



REPUBLIC OF KENYA

**MINISTRY OF TRANSPORT, INFRASTRUCTURE, HOUSING AND
URBAN DEVELOPMENT**

STATE DEPARTMENT FOR HOUSING AND URBAN DEVELOPMENT

CIVIL SERVANTS HOUSING SCHEME

P.O. BOX 30119 – 00100

NAIROBI TEL:

020-2713833

TENDER FOR

**PROPOSED REPAIRS AND REDECORATION OF 70 NO. ONE BEDROOM
APARTMENTS ON LG 1605 IN SHAURI MOYO – NAIROBI COUNTY**

TENDER NO. MTIHU/HUD/CSHS/43/2018-2019

**The Principal Secretary
Ministry of Transport, Infrastructure, Housing & Urban Development
State Department for Housing & Urban Development
P.O. Box 30119-00100
Nairobi – Kenya**

May, 2019

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**MINISTRY OF TRANSPORT, INFRASTRUCTURE, HOUSING & URBAN
DEVELOPMENT**

STATE DEPARTMENT FOR HOUSING & URBAN DEVELOPMENT

**PROPOSED REPAIRS AND REDECORATION OF 70 NO. ONE BEDROOM
APARTMENTS ON LG 1605 IN SHAURI MOYO – NAIROBI COUNTY**

BILLS OF QUANTITIES

TECHNICAL PROPOSAL

**Supplied as part of the Contract for the proposed repairs and redecoration of 70 No.
one bedroom apartments on LG 1605 in Shauri Moyo – Nairobi County.**

Issued by:

The Principal Secretary
State Department for Housing & Urban Development
Ministry of Transport, Infrastructure, Housing & Urban Development
State Department of Housing & Urban Development
PO Box 30119 – 00100
NAIROBI

The Contract for the above works entered into on the day of
2017 by the undersigned parties refers to these Bills of Quantities and the Ministry of Roads and
Public Works General Specification dated 1976 (together with any amendments thereto issued
since the date of publication) both of which will be read and construed as part of the contract.

.....
CONTRACTOR

.....
**PRINCIPAL SECRETARY
STATE DEPARTMENT FOR HOUSING &
URBAN DEVELOPMENT**

DATE
SPECIAL NOTES

DATE

The Contractor is required to check the numbers of the pages of these Bills of Quantities against the contents stated on the Table of Contents and should he find any missing, in duplicate or indistinct, he must inform the Project Manager as described in this document at once and have the same rectified.

Should the Contractor be in doubt about the precise meaning of any item or figure for any reason whatsoever, he must inform the Project Manager in order that the correct meaning may be decided before the date for submission of tenders.

No liability will be accepted nor any claim allowed in respect of errors in the contractor's tender due to mistakes in these Bills of Quantities which should have been rectified in the manner described above.

SECTION A - INSTRUCTIONS/GENERAL INFORMATION TO TENDERERS

Ministry of Transport, Infrastructure, Housing and Urban Development has allocated funds towards cost of **the proposed repairs and redecoration of 70 No. one bedroom apartments on LG 1605 in Shauri Moyo – Nairobi County**. The Ministry now invites tenders from selected pre-qualified contractors to carry out the works as per attached bills of quantities.

1.0 TENDER EVALUATION CRITERIA

After tender opening, the tenders will be evaluated in **4 stages**, namely:

- i. Preliminary examination;
- ii. Technical evaluation;
- iii. Financial Evaluation; and
- iv. Recommendation for Award.

1: PRELIMINARY EXAMINATION

i. Preliminary evaluation to open tenders

This stage of evaluation shall involve examination of the pre-qualification conditions as set out in the Tender Advertisement Notice or Letter of Invitation to Tender and any other conditions stated in the bid document.

Tenders shall be subjected to a preliminary evaluation to determine whether:-

- a. The tender has been submitted in the required format as per the advertisement and tender instructions
- b. The tender has been signed by the persons lawfully authorized to do so (Signed and stamped form of tender);
- c. The required number of copies of the tender has been submitted as per the advertisement and tender instructions.
- d. The tender is valid for the period required.

ii. Mandatory /Statutory requirements

These conditions may include the following:

The tenderers must attach the following:

- i. Copy of certificate of incorporation/ registration;
- ii. Copy of valid certificate of registration with National Construction Authority (NCA 6, 7 and 8);
- iii. Copy of NCA Current Practicing License;
- iv. Copy of PIN & VAT certificates;
- v. Copy of valid Tax Compliance Certificate;
- vi. Dully filled and signed confidential business questionnaire
- vii. Bid security of Kshs. 100,000.00

NOTE: The employer may seek further clarification/confirmation with relevant bodies/institutions if necessary, to confirm authenticity/compliance of any of the information provided by the tenderer.

The tenderers who do not satisfy any of the above requirements shall be considered **Non-Responsive** and their tenders will not be evaluated further

iii. Details Technical Examination

Tenders shall be examined based on Instruction to Tenderers which states as follows “In accordance to instruction to tenders, the tenderers shall be required to prove evidence eligibility of award of the tender by satisfying the Employer of their eligibility and adequacy of resources to effectively carry out the subject contract. The Tenderer shall be required to fill the standard forms provided for the purpose providing the required information. The tenderer may attach the required information, if they so desire”

1.2: TECHNICAL EVALUATION

A) Assessment for eligibility

The tender document shall be examined as follows:

The award of points for the STANDARD FORMS considered in this section shall be as shown below

<u>PARAMETER</u>	<u>MAXIMUM POINTS</u>
(i) Tender Questionnaire -----	5
(ii) Key personnel -----	20
(iii) Contract Completed in the last Five (5) years -----	15
(iv) Schedules of on-going projects -----	8
(v) Schedules of contractors equipment -----	20
(vi) Audited Financial Report for the last 3 years -----	10
(vii) Evidence of Financial Resources -----	15
(viii) Name, Address and Telephone of Banks (Contractor to provide) 5	
(ix) Litigation History -----	2
TOTAL	<u>100</u>

The detailed scoring plan shall be as shown in table 1 below: -

TABLE 1: Assessment for Eligibility

Item	Description	Point Scored	Max. Point	
i.	Tender Questionnaire Form <ul style="list-style-type: none"> · Completely filled ----- ----- 5 · Not filled ----- ----- 0 		5	
ii	Key Personnel (Attach evidence)		20	
	Director of the firm <ul style="list-style-type: none"> · Holder of degree in relevant Engineering field ----- ----- 6 · Holder of diploma in relevant Engineering field ----- ----- 5 · Holder of certificate in relevant Engineering field----- ----- 3 · Holder of trade test certificate in relevant Engineering field -----2 · No relevant certificate ----- ---- 1 			6
	At least 1No. degree/diploma holder of key personnel in relevant field <ul style="list-style-type: none"> · With over 10 years relevant experience ----- - 6 · With over 5 years relevant experience----- -- 4 · With under 5 years relevant experience ----- - 2 			6
	At least 1No certificate holder of key personnel in relevant field <ul style="list-style-type: none"> · With over 10 years relevant experience----- - 4 · With over 5 years relevant experience ----- -- 3 · With under 5 years relevant experience ----- --1 			4
	At least 2No artisan (trade test certificate in relevant field) <ul style="list-style-type: none"> · Artisan with over 10 years relevant experience ----- ----- 2 			4

	<ul style="list-style-type: none"> ✓ Artisan with under 10 years relevant experience ----- ----- 1 ✓ Non skilled worker with over 10 years relevant experience ----- ----- 1 			
iii	<p>Contract completed in the last five (5) years (Max of 5No. Projects)- <u>Provide Evidence</u></p> <ul style="list-style-type: none"> ✓ Project of similar nature, complexity or magnitude ----- ----- 4 ✓ Project of similar nature but of lower value than the one in consideration ----- ----- 3 ✓ No completed project of similar nature ----- -0 			20

iv	On-going projects – <u>Provide Evidence</u> <ul style="list-style-type: none"> · No Project of similar nature, complexity and magnitude - ----- 8 · Three and below Projects of similar, nature complexity and magnitude -----6 · Four and above Projects of similar nature, complexity and magnitude ----- 4 		8
v	Schedule of contractors equipment and transport (proof or evidence of ownership/Lease) a)Relevant Transport <ul style="list-style-type: none"> · Means of transport (Vehicle) ----- - 10 · No means of transport ----- --- 0 b)Relevant Equipment <ul style="list-style-type: none"> · Has relevant equipment for work being tendered ----- ----- 10 · No relevant equipment for work being tendered ----- ----- 0 	10	20
vi	Financial report a)Audited financial report (last three (3) years) <ul style="list-style-type: none"> · Average Annual Turn-over equal to or greater than the cost of the project ----- ----- 10 · Average Annual Turn-over above 50% but below 100% of the cost of the project ----- ----- 6 · Average Annual Turn-over below 50% of the cost of the project ----- ----- 3 		10
	b)Evidence of Financial Resources (cash in hand, lines of credit, over draft facility etc) <ul style="list-style-type: none"> · Has financial resources to finance the projected monthly cash flow* for three months ----- ---15 · Has financial resources equal to the projected monthly cash flow*----- -----10 		15

	<ul style="list-style-type: none"> · Has financial resources less the projected monthly cash flow*-----5 · Has not indicated sources of financial resources ----- 0 		
vii	Litigation History <ul style="list-style-type: none"> · Duly Filled ----- 2 · Not filled ----- 0 		2
	TOTAL		100

Any bidder who scores 60 points and above shall be considered for further evaluation

**Monthly Cash Flow = Tender Sum/Contract Period*

B) Compliance with Specialist Works Specifications

In this section, the bid will be analyzed to determine compliance with General and Particular technical specifications for the works as indicated in the tender document. The tenderer shall fill in the Technical Schedule as specified in the tender document for Equipment and Items indicating the Country of Origin, Model/Make/Manufacturer of the Item/Equipment they propose to supply.

The tenderer shall also submit relevant technical brochures/catalogues with the tender document, highlighting the catalogue Numbers of the proposed items. Such brochures/catalogues should indicate comprehensive relevant data of the proposed equipment/items which should include but not limited to the following:

- a) Standards of manufacture;
- b) Performance ratings/characteristics;
- c) Material of manufacture;
- d) Electrical power ratings; and
- e) Any other necessary requirements (Specify).

Following the above analyses, where the proposed equipment is found not to conform to the stipulated specifications, the tender will be deemed Non-Responsive and will not be evaluated further.

C) Assessment of deviations

Pursuant to section 64 of the Act, a tender is deemed responsive if it conforms to all the mandatory requirements and it does not contain major deviations. Section 23.2 of the instruction to tenderers, defines major deviations as

- a) One that affects in a substantial way the scope, quality, completion timing, administration of works to be undertaken by the tenderer under the contract, inconsistent with the tender document; or
- b) Which limits in any substantial way the rights of the employer or the tenderers obligations; or
- c) Whose rectification would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders.

Where the deviations are minor in the view of the tender evaluation committee, with the concurrence of the procuring entity representative, the committee shall quantify such deviations pursuant to section 64 (3) of the Act which requires that a minor deviation shall:

- a) Be quantified to the extent possible; and
- b) Be taken into account in the evaluation and comparison of tenders.

Where the deviation in the view of the tender committee with the concurrence of the procuring entity representative is major, the tender shall be deemed non-responsive and will not be evaluated further;

TABLE 2: Assessment of Deviations

Item	Does the Deviation Substantively Affect the following:	YES	NO
1	Scope of the Works or Services to be delivered		
2	Quality of the Works or Services to be delivered		
3	Completion Timing		
4	Administration of the Works		
5	Consistency with the tender document		
6	Rights of the Employer in a negative manner		
7	Limit the Tenderer's Obligation		
8	Affect unfairly the competitive position of other tenderers		
	COMMENT		

Any bidder who OBTAINS A YES in the above table shall be considered **NON RESPONSIVE** and shall not be evaluated further.

1.3: FINANCIAL EVALUATION

Bids that pass the Technical Evaluation shall be subjected to the Financial Evaluation in two stages, as follows: -

- (1) Tender Sums; and
- (2) Tender Rates and arithmetic Errors.

1.3.1.1 Tender Sums

1.3.1.2 Working mean:

The average of the submitted responsive tender sums will be worked out. Any tender that is 10% lower or higher than the average shall be eliminated from calculating the working mean.

1.3.1.3 Working mean calculation:

- a) The average of all bids not eliminated above shall be calculated.
- b) The working mean shall be half the sum of (a) above and the engineer's estimate.
- c) Bids found to be +10% of this mean shall be considered too expensive, therefore not competitive and financially non responsive. They will not be considered for further evaluation.

1.3.2 Tender Rates

1.3.2.1 Material deviation, Market prices and Consistency of rates

Evaluation of the tender rates will constitute examination of:

- 1.3.2.2 Pricing consistency (same rates for similar items, price distribution amongst sections, etc);
- 1.3.2.3 Reasonableness of pricing (comparison with prevailing market levels, inclusion of taxes [VAT, etc] in the rates); and
- 1.3.2.4 Arithmetic errors.

The bidders who pass the test of price consistency and reasonableness, and accept their arithmetic errors (if any) shall finally be graded in terms of their submitted tender sums. The lowest bid in this group shall be the lowest evaluated price.

NOTE ;

- i) The tenderer shall fill in rates and prices for all items of the works described in the Bills of Quantities. Items for which no rate or price is entered by the tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bills of Quantities.
- ii) All duties, taxes, and other levies payable by the Contractor under the Contract or for any other cause relevant to the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the tenderer.
- iii) The unit rates and prices shall be in Kenya Shillings.
- iv) Tenders shall remain valid for 90 days after the submission date. During this period, the contractor is expected to keep available personnel and equipment for the assignment. The Client will make his best effort to complete award of the tender within this period.

The bidders who pass the test of price consistency and reasonableness, and accept their arithmetic errors (if any) shall finally be graded in terms of their submitted tender sums. The lowest bid in this group shall be the lowest evaluated price.

1.4 RECOMMENDATION FOR AWARD

The successful bidder shall be the tenderer with the lowest evaluated tender price.

2.0 SUBMISSION, RECEIPT AND OPENING OF TENDERS

2.2 The contractor will submit the original and copy of the tender document. Each tender shall be clearly marked "ORIGINAL" or "COPY" appropriately whichever the case may be. In case of any discrepancy (ies) between original and copy, the original shall prevail.

The original and copy of the tender document shall be put in sealed envelope which shall bear the submission address and be clearly marked with the words, "DO NOT OPEN EXCEPT IN PRESENCE OF THE TENDER EVALUATION COMMITTEE".

2.3 Duly completed tender document must be delivered in accordance with the instructions contained in the information to tenderers under paragraph 5.0

2.4 After the deadline for the submission of the proposals, the tender shall be opened immediately by the Client appointed Tender Evaluation Committee. The tenders shall be evaluated, marks awarded and ranked accordingly.

2.5 The lowest responsive Contractor will be awarded the tender.

3.0 AWARD OF CONTRACT

a) The negotiations will conclude with a review of a draft form of contract and conditions of engagement to be signed. To mark conclusion of negotiation, the client and the selected contractor will sign the agreed Contract.

b) After the contract is awarded the Client will notify other tenderers who had responded to the tender that they were unsuccessful.

4.0 CONFIDENTIALITY

Information relating to evaluation of tenders and recommendations concerning awards shall not be disclosed to the contractors who submitted their proposals or to other persons not officially concerned with the process, until the winning tenderer has been notified and has been awarded the contract.

5.0 OTHER INFORMATION TO TENDERERS

The following information is issued by the Client:

5.1 Definitions

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

(a) “CSHSD” is the abbreviation of Civil Servants Housing Scheme Department in the Ministry of Transport, Infrastructure, Housing and Urban Development and is the

Department for whom the services are rendered in this Contract. The department will supervise the contract.

(b) “The Contract” means the Agreement entered into between the Government 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.

(c) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.

(d) “The Services” means all the duties, which the tenderer is required to provide to the Government under the Contract.

(e) “The tenderer” means the individual or firm providing the Services under the Contract.

5.2 Standards

The service provided under this Contract shall conform to the standards mentioned in the Scope of Works.

5.3 Use of Contract Documents and Information

a) The Tenderer shall not, without the Government’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Ministry in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

b) The tenderer shall not, without Government’s prior written consent, make use of any document or information enumerated in paragraph 5.3(a) above.

c) Any document, other than the Contract itself, issued in connection with this tender shall remain the property of the Government and shall be returned (all copies) on completion of the Tenderer’s performance under the Contract if so required by Government.

5.4 Tender Documents

a) The tenderer should retain one set for his records and return the other set in accordance with the instructions to tenderers.

b) The tenderer is required to check the number of pages of the documents accompanying the form of tender. Should he/she find any missing or any figure indistinct, or should he be in doubt about the precise meaning of any item or figure, for any reason whatsoever, he/she must inform the tender issuing office at once and have the matter rectified as required, before the final date for the submission of tenders.

- c) The tenderer's signature to this document and to all other documents, as required, which accompany the Form of Tender, shall indicate that he fully understands their contents and that he accepts all the conditions stated or implied therein.
- d) The Form of Tender must be properly signed in ink, dated and witnessed and must accompany any other documents concerned with the tender.
- e) Any tender received later than the appointed time and date, irrespective of the cause of the delay, would be rejected.

5.5 Communication

- a) There shall be no verbal variations in regard to a tender once submitted. Should an error be made, it may be corrected in writing before the closing date and should be submitted in a plain sealed envelope. No amendments will be entertained after the closing date.
- b) All correspondence with tenderers will be sent to the address shown below.

5.6 Liability

No liability will be admitted nor claim allowed for error in the tender owing to mistakes in those documents, which should have been rectified in the manner described above.

5.7 Validity

Tenders shall remain valid for at least 90 days from the final date of acceptance, but this date may be extended by mutual consent. No tender may be withdrawn during this period.

5.8 Acceptance/Rejection

The Government reserves the right to accept or reject any tender either wholly or in part and does not bind itself to accept the lowest or any tender or to give reasons for rejection.

5.9 Successful Tenderer

A letter of acceptance will be sent to the successful tenderer in respect of the whole or that part of this tender, which has been accepted, within the validity period. Unsuccessful tenderers will also be notified at the same time.

5.10 Advance Payment

Contractors wishing to be considered for an advance payment in order to fast track execution of the works will be required to apply for the same in writing and submit a bank guarantee of an equivalent amount from a reputable bank acceptable to the employer.

5.11 The Name of the Client is the;

Principal Secretary, State Department for Housing and Urban Development,

Ministry of Transport, Infrastructure, Housing and Urban Development.

The method of selection of Contractor is Selective Procurement Procedures and Quality Based Selection based on the evaluation of Proposals submitted.

5.12 The Name of the Project Manager is the office of: -

The Director, Civil Servant Housing Scheme Department
Ministry of Transport, Infrastructure, Housing and Urban Development
P O Box 30119 – 00100 GPO

NAIROBI

5.13 Site Visits

The contactors are advised to make site visit but with a prior arrangement with the client representatives.

5.14 Name and contact for purpose of this submission:-

The name, address and telephone contacts of the Project Manager for the purposes of this submission and for the purpose of any clarification is:

The Director, Civil Servant Housing Scheme Department
Ministry of Transport, Infrastructure, Housing and Urban Development
P O Box 30119 – 00100, GPO
Nairobi
Telephone (02)2686432, Email: cshs@housing.go.ke

5.15 Tender submission address

The proposal submission address shall be:

The Principal Secretary
State Department for Housing & Urban Development
Ministry of Transport, Infrastructure, Housing and Urban Development
P O Box 30119– 00100, GPO

NAIROBI – KENYA

5.16 Submission of Tenders

Duly completed Tender Documents in plain sealed envelope should be delivered and placed in the Tender Box located at the Ministry of Transport, Infrastructure, Housing and Urban Development 6th floor wing C, Ardhi House, Ngong Road, Nairobi on or before **6th June, 2019 at 12:00 pm**

The tenders will be opened immediately thereafter in the presence of bidders or their representatives who choose to attend at the Ministry of Land, Housing and Urban Development Conference Room on 6th floor, Ardhi House. Late proposals will be returned unopened.

**ISSUED BY:
THE PRINCIPAL SECRETARY
STATE DEPARTMENT FOR HOUSING & URBAN DEVELOPMENT
MINISTRY OF TRANSPORT, INFRASTRUCTURE, HOUSING AND URBAN
DEVELOPMENT**

Section B: Form of Tender

**THE PRINCIPAL SECRETARY
STATE DEPARTMENT FOR HOUSING & URBAN DEVELOPMENT
MINISTRY OF TRANSPORT, INFRASTRUCTURE, HOUSING AND URBAN
DEVELOPMENT
P.O. Box 30119-00100
Nairobi**

Gentlemen and/or Ladies

1. Having examined the tender documents and in accordance with the instructions to Tenderers and Conditions of Contract for the provision of the above named services, we the undersigned, offer to carry out **the proposed repairs and redecoration of 70 No. one bedroom apartments on LG 1605 in Shauri Moyo – Nairobi County.** [description of services] in conformity with the said tender documents for the sums of -----
----- **(Amount in figures)** -----
----- **(Amount in words)** as shown in the Bills of Quantities incorporated in this tender or such other sum as may be ascertained in accordance with the Scope of Work.

2. We undertake, if our Tender is accepted, to execute the works in accordance with the Requirements of Government.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent toper cent of the Contract Price for the due performance of the Contract, in the form prescribed by Government

4. We agree to abide by this Tender for a period of 90 [number] days from the date fixed for tender opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. Until a formal Contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall not constitute a binding Contract between us.

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

Dated thisday of20.....

[Signature]

[in the capacity of]

Duly authorized to sign tender for and on behalf of

..... *(Name of Tenderer)*

of (*Address of Tenderer*)

SECTION C: CONTRACT FORM

THIS AGREEMENT is made the _____ day of _____ 2017 between Ministry of Transport, Infrastructure, Housing and Urban Development (hereinafter called “the Procuring Entity”) of the one part and ----- (hereinafter called “the Contractor”) of the other part:

WHEREAS the Procuring Entity invited tenders to carry out **proposed repairs and redecoration of 70 No. one bedroom apartments on LG 1605 in Shauri Moyo – Nairobi County** and has accepted a tender by the Contractor for the provision of the services in the sum of ----- (words) ----- (figures) (hereinafter call “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The Tender Form and Bills of Quantities submitted by the Tenderer;
 - (b) The General Conditions of Contract;
 - (c) The Special Conditions of Contract; and
 - (d) The Employer’s Notification of Award and Contractors letter of Acceptance.
3. In consideration of the payments to be made by the Procuring Entity to the Contract as hereinafter mentioned, the Contractor hereby covenants with the Procuring Entity to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Contractor in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provision of the Contract at the times and the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed ----- }

Principal Secretary
State Department for Housing & Urban Development
Ministry of Transport, Infrastructure, Housing and Urban Development

For the Employer in the presence of:

Director, Estates Department
Ministry of Transport, Infrastructure, Housing and Urban Development

Signed ----- }

Contractor
In the presence of:

Witness }

SECTION D: TENDER SECURITY FORM

Whereas [name of the tenderer] (Hereinafter called “the tenderer”) has submitted its tender dated [date of submission of tender] for the provision of [name and/or description of the services] (hereinafter called “the Tender”)
.....

KNOW ALL PEOPLE by these presents the WE.....
Having our registered office at. (Hereinafter called “the Bank”) are bound unto
.....[Name of Procuring entity] (hereinafter called “the Government” in the sum of For which payment will and truly be made to the said Government, the Bank binds itself, its successors, and assigns by these presents and Sealed with the Common Seal of the said Bank this _____ day of _____ 20_____

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Government during the period of tender validity.
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the instructions of tenderers.

We undertake to pay the Government up to the above amount upon receipt of its first written demand, without the Government having to substantiate its demand, provided that in its demand the Government 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 for ninety (90) days after the date of opening the tender, and any demand in respect thereof should reach the Bank not later than the said date.

(Date)

(Signature of the Bank)

(Witness)

(Seal)

SECTION E: PERFORMANCE SECURITY FORM

To:
Principal Secretary
State Department for Housing & Urban Development
Ministry of Transport, Infrastructure, Housing and Urban Development
P.O. Box 30119-00100
Nairobi

WHEREAS[name of tenderer] (hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ to provide _____ [description of 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 of the 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.

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the tenderer up to a total of:-

Kshs..... (amount of Guarantee in figures)

Kenya Shillings (amount of Guarantee in words), and undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Kenya Shillings.....(amount of Guarantee in words) as aforesaid without your needing to prove or to show grounds or reason for your demand for the sum specified therein.

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

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

This guarantee shall be valid until the date of issue of the Notification/Certificate of Completion.

SIGNATURE AND SEAL OF THE GUARANTOR

.....

Name of Bank.....

Address.....

Date.....

SECTION F - TENDER QUESTIONNAIRE

Please fill in the 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 the Tenderer:

.....

4. Telex/Fax Address of Tenderer:

.....

5. Name of Tenderer's representative to be contracted on matters of the tender during the tender period.

.....

6. Details of Tenderer's nominated agent (if any) to receive tender notices (name, address, telephone, telex).

.....

SECTION G - CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part I and either Part 2 (a), 2 (b) or 2 (c) and 2 (d) 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: City/Town:
Plot No. Street/Road:
Postal address: Tel. No.
Nature of Business:
Current Trade License No. Expiring date
Maximum value of business, which you can handle at any time:
Kenya Shillings:
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:-

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

Part 2 (c) – Registered Company

Private or Public

.....

State the nominal and issued capital of the Company:

Nominal Kshs.....

Issued Kshs.....

Give details of all Directors as follows:-

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

Part 2 (d) Interest in the Firm:

Is there any person/persons in the employment of the Government of Kenya WHO has interest in this firm? Yes/No (Delete as necessary).

I certify that the above information is correct.

.....

Title

Signature

Date

SECTION H: DECLARATION

1. I/We the undersigned having visited the site examined the conditions of proposal and specifications for **the proposed repairs and redecoration of 70 No. one bedroom apartments on LG 1605 in Shauri Moyo – Nairobi County** hereby make a Proposal and Tender for provision of the said services at an amount as specified in the Bills of Quantities.

2. I/We hereby understand that award of the tender will be based on the proposal submitted and Bills of Quantities.

3. It is hereby understood that the Government is not bound to accept the lowest or any proposal nor give reasons for such decision.

4. I/We agree that this proposal shall remain valid and shall not be withdrawn within ninety (90) days from the date of submission.

5. I/We agree that unless and until a formal contract Agreement is prepared and executed, this proposal together with its written acceptance thereof shall not constitute a contract between ourselves and the Government and no attempt will be made to misconstrue it to be such.

6. I/We hereby confirm that we are not debarred in any way from participating in Public Tenders.

Signed;

Name of Firm:
(In Block Letters)

Address:

Date:

OFFICIAL STAMP/SEAL

SECTION I – BILLS OF QUANTITIES

**PROPOSED REPAIRS AND REDECORATION OF 70 NO.
ONE BEDROOM APARTMENTS ON LG 1605 IN SHAURI
MOYO – NAIROBI COUNTY**

TENDER NO. MTHUD/HUD/CSHS/43/2018-2019

Item	Description	Qty	Unit	Rate	Amount KSh
	<p>PROPOSED REPAIRS AND REDECORATION OF 70 No. ONE BEDROOM UNITS ON LG 1605 SHAURIMOYO, NAIROBI.</p> <p><u>ELEMENT NO. 1</u></p> <p><u>DEMOLITIONS (All Provisional)</u></p> <p>A Carefully remove existing door (Approx 6 No.) and store them to be reinstalled after floor tiles</p> <p>B Carefully hack existing floor screed and cart away arising debris (Approx area 46 square meters) and prepare surface to receive new floor finish.</p> <p>C Carefully scrub existing wall paint to remove loose paint, (Approx area 140 square meters) and prepare surface to receive new wall paint</p>		ITEM		
			ITEM		
			ITEM		
	TOTAL FOR DEMOLITIONS CARRIED TO SUMMARY				

Item	Description	Qty	Unit	Rate	Amount KSh
	<u>ELEMENT NO. 2</u>				
	<u>Floor Finishes</u>				
	<u>Floor screed</u>				
	<u>Screed; cement and sand (1:4) wood floated :-</u>				
A	25 mm thick to receive ceramic tiles (m.s)	46	SM		
	<u>Ceramic tiles</u>				
	<u>250 x 250 mm ceramic floor tiles bedded and jointed in cement sand (1:4) mortar and finished with matching colour waterproof cement</u>				
B	8 mm thick	46	SM		
C	100 x 20 mm thick ceramic tiles skirting	56	LM		
	<u>Walls Finishes</u>				
	<u>Internal walls</u>				
	<u>Gauged cement, lime and sand (1:2:9) in two coats plaster steel smooth trowelled to finish</u>				
D	12mm thick (1:4) wall backing to receive white glazed ceramic tiles	15	SM		
E	250x250x6mm thick coloured glazed wall tiles laid to wall backing (m.s)	15	SM		
	<u>Prepare and apply 3 coats gloss oil paint to:</u>				
F	Plastered surfaces internally	140	SM		
G	Ditto to door reveals (100 -200mm)	33	LM		
H	Ditto and ditto to window jambs ditto	11	LM		
C	Prepare and apply 3 coats of gloss oil to windows and doors internally and externally	31	SM		
E	Prepare and apply 3 coats gloss oil paint to plastered surfaces ceiling soffits	46	SM		
F	Ditto and ditto 3 coats polyurathane clear varnish to wrought cypress moulded cornice (100-200mm)	61	LM		
	TOTAL FOR FINISHES CARRIED TO SUMMARY				

Item	Description	Qty	Unit	Rate	Amount KSh
	<u>SUMMARY FOR TYPICAL WORKS</u> DEMOLITIONS FINISHES				
	<u>TOTALS FOR 1 UNIT</u>				
	<u>TOTALS FOR 70 UNIT (TOTAL FOR 1 UNIT X 70)</u>				

Item	Description	Qty	Unit	Rate	Amount KSh
	<u>ITEMS TO BE REPLACED</u>				
A	<p>Flush doors</p> <p>Supply and fix to house no. B5, B16, B33, B41 and B64 45mm thick 900x2100mm high faced both sides with 6mm thick exterior quality plywood ready for painting and hardwood ripped all round complete with iron mongery and 150mm heavy duty brass butt hinges with screws to match</p>	5	NO		
B	<p>Water Closet</p> <p>Supply and fix to house no. B20 low level wash down closet suite in white complete with horizontal outlet, low level 7.5 litre cistern, black heavy duty plastic seat and cover and s-tap outlet. The suite to be supplied complete with valve, cistern fittings including siphon, 15mm side inlet ball valve, 20mm side overflow plastic flush bend, inlet connection and reversible chrome plated cistern lever and cistern supports. All to be on Twyford's Classic H.O or approved equivalent</p>	1	NO		
	TOTAL FOR FINISHES CARRIED TO SUMMARY				

Item	Description	Qty	Unit	Rate	Amount KSh
	<p><u>SUMMARY FOR BUILDERS WORK</u></p> <p>TOTALS FOR 70 UNITS</p> <p>TOTALS FOR ITEMS TO BE REPLACED</p>				
	TOTAL FOR BUILDERS WORK CARRIED TO MAIN SUMMARY				

	DESCRIPTION	UNIT	RATE	AMOUNT
	PROVISIONAL SUMS			
	<u>PROVISIONAL SUMS TO BE EXPENDED AS PER THE P.M'S SITE INSTRUCTIONS</u>			
A	Allow a provisional sum of Kenya Shillings Fifty thousand(50,000) only to cover contingencies			50,000
	TOTAL PROVISIONAL SUMS CARRIED TO SUMMARY			50,000

ITEM	DESCRIPTION	SHS	SHS
	PROPOSED REPAIRS AND REDECORATION OF 70 No. ONE BEDROOM UNITS ON LG 1605 SHAURIMOYO, NAIROBI.	FOR OFFICIAL USE	FOR CONTRACTOR'S USE
	MAIN SUMMARY PAGE		
1	BUILDERS WORK S.M / Ren/5 of 5		
2	PROVISIONALSUMS PS/1	50,000.00	
	TOTAL CARRIED TO FORM OF TENDER KSHS		

CONTRACTOR'S NAME,.....

ADDRESS,.....

DATE ,.....

SIGNATURE ,.....

WITNESS NAME,.....

ADDRESS,.....

DATE,

SIGNATURE,