



**MALINDI WATER & SEWERAGE COMPANY LIMITED P.O BOX 410-80200 MALINDI**

**E-MAIL: [info@malindiwater.co.ke](mailto:info@malindiwater.co.ke) WEBSITE: [www.malindiwater.co.ke](http://www.malindiwater.co.ke)**

**TEL: +254 0422131037**

### **REQUEST FOR QUOTATION**

**QUOTATION No:** MAWASCO/REG/03B/2020/2021-2

**NAME:** KIRAHU-SUNPARK AREA WATER SUPPLY RETICULATION

**Date:** 13/04/2021

**To:**

**From:**

Malindi Water & Sewerage Co.Ltd

P.O Box 410-80200, Malindi

You are hereby invited to submit quotation on the works listed below:

### **NOTES**

- a) **THIS IS NOT AN ORDER**, Read the conditions and instruction on reverse before quoting.
- b) Return the original copy and retain the duplicate for your record.
- c) Your quotation should indicate final unit price including all costs for delivery, discount, duty and sales tax.
- d) This quotation should be submitted in a plain sealed envelope marked 'Quotation No.' and description of the quoted and be addressed to reach the buyer or be placed in tender/quotation box not later than **Tuesday 20/04/2021 at 2.30pm**
- e) The works contract will not exceed 12 weeks from the date of quotation award
- f) Quotation Reserved for **Youths** only

## SECTION I:MANDATORY REQUIREMENTS

Attach:

1. Copy Certificate of registration/ incorporation
- 2 . Copy Valid Tax compliance certificate
3. Copy of NCA Certificate Category 8 on Water Works.
4. Copy of AGPO Certificate from National Treasury
5. Dully filled, signed and stamped Business Questionnaires

### **FOR OFFICIAL USE ONLY**

NAME	DESIGNATION	SIGNATURE
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

Checked by:

\_\_\_\_\_

## SECTIONII: BILL OF QUANTITIES

### KIRAH0- SUNPARK AREA WATER SUPPLY RETICULATION

Item	Description	UNIT	Qty	RATE (KES)	AMOUNT (KES)
<b>1.00</b>	<b><i>Pipes:</i></b> Procure pipes, transport to site and place safely: UPVC pipes conforming to KS ISO 1452: Part 2: 2009, HDPE pipes conforming to KS ISO 4427 - 2 (pipes): 2007, Welded steel pipes to SSRN 213 (electro-static fusion bonding in epoxy resin coat)/ or as otherwise specified				
1.10	DN 63mm uPVC Pipes to SSRN 300 PN 10 (Class C) Socket & Spigot standard joints (push fit type) c/w "O" rubber rings (in 6m length)	No.	2		
1.20	DN 25mm (1") PP pipe (IPS C 5m)	No.	1		
	<b>Sub-total 1</b>				
<b>2.00</b>	<b><i>Supply Pipe fittings:</i></b> Steel fittings (SSRN 216), flanges (SSRN 207), valves (SSRN 501) - all fittings to PN16, electro-fusion bond coating in epoxy resin. Plastic fittings (KS ISO 1452: Part 3: 2009), HDPE fittings to KS ISO 4427:Part 3:2007.				
2.01	DN 355 x 100mm plain ended Tee with a flanged branch	No.	1		
2.02	DN 100 x 100mm all flanged Tee	No.	3		
2.03	DN 100 x 50mm all-flanged low-level invert Tee	No.	2		
2.04	DN 355mm/14" stepped coupling to suit steel/uPVC pipe jointing	No.	2		
2.05	DN 100mm/4" ranger coupling to suit steel/uPVC pipe	No.	10		

2.06	DN 100mm DF Sluice valve	No.	7		
2.07	DN 50mm DF Sluice valve	No.	2		
2.08	DN 100mm (spigot) single-flanged pipe piece c/w puddle flange 1.2m long	No.	4		
2.09	DN 100mm flange Adaptor	No.	10		
2.10	DN 50mm flange Adaptor	No.	2		
2.11	DN 50mm/2" VJ/straight coupling to suit uPVC	No.	2		
2.12	DN 100mm steel Blank Flange	No.	4		
2.13	DN 100mm plain-ended steel pipe piece 1.2m long	No.	6		
2.14	DN 63mm x 90° socket & spigot uPVC Bend	No.	4		
2.15	DN 63mm uPVC Cap	No.	2		
2.16	DN 100 x 25mm uPVC Saddle Clamp	No.	3		
2.17	DN 25mm (1") PP Nipple	No.	3		
2.18	DN 25mm (1") Gate valve (pegler or equivalent)	No.	3		
2.19	DN 25mm (1") PP Coupler (mc)	No.	3		
2.20	DN 110mm EPDM PVC Rubber Ring	No.	300		
2.21	DN 25mm (1") Air valve (RPS series vent-o-mat) anti-shock/ anti-surge, with threaded base, polypropylene-reinforced body- operating pressure 0.2-16 Bars (small orifice)	No.	3		
2.22	Provide for pipe fitting accessories i.e. lubricating fluids, boss white/bondex, piping yarn, rubber gasket, bolts & nuts etc	Item	1		
	<b>Sub-total 2</b>				
<b>3.00</b>	<b>Supply all materials, provide labour, construct and install following auxiliary structures:</b>				

3.01	1200mm x 1200mm solid masonry block valve Chamber, depth 1.0m-1.2m c/w precast reinforced concrete covers with accessible manhole.	No.	9		
3.02	Cast insitu Anchor blocks/valve stools	No.	7		
3.03	Precast and install indicator Marker posts along pipeline	No.	25		
	<b>Sub-total 3</b>				
<b>4.00</b>	<b>Survey, Design and Field activities.</b>				
4.01	Survey, profiling and setting out the works	M	1700		
4.02	Wayleave clearance along pipeline	M2	5100		
4.03	Excavation, trimming & backfilling of pipeline trench in class 3 soil average depth 1.0m x 0.7m width	M3	1190		
4.04	Provide for transportation of pipes from storage yard to site	Item	1		
4.05	Distribute pipes along pipeline, lay and joint in trench	M	1700		
4.06	Provide equipment and carry out hydraulic pressure testing of pipeline. Flush and sterilize pipeline	M	1700		
4.07	Install all pipeline appurtenances viz; (junctions, air valves, washouts, section valves, Ends etc)	No.	15		
4.08	Provide for construction of masonry outfall structures and drains on washouts	No.	2		
	<b>Sub-total 4</b>				

<b>5.00</b>	<b>Project Administration</b>				
5.01	Allow for project works supervision	Item	1		
	<b>Sub-Total 5</b>				
	<b>GRAND TOTAL</b>				

**AMOUNT IN WORDS**

.....

.....

.....

**Name of Contractor:**

.....

**Sign**.....**Date and Stamp:** .....

(Note: In case of discrepancy between unit price and total derived from unit price, the unit price shall prevail)

### **SECTION III: EVALUATION CRITERIA**

The evaluation of this tender shall be conducted in three stages as follows

- (a) Mandatory Eligibility criteria
- (b) Technical Evaluation criteria
- (c) Financial Evaluation criteria
- (d) Qualification criteria
- (e) Award Criteria

#### **(a) MANDATORY ELIGIBILITY CRITERIA**

The following shall form the basis for preliminary evaluation

**Bidders MUST meet the following;**

1. Bidder shall have legal capacity to enter into a contract. (Attach copy Certificate of registration/ incorporation)
2. Bidder shall have met its tax obligations (Attach copy Valid Tax compliance certificate)
3. Bidder shall be registered with National Construction Authority of Kenya with at least NCA 8 ( Attach Copy of NCA Certificate Category 8 on Water Works.
4. Copy of AGPO certificate (youths) from National Treasury
4. Bidder shall attach a Dully filled, signed and stamped Business Questionnaires

The above requirements are mandatory and failure to comply with one or more requirements shall make the bid Non-responsive and hence shall not be eligible for further evaluation.

#### **(b) TECHNICAL EVALUATION CRITERIA**

The bids shall be subjected to detailed evaluation according to section II on the Bill of Quantities as issued.

The bidder shall furnish a technical proposal including a statement of work method, construction schedule and work plan, equipment and personnel sufficient for the completion of the works.

Bid not responsive to the above requirement shall be rejected.

#### **(c) FINANCIAL EVALUATION CRITERIA**

Procuring entity shall rectify quantifiable non material non conformities related to the bid price for substantially responsive bids.

The bid price shall be adjusted for comparison purposes only

Time to complete the works from the commencement date shall be between 8 weeks minimum and 12 weeks maximum

No credit will be given for completion earlier than the minimum designated period.

## **QUALIFICATION EVALUATION CRITERIA**

### **Financial Capability**

(i) The bidder shall demonstrate that it has access to, or has available liquid assets, Line of credit and other financial means to meet the construction cash flow requirement estimated as Kshs 1,000,000.00 (One Million only) Attach documentary evidence.

(ii) The bidder shall furnish documentary evidence that it meets the following financial requirements

- Audited accounts for the last 2 years (2019, 2020)
- Annual construction turnover of Kenya shillings 2 million (certified documentary evidence shall be attached)
- Profit before tax of Kenya shillings Eight Hundred Thousands only (certified documentary evidence shall be attached)

### **Experience and Technical Capacity**

- **General Construction Experience**

Shall provide at least one (1) contract of Kenya shillings 1 million completed within the last five years prior to the quotation submission deadline.

- **Specific Construction Experience**

The Contractor shall submit at least one (1) contract of similar nature of a minimum value of Kenya Shillings 1 million or Two (2) contracts of Kshs 500,000.00 which has been successfully and substantially completed in the past five (5) years

## **CONTRACT AWARD CRITERIA**

The procuring entity shall compare the evaluated costs of all substantially responsive bids to determine the bid with the lowest evaluated cost.

The tender shall be awarded to the bidder with the lowest evaluated price.



## SECTION V: CONDITIONS OF CONTRACT

**Quotation Name:** Construction of Milano Water project

**Client:** Malindi Water & Sewerage Company Limited

### 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.

## **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]

## **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.

## **Works, Language and Law of Contract**

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

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

## **5. Safety, Temporary works and Discoveries**

- 5.1 The Contractor shall be responsible for design of temporary works and shall obtain approval of third parties to the design of the temporary works where required.
- 5.2 The Contractor shall be responsible for the safety of all activities on the Site.
- 5.3 Anything of historical or other interest or significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Employer's Representative of such discoveries and carry out the Employer's Representative's instructions for dealing with them.

## **6 Work Program and Sub-contracting**

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

## **7 The site**

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

## **8 Instructions**

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

## **9 Extension of Completion Date**

- 9.1 The Employer's Representative shall extend the Completion Date if an occurrence arises which makes it impossible for completion to be achieved by the Intended Completion Date. The Employer's Representative shall decide whether and by how much to extend the Completion Date.
- 9.2 For the purposes of this clause, the following occurrences shall be valid for consideration;

Delay by:-

- (a) force majeure, or
- (b) reason of any exceptionally adverse weather conditions, or
- (c) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works, or
- (d) reason of the Employer's Representative's instructions issued under these Conditions, or
- (e) reason of the contractor not having received in due time necessary instructions, drawings, details or levels from the Employer's Representative for which he specifically applied in writing on a date which having regard to the date for Completion stated in the appendix to these Conditions or to any extension of time then fixed under this clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same, or
- (f) delay on the part of artists, tradesmen or others engaged by the Employer in executing work not forming part of this Contract, or
- (g) reason of delay by statutory or other services providers or similar bodies engaged directly by the Employer, or
- (h) reason of opening up for inspection of any Work covered up or of the testing or any of the Work, materials or goods in accordance with these conditions unless the inspection or test showed that the Work, materials or goods were not in accordance with this Contract, or
- (i) reason of delay in appointing a replacement Employer's Representative, or
- (j) reason of delay caused by the late supply of goods or materials or in executing Work for which the Employer or his agents are contractually obliged to supply or to execute as the case may be, or
- (k) delay in receiving possession of or access to the Site.

## **10 Management Meetings**

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

## 11 Defects

- 11.1 The Employer's Representative shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Employer's Representative may instruct the Contractor to search for a defect and to uncover and test any Work that the Employer's Representative considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor. However if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.
- 11.2 The Employer's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to 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 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.

**Termination**

**18.**

- 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.

**Payment Upon Termination**

**19.**

- 19.1 The Employer may employ and pay other persons to carry out and complete the Works and to rectify any defects and may enter upon the Works and use all materials on Site, plant, equipment and temporary works.
- 19.2 The Contractor shall, during the execution or after the completion of the Works under this clause, remove from the Site as and when required within such reasonable time as the Employer's Representative may in writing specify, any temporary buildings, plant, machinery, appliances, goods or materials belonging to him, and in default thereof, the Employer may (without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.
- 19.3 Until after completion of the Works under this clause, the Employer shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefor the Employer's Representative shall certify the amount of expenses properly incurred by the Employer and, if such amount added to the money paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract, the difference shall be a debt payable to the Employer by the Contractor; and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

## **20. Corrupt Gifts and Payments of Commission**

- 20.1 The Contractor shall not;
- (a) Offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract with the Employer.
  - (b) Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the Laws of Kenya.

## **21. Settlement of Disputes**

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



## **SECTION V:STANDARD FORMS**

### **List of Standard Forms**

- (i) Confidential Business Questionnaire**
- (ii) Letter of Acceptance**
- (iii) Form of Agreement**
- (iv) Request for Review Form**

**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) Conditions of Contract
  - (iii) 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 \_\_\_\_\_

## **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	.....			

**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.

Please acknowledge receipt of this letter of notification signifying your acceptance.

The contract/contracts shall be signed by the parties within 30 days of the date of this letter

1. but not earlier than 14 days from the date of the letter.

2.

You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

3. *(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

.

e

t

c

.

By this memorandum, the Applicant requests the Board for an  
order/orders that: - 1.

2

.

e  
t  
c

SIGNED .....(Applicant)

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

**FOR OFFICIAL USE ONLY**

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

**SIGNED**

*Provide here sufficient information, BOQ, on the quantities of Works  
to be performed.*