security is not required

Advance payment is not applicable

Payment shall be made after completion of the works.

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

No	Description	Unit	Qty	Cost (Kshs.)
	<b>Preliminaries</b>			
I	Allow for provision of all applicable licenses, permits and approvals including but not limited to County Govt. NEEMA, NCA, inclusive of hording site	<b>Item</b>		
II	Contractors Compliance with the Occupational Health and Safety Act 2007 revised in 2010 (OSHA). All workers are expected to be in company-branded safety construction uniform	<b>Item</b>		
III	Security of material on site is the responsibility of the contractor	<b>Item</b>		
IV	Contractor to provide samples for approval before purchase items as will be instructed. Strict adherence to the BS/Kebs code should be observed	<b>Item</b>		
V	Contractor to clear away from site on completion and leave it spotless with no debris to satisfaction of the client	<b>Item</b>		
VI	Contractor is expected ask questions pertaining the works and perform own measurement of quantities in sections not clearly understood during site visit to assist in accurate bidding	<b>Info</b>		



No	Description	Unit	Qty	Cost (Kshs.)
VII	The quantities and the nature of work indicated are provisional. The actual work done shall be ascertained, valued and adjustments made accordingly. The Contractor shall note that all salvage materials shall be the property of the Client. The Contractor shall therefore carefully remove all components and set them aside for the Client to collect and store for re-use.	<b>Info</b>		

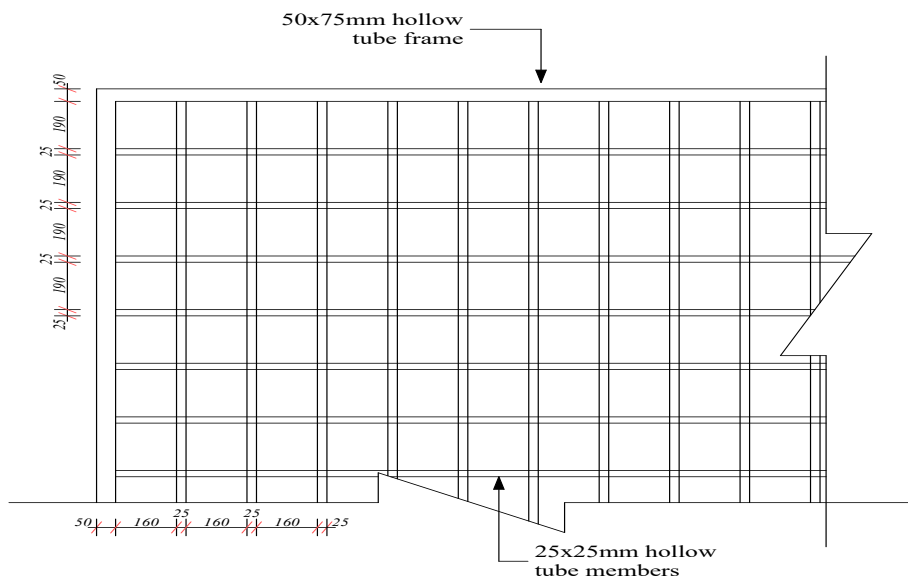
Description	Unit	Qty	Unit Cost (Kshs)	Total Cost (Kshs)
<b>CSE OFFICES</b>				
<b><u>Managers' offices</u></b>				
Demolish tiled walls to create window opening.	M <sup>2</sup>	4		
Careful execute masonry repairs in the window opening in preparation for new window.	Item			
Fabricate, supply & install aluminum fixed glazed windows of 6mm thick glass Pattern and tint to match existing.	M <sup>2</sup>	4		
Allow for painting & masonry repairs and making good after working on disturbed areas.	Item			
<b><u>MONITORING ROOM</u></b>				
Careful dismantling of fixed glass windows and keep safe for client's use	M <sup>2</sup>	10		
Careful dismantling of curtain blinds and reconstruction of it after fitting of new windows.	M <sup>2</sup>	10		
Fabricate, supply and install aluminum framed 6 mm thick glazed windows including all fittings and iron mongery. Pattern to match others in the building. Please refer to drawing/sketch here in attached for details.	No	2		

Description	Unit	Qty	Unit Cost (Kshs)	Total Cost (Kshs)
Repair the aluminum framed glazed sliding door at entrance to make it slide smoothly	Item			
<b>1<sup>st</sup> floor lobby to Procurement store/washrooms</b>				
Careful demolish porcelain wall tiles and keep safe for re use.	M <sup>2</sup>	6		
Using suitable adhesive, Construct porcelain tiles on wall to match existing.	M <sup>2</sup>	6		
<b>MEETING ROOM 4</b>				
Careful dismantling of fixed glass windows and keep safe for client's use	M <sup>2</sup>	20		
Fabricate, supply and install aluminum framed 6 mm thick glazed windows including all fittings and iron mongery. Pattern to match others in the building. Please refer to drawing/sketch here in attached for details.	No	4		
<b>GENERATOR ROOM</b>				
Demolish precast cement vents to create opening.	M <sup>2</sup>	13		
Masonry repairs to make good after demolition.	Item			
Fabricate, supply and install steel burglarproof grills. Grills to be primed by rust resistance coat before spray paint. Please refer to drawing/sketch for details	M <sup>2</sup>	13		
Spray paint all the steel grills and metal doors as appropriate.	Item			
Faults find and rectify the electrical shot within the genset room.	Item			
Prepare wall and apply 3 coats of silk vinyl paint on wall and ceiling in the genset room	Item			
To attain clean surface, allow for manually grinding the terrazzo floor with smooth stones & polishing on the generator room floor.	Item			
Allow for masonry & Granite wall tile repair as physically shown on site.	Item			
Allow for cabro pavement repairs at parking adjacent to the genset/kitchen area	Item			
Construct a storm water drainage manhole of size: 2ftx2ftx1 ½ ft. deep and service with a 100mm Diameter pvc drainage pipe to adjust open storm drain channel. Works to include steel grill cover of 20mm Diameter spaced at 50mm one side.	Item			
<b>Resource Centre &amp; Lift Cage</b>				
Replace 6mm Thick cracked glass at the Lift Cage to match existing	M <sup>2</sup>	3		

<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Unit Cost (Kshs)</b>	<b>Total Cost (Kshs)</b>
Replace cracked 4mm thick glass panel at the Resource Centre sliding window to match existing	M <sup>2</sup>	4		
Repair curtain blinds at the Resource Centre	Item			
Allow for attendance to the sliding windows to enable smooth operation	Item			
<b>CAFETERIA</b>				
Allow for repair and general attendance to cafeteria/lounge glass door to make good	Item			
<b>HCA/CTMA</b>				
Allow for repair and general attendance to 2 No. Glass doors linking CTMA and HCA. Works to include adjustment to make the doors open smoothly and installation of hydraulic door closers.	Item			
<b>THE WHOLE BUILDING</b>				
Replace broken/missing aluminum window catches within the building	No	60		
<b>AVR ROOMS</b>				
Construct a 100mm thick partition wall made of gypsum boards 6mm thick glass in aluminum frame double leaf door including all iron mongery.	M <sup>2</sup>	30		
Prepare and paint walls in 3 coats of silk vinyl paint as directed on site	M <sup>2</sup>	60		
Ditto in ceiling paint	M <sup>2</sup>	40		
Ditto in weather guard paint	M <sup>2</sup>	45		
<b>FSM EQUIPMENT ROOM</b>				
Construct 75mm thick double paneled mdf boards partition complete with alluminium frames and 6mm thick glazing to match existing	M <sup>2</sup>	17		
Allow for mdf door complete with lock, door closer and all iron mongery to match existing.	No	1		
Allow for cutting and inclusion of 6mm thick view glass of size 1100mmx1500mm or there about in the middle of the partition or as directed on site	Item	Item		
Allow a prime cost sum of Kshs 250,000.00 for relocation of one unit air condition, ceiling type as directed on site. Works to include all piping works; repairs needed after dismounting and all electrical and data work 6 new power sockets.	Sum	Sum		250,000.00
Supply and install and replace acoustic ceiling boards with gypsum acoustic panels	M <sup>2</sup>	17		
<b>CONTAINER STORES</b>				
Allow for fabrication and installation of steel burglar proofing grills to all the windows on in the container stores at CA Centre and Kahawa station. Please refer to sketch for details. Works to include priming and oil paint as appropriate.	M <sup>2</sup>	32		

Description	Unit	Qty	Unit Cost (Kshs)	Total Cost (Kshs)
<b>ATU OFFICES</b>				
Cut and dispose off one palm tree together with its suckers. Works to include uprooting the roots and getting all necessary permits.	Item			
<b>Total carried to Form of Tender</b>				
Allow for contingency, to be expended upon client written approval ( <i>NOT to be carried to form of tender</i> )	Sum			150,000.00

## II DRAWINGS



**typical steel burglar proofing grill partition**

### SECTION V

### STANDARD FORMS

#### List of Standard Forms

#### Form of Tender

- (ii) Letter of Acceptance**
- (iii) Form of Agreement**
- (iv) Tender Securing Declaration Form**
- (v) Anti Corruption Declaration Form**
- (vi) Qualification Information**
- (vii) Tender Questionnaire**
- (viii) Confidential Business Questionnaire**
- (ix) Request for Review Form**
- (x) Details of Sub-Contractors**

**FORM OF TENDER**

TO: \_\_\_\_\_ [Name of Employer)

\_\_\_\_\_ [Date]

\_\_\_\_\_ [Name of Contract]

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities/Schedule of Rates for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of Kshs. \_\_\_\_\_ [Amount in figures]Kenya

Shillings \_\_\_\_\_  
\_\_\_\_\_ [Amount in words]

2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of 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 until \_\_\_\_\_ [Insert date], and it shall remain binding upon us and may be accepted at any time before that date.

4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_

Duly authorized to sign tenders for and on behalf of \_\_\_\_\_ [Name of Tenderer]

of \_\_\_\_\_ [Address of Tenderer]

Witness; Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

(Amend accordingly if provided by Insurance Company)

**LETTER OF ACCEPTANCE**  
**[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 .....

Attachment : Agreement

## FORM OF AGREEMENT

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/Priced Schedule of Rates [whichever is applicable]
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 \_\_\_\_\_

## QUALIFICATION INFORMATION

### 1. Individual Tenderers or Individual Members of Joint Ventures

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

Place of registration: \_\_\_\_\_

Principal place of business \_\_\_\_\_

Power of attorney of signatory of tender \_\_\_\_\_

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

Year	Volume	
	Currency	Value

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

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**2 Joint Ventures**

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

2.1 The information required in 1.11 above shall be provided for the joint venture.

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

**ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE**

**(Section 62 PPADA, 2015)**

I/We/Messrs.....

of Street, Building, P O Box.....

.....

Contact/Phone/E mail.....

I/We .....

declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender name.....

Tender No .....for or in the subsequent performance of the contract if I/We am/are successful.

Authorized

Signature.....

Name and Title of Signatory.....

## TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of tenderer;  
.....
2. Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below);  
.....
3. Telephone number (s) of tenderer;  
.....
4. Telex of tenderer;  
.....
5. Name of tenderer's representative to be contacted on matters of the tender during the tender period;  
.....
6. Details of tenderer's nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone, telex);  
.....  
.....

\_\_\_\_\_  
Signature of Tenderer

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

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

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

*Part 1 – General*

Business Name .....

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

Plot No..... Street/Road .....

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

Nature of Business.....

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

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

Name of your bankers.....

Branch.....

*Part 2 (a) – Sole Proprietor*

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

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

Citizenship details .....

*Part 2 (b) – Partnership*

*Give details of partners as follows:*

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

**MANDATORY PRE- BID SITE VISIT DECLARATION FORM**

I/We.....

of..... Do

hereby declare that I/We have visited the site in the company of the Authority's representative and

fully understand the scope, terrain and site conditions and sequence of the works which will make us

provide an informed bid.

**TENDERER**

Name..... Signed.....

Date ..... Tel no. ....

**COMMUNICATIONS AUTHORITY OF KENYA**

Name..... Signed.....

Date .....



**DETAILS OF SUB-CONTRACTORS**

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

Failure to comply with this requirement may invalidate the tender.

(1) Portion of Works to be sublet: .....

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

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

(2) Portion of Works to sublet: .....

(i) Full name of sub-contractor and address of head office: .....

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

\_\_\_\_\_  
[Signature of Tenderer]

\_\_\_\_\_  
Date

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_

\_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

*(FULL PARTICULARS)* \_\_\_\_\_

\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

**FORM RB 1**

**REPUBLIC OF KENYA  
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

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

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

**REQUEST FOR REVIEW**

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

- 1.
  - 2.
- etc.

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

- 1.
  - 2.
- etc

SIGNED .....(Applicant)

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

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**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on .....  
day of .....20.....

SIGNED  
Board Secretary