

National Government Constituencies Development Fund Konoin Constituency P.O Box 64-20403.

O Box 64~20403. Mogogosiek

Email: cdfkonoin@cdf.go.ke

Website: www.konoin.go.ke

DATE: 16TH FEBRUARY 2023

Konoin National Government Constituency Development Fund Committee wishes to register contractors for the Financial Year 2022- 2025 in the following category;

S/NO	TENDER NO	DESCRIPTION	CATEGORY
1.	BMT/CTY/KNN/ 08/2022/2025	Contractors for Building, Maintenance and repairs to Government Buildings and Estates.	OPEN

Tender documents with detailed specifications and tendering conditions can be obtained from the Konoin NGCDF Office during working hours 8.00am to 5.00pm upon payment of a non refundable fee of Kshs 1,000.00 in cash per set of a tender document at the Sub County Treasury for which receipt will be issued. Tender documents may be obtained electronically from the Website www.konoin.go.ke. *Tender documents obtained electronically will be free of charge.*

Prices quoted should be net inclusive of all taxes and prices quoted must be in Kenya Shillings and it remains valid for One Hundred and Twenty (120) days from the opening date of tender.

Completed tender documents are to be enclosed in plain sealed envelopes marked with **Tender Name** and **Reference Number** be deposited in the Tender Box located at the entrance of NGCDF Office Konoin at Mogogosiek so as to be received on or before 3rd March 2023 at 2.00pm.

The Fund Account Manager,
Konoin National Government Constituency Development Fund,
P.O.Box 64 -20403,
Mogogosiek.

Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who may choose to attend at Konoin NGCDF Boardroom. The government reserves the right to accept or reject any tender either in whole or in any part and does not bid itself to reasons to it's decisions.

FUND ACCOUNT MANAGER KONOIN CONSTITUENCY

REPUBLIC OF KENYA

THE PRESIDENCY KONOIN SUB COUNTY



TENDER NO. BMT/CTY/KNN/ 8/2022-2025

PREQUALIFICATION OF CONTRACTORS FOR BUILDING, MAINTENANCE AND REPAIRS OF GOVERNMENT OFFICES AND ESTATES

CLOSING DATE: 3RD MARCH 2023 at 2.00 PM

Serial No.

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SECTION I - INVITATION TO TENDER

Reference: BMT/CTY/KNN/ 8/2022-2025

TENDER NAME: PREQUALIFICATION OF CONTRACTORS FOR BUILDING, MAINTENANCE

AND REPAIRS OF GOVERNMENT OFFICES AND ESTATES

Interested eligible candidates may obtain further information from and inspect the tender documents at Sub-County Procurement Office during normal working hours.

Tenderers will be required to pay in advance a non-refundable tender fee of Kshs 1,000 per set of tender document payable in cash at the S/County HQS Treasury for which a receipt will be issued. Tender documents may be obtained electronically from the Website www.konoin.go.ke. Tender documents obtained electronically will be free of charge.

Tenderers must read all the instructions carefully and ensure all requirements are fulfilled failure to which the bid will be considered unresponsive.

Completed tender documents are to be enclosed in plain sealed envelopes marked with the Tender Number only and must be deposited in the **Tender Box** and be addressed to

FUND ACCOUNT MANAGER, KONOIN NGCDF, P.O BOX 64 MOGOGOSIEK

So as to reach him on or before 3RD MARCH 2023 at 2.00 PM

Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and should remain valid for 120 days.

Tenders will be opened immediately thereafter in the presence of candidates' representatives who choose to attend.

NOTE:

The government reserves the right to accept or reject any tender in part or whole without giving any reason thereof and does not bind itself to accept the lowest or any tender.

SECTION II - **INSTRUCTIONS TO CANDIDATES**

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SECTION II INSTRUCTIONS TO CANDIDATES

2.0 SPECIFIC INSTRUCTION TO TENDER CATEGORY

- 2.0.1 Ensure all the documents attached to your tender documents are completely filled and Signed particularly the following forms
 - > S31 Form of Tender
 - > S32 Tender Document
 - > S33 Confidential Business Questionnaire
 - > S34 Conditions of Tendering
- 2.0.2 The following documents must be attached to your tender document as a proof of qualification for the award
 - > Registration of Business Certificates
 - > PIN Registration
 - > Registration of Business Premises
 - > VAT Registration Certificate
 - > Registration as a building contractor with National construction authority (NCA)
 - **➤** Copies of financial statements & Audited Accounts or Financial Reports
 - > Youths, Women and Persons with disabilities must provide certificate of registration and AGPO
 - > Proof of Fiscalised Tax registers / ETR Compliance or KRA Turnover Tax certificate
 - > Copy of MR Receipt for purchase of tender document
- 2.0.3 All prices quoted must be inclusive of the taxes applicable where applicable, packaging, delivery costs and any other incidental cost, product brands, manufacturer or origin must be clearly indicated for consideration for the award.
- 2.0.4 Details of registered business premises or offices must be indicated for verification
- 2.0.5 Failure to comply with any of these requirements will lead to disqualification of the tender.

2.1 Scope of Tender

2.1.1 The Konoin NGCDF hereinafter referred to as the procuring entity intends to pre-qualifying contractors for the following Construction, repair and maintenance of Government offices, Schools and residential houses in the Sub-County. It is expected that qualification applications will be submitted to be received by the procuring entity not later than 3RD MARCH 2023 at 2.00 PM

2.2.1 Introduction

The contract is for construction, repairs and maintenance works for Government Offices ,schools and Estates throughout the Sub-County.

The Sub-County intends to contract contractors currently registered with the National Construction Authority (NCA)to be providing annual maintenance services to government estates throughout the Sub-County whenever they are required

Note: Schedule for various works to be carried out are attached but is not conclusive others may be included from time to time."

- **2.2.2** Qualification is open to all eligible firms.
- 2.2.3 General information on the actual works will be provided to all successful tenderers during the contracting stage in the tender documents

2.2 Submission of Application

Applications for qualification shall be submitted in sealed envelopes marked with the tender name and reference number and deposited in the tender box at (address and location) or be addressed to

THE FUND ACCOUNT MANAGER KONOIN NGCDF

To be received on or before 3RD MARCH 2023 at 2.00 PM

- 2.2.1 All the information requested for pre qualification shall be provided in the English language. Where information is provided in any other language, it shall be accompanied by a translation of its pertinent parts into English language. The translation will govern and will be used for interpreting the information.
- 2.2.2 Failure to provide information that is essential for effective evaluation of the applicant's qualifications or to provide timely clarification or sub substantiation of the information supplied may result in the applicant's disqualification.

2.3 Eligible Candidates

- 2.3.1 This invitation for per-qualification is open to all candidates who are eligible as defined in Kenya's Public Procurement Law and regulations and as indicated in the appendix to instructions to candidates.
- 2.3.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 66 (11) of the Act.
- 2.3.3 All terms found capable of performing the contract satisfactorily in accordance to the set prequalification criteria shall be pre-qualified.

2.4 Qualification Criteria

- 2.4.1 Pre-qualification will be based on meeting the minimum requirements to pass in the criteria set as shown below. The declaration will be either pass or fail regarding the applicant's general and particular experience, personnel and equipment capabilities and financial position as demonstrated by the applicant's response in the forms provided in Section IV and submitted with the letter of application. The procuring entity reserves the right to waive minor deviations if they do not materially affect the capability of an applicant to perform the contract.
- 2.4.2 When highly specialized inputs (especially for execution of the contract) are required by the applicant from specialist sub contractors, such subcontractors and their inputs shall be described in the Standard Form 1 (General Information)
- 2.4.3 General Experience. The applicant shall meet the following minimum criteria (a) Average annual turnover as main contractor
 - (b) Successful experience as contractor in execution of at least three
- 2.4.4 Personnel capabilities. The applicant must have suitably qualified personnel to fill the following position in schedule with format as below to be attached to the tender document.

Position	Total experience (years)	In similar works (years)	As manager of similar works (years)

- 2.4.5 Equipment capabilities. The applicant should own, or have assured access (through hire, lease, purchase agreement, availability of manufacturing equipment, or other means) the following key items of equipment in full good working order, and must demonstrate that, based on known commitments they will be available for use in the proposed contract. The applicant may also list alternative equipment that it would propose for the contract together with an explanation of the proposal
- 2.4.6 Financial position The applicant shall demonstrate that it has access to, or has available, liquid assets. Attach copies of latest bank statements, audited Account statements and financial cash flow.
- 2.4.7 Litigation history The applicant should provide accurate information on any litigation or arbitration resulting from contracts completed or under its execution over the last five years. A consistent history of awards against the applicant or any partner of a joint venture may result in failure of the application.

2.5 Updating Pre-Qualification Information

2.5.1 Pre qualified candidates shall be required to update the financial information used for pre qualification at the time of submitting their bids and to confirm their continued compliance with the qualification criteria. A bid shall be rejected if the applicant's qualification thresholds are no longer met at the time of bidding.

2.5.2 The tender committee may at its own initiative or in response to an inquiry by a candidate having purchased, modify the tender document by issuing an addendum, which becomes an integral part of the tender document and this will promptly be communicated to all other candidates who shall have purchased the tender document.

2.6 Standards

2.6.1 The services provided under this contract shall conform to the standards mentioned in the Scope of works

2.7 Confidentiality Use of Contract Document and Information

- 2.7.1 The candidate shall not, without the respective tender committee'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 tender committee in connection therewith, to any person other than a person employed by the tenderer in the performance of the contract.
- 2.7.2 The tenderer shall not, without the respective tender committee's prior written consent,

make use of any document or information enumerated in paragraph 5 above.

2.7.3 Any document, other than the contract itself, enumerated in paragraph 10 shall remain the property of the respective tender committee and shall be returned (all copies) to the tender committee on completion of the tenderer's performance under the contract if so required.

Other information to tenderers

2.8.0 The tenderer

2.8.1 The tenderer is the person, company, agency or firm of contractors who/, which undertakes to supply the goods or perform the services, described in the tender documents. The signatory must be a recognized official in the company and be authorized to sign on its behalf.

2.9 Documents

- 2.9.1 The tenderer should retain one set for his records and return the other set in accordance with these conditions.
- 2.9.2 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/she be in doubt about the precise meaning of any item/ figure, for any reason whatsoever he/she must inform the tender issuing office at once and have the matter rectified as required.
- 2.9.3 The Tenderer's signature to this document and to all other documents, as required, which accompany the form of tender, shall indicate the he/she fully understands their contents and that he/she accepts all the conditions stated/ implied therein.
- 2.9.4 The form of tender must be properly signed in ink, dated and witnessed and musty accompany any other documents concerned with the tender. The tender form will not be accepted unless correctly submitted on the approved form. They must be posted to the address given or deposited in the locked tender box at the District Commissioner's office.
- 2.9.5 Any tender received later than this appointed time and date, irrespective of the cause of delay, will be rejected.

2.10 Communication

- 2.10.1 There shall be no verbal variation 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.
- 2.10.2 All correspondences with the tenderers will be sent to the address shown on the forms of tender by post or if overseas by telex or cable as appropriate.

2.11 Liability

2.11.1 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.

2.12 Validity

2.12.1 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. Any tenderer who withdraws a tender before awards will forfeit the tender security/ bid bond

2.13.1 Acceptance / Rejection

2.13.1 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 give reasons for rejection.

2.14 Successful Tenderers

2.14.1 A letter of acceptance will be sent to the successful tenderers in respect of the whole or that part of his tender, which has been accepted, within the validity period. The letter is NOT an authority for him / her to supply or undertake the services stated. Unsuccessful tenderers will also be notified at the same time.

2.15 Compliance with given Conditions

2.15.1 If the tenderer does not comply in every way with all the stipulated conditions, his tender shall be liable to automatic rejection.

Tenderer's name	Witness's name
Address	Address
Signature	Signature

SECTION III - LETTER OF APPLICATION

			Date	
То				
Ladies	and/or Gentleme	n		
provide	after referred to	ned hereby apply to be pred	on behalf of (name of firm) ring reviewed and fully understood all of the pre qualified by yourselves as a bidder for the following the following properties of the present the properties of the following properties of the present the following properties of the following properties of the present the following properties of the present the the prese	
2.	Attached to thi (a) (b) (c)		as	
3.	verify the stat clarification fro will also serve supporting info	ements, documents, and in om our bankers and clients is as authorization to any indormation, to provide such in	tives are hereby authorized to conduct any inquirier formation submitted in connection with this application any financial and technical aspects. This dividual or authorized representative of any institution formation deemed necessary and as requested by its application, such as the resources, experience, and	ication, and to seek letter of Application on referred to in the yourselves to verify
4.	Your Agency a	and its authorized representati	ives may contact the following persons for further in	formation.
General	and managerial i	nquiries		
Contract	1		Telephone 1	
Contract	2		Telephone 2	
Fechnica Technica	ıl inquiries			

5. This application is made with the full understanding that:

Contract 1

Contract 2

(a) bids by prequalified applicants will be subject to verification of all information submitted for prequalification at the time of bidding. (b) Your Agency reserves the right to:

Telephone 1

Telephone 2

- amend the scope and value of any contracts bid under this project; in such event, bids will only be called from prequalified bidders who meet the revised requirements; and
- reject or accept any application, cancel the prequalification process, and reject all applications
- (c) your Agency shall not be liable for any such actions and shall be under no obligation to inform the Applicant of the grounds for them
- 2. We confirm that if we bid, that bid, as well as any resulting contract, will be:
 - (a) signed so as to legally bind all partners, jointly and severally; and
 - (b) submitted with a joint venture agreement providing the joint and several liability of all partners in the event the contract is awarded to us.
- 3. The undersigned declare that the statement made and the information provided in the duly completed application are complete, true, and correct in every detail.

Signed	Signed
Name	Name
For and on behalf of (name of Applicant)	For and on behalf of (name of partner)

SECTION IV - STANDARD FORMS

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APPLICATION FORM (1)

GENERAL INFORMATION

1.	Name of firm	
2.	Head office address	
3.	Telephone	Contact
4.	Fax	E-mail
5.	Place of incorporation/registration	Year of incorporation/registration

	Nationality of owners			
	Name	Nationality		
1.				
2.				
3.				
4.				
5.				

APPLICATION FORM (2)

GENERAL EXPERIENCE RECORD

Name of Applicant		
Name of Applicant		

Annual turnover data (Construction only)			
Year	Turnover	Kshs.	
1.			
2.			
3.			
4.			
5.			

APPLICATION FORM (4)

SUMMARY SHEET: CURRENT CONTRACT COMMITMENTS/WORK IN PROGRESS

Name of Applicant		
Name of Applicant		

Name of contract	Value of outstanding work Kshs.	Estimated completion date
1.		
2.		
3.		
4.		
5.		
6.		

APPLICATION FORM (7)

FINANCIAL CAPABILITY

lome of Amelicant or northern of a joint yeartyne	
fame of Applicant or partner of a joint venture	

Banker	Name of banker	
	Address of banker	
	Mobile	Contact name and title
	Fax	E mail

Financial information in Kshs.	Actual: previous five years		Projected: next two years	
	1.	2.	3.	4.
1. Total assets				
2. Current assets				
3. Total liabilities				
4. Current liabilities				

APPLICATION FORM (8)

LITIGATION HISTORY

Name of Applicant		
Name of Applicant		

Applicants, including each of the partners of a joint venture, should provide information of any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution (Instructions to Applicants, para. 4.8). A separate sheet should be used for each partner of a joint venture.

Year	Award FOR or AGAINST Applicant	Name of client, cause of litigation, and matter in dispute	Disputed amount (current value Kshs.)

FORM OF TENDER

Date Tende To:	er No.					
	[name and address of procuring entity]					
Gentle	emen and/or Ladies:					
Nos the ur equip of sums	Having examined the tender documents including Addenda os					
2. accord	We undertake, if our Tender is accepted, t dance with the delivery schedule specified in					
3. by	If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to percent of the Contract Price for the due performance of the Contract , in the form prescribed y(Procuring entity).					
	We agree to abide by this Tender for a per opening of the Instructions to tenderers, a ted at any time before the expiration of that	nd it shall remain bindin	- -			
5. consti	This Tender, together with your written actute a Contract, between us. Subject to sign	-				
6.	We understand that you are not bound to	accept the lowest or an	y tender you may receive.			
Dated	this day of	20				
[signa	ture]	[in the capacity of]				
	authorized to sign tender for an on behalf of TIONNAIRE FORM		CONFIDENTIAL BUSINESS			

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

on this form

You are advised that it is a serious offence to give false information

Part 1	– General:			
Locatio	on of business p			Plot
Postal Nature Registr Maxim	Addresse of Business ration Certificate um value of bus	Street/l Tel No e No iness which you can ha	Faxndle at any one time	E mail - Kshs
Truine v	or your burners		Didner	
			? (a) – Sole Proprieto	
			untry of origin	
			(b) Partnership Given	details of
	partners as follo Name Shares		Nationality	Citizenship Details
	2.			
			? (c) – Registered Co	•
	State the nomin Nominal Ks Issued	c nal and issued capital of shs Kshs all directors as follows	company-	
	Name Shares 1		Nationality	Citizenship Details
Date	<u> </u>	Si	gnature of Candidate	
				ails" whether by Birth, Naturalizatio

f a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.

CONTRACT FORM

THIS AGREEMENT made the day of 20 between

[name of Procurement entity) of	[country of Procurement entity] (hereinafter
called "the Procuring entity) of the one part and and country of tenderer] (hereinafter called "the to	[city
of the other part;	inderer)
WHEREAS the Procuring entity invited tenders for c	· · · · · · · · · · · · · · · · · · ·
tenderer for the supply of those goods in the sum o	of[contract price in words and
figures] (hereinafter called "the Contract Price).	

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 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 the Price Schedule submitted by the tenderer
- (b) the Schedule of Requirements
- (c) the Technical Specifications
- (d) the General Conditions of Contract
- (e) the Special Conditions of contract; and
- (f) the Procuring entity's Notification of Award
- 3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods 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 tenderer in consideration of the provisions of the goods 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 hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by the (for the Procuring entity

Signed, sealed, delivered by the (for the tenderer in the presence of

(Amend accordingly if provided by Insurance Company)
TENDER COMMITMENT DECLARATION FORM

- 1. I certify that the document has been filled correctly, witnessed and signed as required and all information is true, the required documents are also attached to the tender document.
- 2. We/I undertake to abide by all government procurement procedures applicable under this contract

- 3. This company or tenderer is in no way related to any civil servant or owned by the same.
- 4. No inducement has been offered to any member of the procuring unit by the tenderer for consideration of the tender.