NATIONAL GOVERNMENT CONSTITUENCY DEVELOPMENT FUND
MANDERA NORTH CONSTITUENCY

PROPOSED CONSTRUCTION OF ADMINISTRATION BLOCK CONTAINING 3 OFFICES AND ONE HALL & 2 DOOR PIT LATRINE

TO
KALICHA CHIEF OFFICE IN MANDERA NORTH CONSTITUENCY

TENDER NO: K.C.O./ONT/02/2025-2026

TENDER DOCUMENTS

Tender Issue Date: 24th July, 2026

Tender Closing Date: 3rd August, 2026 at 10:00am

Table of Contents

INVITATION TO TENDER

PROCURING ENTITY: KALICHA CHIEF OFFICE CAMP PMC P.O Box 3 70302, RHAMU

CONTRACT NAME AND DESCRIPTION: PROPOSED CONSTRUCTION OF ADMINISTRATION BLOCK CONTAINING 3 OFFICES AND ONE HALL & 2 DOOR PIT LATRINE AT KALICHA IN MANDERA NORTH CONSTITUENCY

TENDER NO: K.C.O./ONT/02/2025-2026

The NATIONAL GOVERNMENT CONSTITUENCY DEVELOPMENT FUND _ MANDERA NORTH invites sealed tenders for PROPOSED CONSTRUCTION OF ADMINISTRATION BLOCK CONTAINING 3 OFFICES AND ONE HALL & 2 DOOR PIT LATRINE AT KALICHA VILLAGE IN MANDERA NORTH CONSTITUENCY

Tendering will be conducted under Open tendering method using a standardized tender document and is open to all interested Tenderers. Tenderers will be allowed to tender for one or more items.

1. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours *0800 to 1700* at the address given below.

2. A complete set of tender documents may be obtained and inspected for free and tender documents

3. The Tenderer shall chronologically serialize all pages of the tender documents submitted.

4. Completed tenders must be delivered to the address below on or before **3rd August,** ***2026*** *not later than* ***10.00am***. Electronic Tenders *will not* be permitted.

5. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.

6. Late tenders will be rejected.

7. The addresses referred to above are:

Address for obtaining further information and for purchasing tender documents
Deputy County Commissioner
Mandera North Sub - County
P. O. Box 03 – 70302
RHAMU
DCC Mandera North, 0721548156

Address for Submission of Tenders.
Tender Box situated at Deputy County Commissioner
Mandera North Sub - County
P. O. Box 03 – 70302
RHAMU

Address for Opening of Tenders.
Deputy County Commissioner Boardroom
Mandera North Sub - County
P. O. Box 03 – 70302
RHAMU

PART 1: TENDERING PROCEDURE

SECTION I - INSTRUCTION TO TENDERERS

Note: The tenderer must comply with the following conditions and instructions and failure to do so is liable to result in rejection of the tender.

A. GENERAL PROVISIONS

1. Scope of Tender

1. The Procuring Entity as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The name, identification, and number of lots (contracts) of this Tender Document are specified in the TDS.

2. Throughout this tendering document:
   - 1.2.1 The term "in writing" means communicated in written form (e.g., by mail, e-mail, fax, including if specified in the TDS, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;
   - 1.2.2 if the context so requires, "singular" means "plural" and vice versa;
   - 1.2.3 "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Procuring Entity. It excludes official public holidays.

2. Fraud and Corruption

3. The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 "Declaration not to engage in corruption". The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.

4. The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding <u>collusive practices</u> in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the "Certificate of Independent Tender Determination" annexed to the Form of Tender.

5. Tenderers shall permit and shall cause their agents (whether declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Entity to inspect all accounts, records and other documents relating to any initial selection process, pre-qualification process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Entity.

6. Unfair Competitive Advantage - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **Data Sheet** and make available to all the firms together with this tender document all in formation that would in that respect give such firm any unfair competitive advantage over competing firms

3. Eligible Tenderers

a. A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 3.8, or an individual or any combination of such entities in the form of a joint venture (JV)

b. under an existing agree mentor with the intent to enter in to such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the TDS.

c. Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.

d. A Tenderer shall not have a conflict of interest. Any tenderer found to have a conflict of interest shall be disqualified. A tenderer may be considered to have a conflict of interest for the purpose of this tendering process, if the tenderer:

    a. Directly or indirectly controls, is controlled by or is under common control with another tenderer;
    b. Receives or has received any direct or indirect subsidy from another tenderer;
    c. Has the same legal representative as another tenderer;
    d. Has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process;
    e. Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods or works that are the subject of the tender;
    f. Any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as a consultant for Contract implementation;
    g. Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the contract specified in this Tender Document;
    h. Has a close business or personal relationship with senior management or professional staff of the Procuring Entity who has the ability to influence the bidding process and:
    i. Are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract; or
    ii. May be involved in the implementation or supervision of such Contract unless the conflicts teeming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.

e. A tenderer shall not be involved in corrupt, coercive, obstructive or fraudulent practice. A tenderer that is proven to have been involved in any of these practices shall be automatically disqualified

f. A Tenderer (either individually or as a JV member) shall not participate in more than one Tender, except for permitted alternative tenders. This includes participation as a subcontractor in other Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved. Members of a joint venture may not also make an individual tender, be a sub-contractor

g. in a separate tender or be part of another joint venture for the purposes of the same Tender. A firm that is not a tenderer or a JV member may participate as a subcontractor in more than one tender.

h. A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT3.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.

i. A Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPRA www.ppra.go.ke.

j. A Tenderer that is a state-owned enterprise or a public institution in Kenya may be eligible to tender and be awarded Contract(s) only if it is determined by the Procuring Entity to meet the following conditions, i.e., if it is:
   i. A legal public entity of Government and/or public administration,
   ii. Financially autonomous and not receiving any significant subsidies or budget support from any public entity or Government, and;
   iii. Operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with firms in the private sector on an equal basis.

k. Firms and individuals shall be ineligible if their countries of origin are:
   a. As a matter of law or official regulations, Kenya prohibits commercial relations with that country;
   b. By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

A tenderer shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

l. Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, local sub-contracts and labour) from citizen suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided for this purpose in "SECTIONI II - EVALUATION AND QUALIFICATION CRITERIA, Item 9".

m. Pursuant to the eligibility requirements of ITT 3.10, a tender is considered a foreign tenderer, If it is registered in Kenya and has less than 51 percent ownership by nationals of Kenya and if it does not subcontract to foreign firms or individuals more than 10 percent of the contract price, excluding provisional sums. JVs are considered as foreign tenderers if the individual member firms registered in Kenya have less 51 percent ownership by nationals of Kenya. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding provisional sums.

n. The National Construction Authority Act of Kenya requires that all local and foreign contractors be registered with the National Construction Authority and be issued with a Registration

o. Certificate before they can undertake any construction works in Kenya. Registration shall not be a condition for tender, but it shall be a condition of contract award and signature. A selected tenderer shall be given opportunity to register before such award and signature of contract. Application for registration with National Construction Authority may be accessed from the website www.nca.go.ke.

p. The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract.

Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke.

q. A Kenyan tenderer shall be eligible to tender if it provides evidence of having fulfilled his/her tax obligations by producing valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

4. Eligible Goods, Equipment and Services

a. Goods, equipment and services to be supplied under the Contract may have their origin in any country that is not ineligible under ITT 3.9. At the Procuring Entity's request, Tenderers may be required to provide evidence of the origin of Goods, equipment and services.

b. Any goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement

5. Tenderer's Responsibilities

a. The tenderer shall bear all costs associated with the preparation and submission of his/her tender, and the Procuring Entity will in no case be responsible or liable for those costs.

b. The tenderer, at the tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the Site of the Works and its surroundings and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall beat the tenderer's own expense.

c. The Tenderer and any of its personnel or agents will be granted permission by the Procuring Entity to enter upon its premises and lands for the purpose of such visit. The Tenderer shall indemnify the Procuring Entity again stall liability arising from death or personal injury, loss of or damage to property, and any other losses and expenses incurred as a result of the examination and inspection

d. The Tenderer shall provide in the Form of Tender and Qualification Information, a preliminary description of the proposed work method and schedule, including charts as necessary or required.

B. CONTENTS OF TENDER DOCUMENTS

6. Sections of Tender Document

a. The tender document consists of Parts 1, 2, and 3, which includes all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITT 10.

PART 1: Tendering Procedures
Section I – Instructions to Tenderers

Section II – Tender Data Sheet (TDS)
Section III- Evaluation and Qualification Criteria
Section IV – Tendering Forms

PART 2: Works' Requirements
Section V - Bills of Quantities
Section VI - Specifications
Section VII – Drawings

PART 3: Conditions of Contract and Contract Forms
Section VIII - General Conditions (GCC)
Section IX - Special Conditions of Contract
Section X- Contract Forms

b. The Invitation to Tender Notice issued by the Procuring Entity is not part of the Contract documents. Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the Tender document, responses to requests for clarification, the minutes of a pre-arranged site visit and those of the pre-Tender meeting (if any), or Addenda to the Tender document in accordance with ITT 10. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.

c. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document and to furnish with its Tender all information and documentation as is required by the Tender document.

7. Clarification of Tender Document, Site Visit, Pre-Tender Meeting

a. A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the TDS or raise its enquiries during the pre-Tender meeting if provided for in accordance with ITT 7.2. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the TDS prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender documents in accordance with ITT 7.4, including a description of the inquiry but without identifying its source. If so specified in the TDS, the Procuring Entity shall also promptly publish its response at the web page identified in the TDS. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents following the procedure under ITT 8 and ITT 22.2.

b. The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the site(s) of the required contracts and obtain all information that may be necessary for preparing a tender. The costs of visiting the Site shall be at the Tenderer's own expense. The Procuring Entity shall specify in the TDS if a pre-arranged Site visit and or a pre-tender meeting will be held, when and where. The Tenderer's designated representative is invited to attend a pre-arranged site visit and a pre-tender meeting, as the case may be. The purpose of the site visit and the pre-tender meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

c. The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the TDS before the meeting.

d. Minutes of a pre-arranged site visit and those of the pre-tender meeting, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses

e. prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents. Minutes shall not identify the source of the questions asked.

f. The Procuring Entity shall also promptly publish anonymized (no names) Minutes of the pre-arranged site visit and those of the pre-tender meeting at the web page identified in the TDS. Any modification to the Tender Documents that may become necessary as a result of the pre-arranged site visit and those of the pre-tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 8 and not through the minutes of the pre-Tender meeting. Non-attendance at the pre-arranged site visit and the pre-tender meeting will not be a cause for disqualification of a Tenderer.

8. Amendment of Tender Documents

a. At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tender Documents by issuing addenda.

b. Any addendum issued shall be part of the Tender Documents and shall be communicated in writing to all who have obtained the Tender Documents from the Procuring Entity. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's website in accordance with ITT 7.5.

c. To give Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity should extend the dead line for the submission of Tenders, pursuant to ITT 22.2.

C. PREPARATION OF TENDERS

9. Cost of Tendering

The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

10. Language of Tender

The Tender, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring Entity, shall be written in the English Language. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate and notarized translation of the relevant passages into the English Language**,** in which case, for purposes of interpretation of the Tender, such translation shall govern.

11. Documents Comprising the Tender

a. The Tender shall comprise the following:

a. Form of Tender prepared in accordance with ITT 12;
b. Schedules including priced Bill of Quantities, completed in accordance with ITT 12 and ITT 14;
c. Tender Security or Tender-Securing Declaration, in accordance with ITT 19.1;
d. Alternative Tender, if permissible, in accordance with ITT 13;
e. ***Authorization****:* written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT20.3;
f. *Qualifications:* documentary evidence in accordance with ITT 17 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
g. *Conformity:* a technical proposal in accordance with ITT 16;
h. Any other document required in the **TDS**

b. In addition to the requirements under ITT 11.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed JV Agreement. Change of membership and conditions of the JV prior to contract signature will render the tender liable for disqualification.

12. Form of Tender and Schedules

a. The Form of Tender and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 20.3. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialize all pages of the tender documents submitted.

b. The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

13. Alternative Tenders

a. Unless otherwise specified in the TDS, alternative Tenders shall not be considered.

b. When alternative times for completion are explicitly invited, a statement to that effect will be included in the **TDS**, and the method of evaluating different alternative times for completion will be described in Section III, Evaluation and Qualification Criteria.

c. Except as provided under ITT 13.4 below, Tenderers wishing to offer technical alternatives to the requirements of the Tender Documents must first price the Procuring Entity's design as described in the Tender Documents and shall further provide all information necessary for a complete evaluation of the alternative by the Procuring Entity, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Tenderer with the Winning Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.

d. When specified in the **TDS**, Tenderers are permitted to submit alternative technical solutions for specified parts of the Works, and such parts will be identified in the **TDS**, as will the method for their evaluating, and described in Section VII, Works' Requirements.

14. Tender Prices and Discounts

a. The prices and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Bill of Quantities shall conform to the requirements specified below.

b. The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Tenderer shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Procuring Entity. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Tender, and provided that the Tender is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive Tenderers will be added to the Tender price and the equivalent total cost of the Tender so determined will be used for price comparison.

c. The price to be quoted in the Form of Tender, in accordance with ITT 12.1, shall be the total price of the Tender, including any discounts offered.

d. The Tenderer shall quote any discounts and the methodology for their application in the Form of Tender, in accordance with ITT 12.1.

e. It will be specified in the TDS if the rates and prices quoted by the Tenderer are or are not subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, except in cases where the contract is subject to fluctuations and adjustments, not fixed price. In such a case, the Tenderer shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Procuring Entity may require the Tenderer to justify its proposed indices and weightings.

f. Where tenders are being invited for individual lots (contracts)or for any combination of lots (packages), tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 14.4, provided the Tenders for all lots (contracts) are opened at the same time.

g. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of Tenders, shall be included in the rates and prices and the total Tender Price submitted by the Tenderer

15. Currencies of Tender and Payment

a. The currency(ies) of the Tender and the currency(ies) of payments shall be the same**.**

b. Tenderers shall quote entirely in Kenya Shillings. The unit rates and the prices shall be quoted by the Tenderer in the Bill of Quantities, entirely in Kenya shillings.

   a. A Tenderer expecting to incur expenditures in other currencies for inputs to the Works supplied from outside Kenya (referred to as “the foreign currency requirements”) shall (if so, allowed in the **TDS**) indicate in the Appendix to Tender the percentage(s) of the Tender Price (excluding Provisional Sums), needed by the Tenderer for the payment of such foreign currency requirements, limited to no more than two foreign currencies.

b. The rates of exchange to be used by the Tenderer in arriving at the local currency equivalent and the percentage(s) mentioned in (a) above shall be specified by the Tenderer in the Appendix to Tender and shall be based on the exchange rate provided by the Central Bank of Kenya on the date 30 days prior to the actual date

of tender opening. Such exchange rate shall apply for all foreign payments under the Contract.

c. Tenderers may be required by the Procuring Entity to justify, to the Procuring Entity's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data in the Appendix to Tender are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Tenderers.

16. Documents Comprising the Technical Proposal

The Tenderer shall furnish a technical proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Tender Forms, insufficient detail to demonstrate the adequacy of the Tenderer's proposal to meet the work's requirements and the completion time.

17. Documents Establishing the Eligibility and Qualifications of the Tenderer

a. Tenderers shall complete the Form of Tender, included in Section IV, Tender Forms, to establish Tenderer's eligibility in accordance with ITT 4.

b. In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract the Tenderer shall provide the information requested in the corresponding information sheets included in Section IV, Tender Forms.

c. If a margin of preference applies as specified in accordance with ITT 33.1, nation al tenderers, individually or in joint ventures, applying for eligibility for national preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITT 33.1.

d. Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractors qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement process or contract management.

e. The purpose of the information described **in ITT 17.4** above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.

f. The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to owner ship and control which in formation on any changes to the information which was provided by the tenderer under ITT 6.4. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract

g. All information provided by the tenderer, pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.

h. If a tenderer fails to submit the information required by these requirements, its tender will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer, pursuant to these requirements, then the tender will be rejected.

i. If information submitted by a tenderer, pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:
   a. If the procurement process is still ongoing, the tenderer will bed is qualified from the procurement process,
   b. if the contract has been awarded to that tenderer, the contract award will be set as depending the outcome of (iii),
   c. the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other person shave committed any criminal offence.

j. If a tenderer submits information pursuant to these requirements that is in complete, in accurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 17.8 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error which was not attributable to the intentional act, negligence or recklessness of the tender

18. Period of Validity of Tenders

a. Tenders shall remain valid for the Tender Validity period specified in the TDS. The Tender Validity period starts from the date fixed for the Tender submission deadline (as prescribed by the Procuring Entity in accordance with ITT 22). At ender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

b. In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 19, it shall also be extended for thirty (30) days beyond the deadline of the extended validity period. A Tenderer may refuse the request without forfeiting its Tender security. A Tenderer granting the request shall not be required or permitted to modify its Tender

19. Tender Security

a. The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security as specified in the **TDS**, in original form and, in the case of a Tender Security, in the amount and currency **specified** in the **TDS**. A Tender-Securing Declaration shall use the form included in Section IV, Tender Forms.

b. If a Tender Security is specified pursuant to ITT 19.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer's option:
   I) cash;
   ii) a bank guarantee;
   iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority;

(iii) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya, from a reputable source, and an eligible country.

c. If an unconditional bank guarantee is issued by a bank located outside Kenya, the issuing bank shall have a correspondent bank located in Kenya to make it enforceable. The Tender Security shall be valid for thirty (30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 18.2.

d. If a Tender Security or Tender-Securing Declaration is specified pursuant to ITT 19.1, any Tender not accompanied by a substantially responsive Tender Security or Tender-Securing Declaration shall be rejected by the Procuring Entity as non-responsive.

e. If a Tender Security is specified pursuant to ITT 19.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the Contract and furnishing the Performance Security and any other documents required in the TDS. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.

f. The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security, and any other documents required in the TDS.

g. The Tender Security may be forfeited or the Tender-Securing Declaration executed:
   a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender, or any extension there to provide by the Tenderer; or
   b) if the successful Tenderer fails to: -
      i) sign the Contract in accordance with ITT47; or
      ii) furnish a Performance Security and if required in the TDS, and any other documents required in the TDS.

h. Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA to debars the Tenderer from participating in public procurement as provided in the law.

i. The Tender Security or the Tender-Securing Declaration of a JV shall be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of tendering, the Tender Security or the Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT 4.1 and ITT 11.2.

j. A tenderer shall not issue a tender security to guarantee itself.

20. Format and Signing of Tender

a. The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and clearly mark it “ORIGINAL.” Alternative Tenders, if permitted in accordance with ITT 13, shall be clearly marked “ALTERNATIVE.” In addition, the Tenderer shall submit copies of the Tender, in the number specified in the **TDS** and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.

b. Tenderers shall mark as “CONFIDENTIAL” all information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

c. The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the **TDS** and shall be attached to the

Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

d. In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

e. Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. SUBMISSION AND OPENING OF TENDERS

21. Sealing and Marking of Tenders

a. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:
   a. in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as described in ITT 11; and
   b. in an envelope or package or container marked "COPIES", all required copies of the Tender; and
   c. if alternative Tenders are permitted in accordance with ITT 13, and if relevant:
      i. in an envelope or package or container marked "ORIGINAL –ALTERNATIVE TENDER", the alternative Tender; and
      ii. in the envelope or package or container marked "COPIES- ALTERNATIVE TENDER", all required copies of the alternative Tender.

   The inner envelopes or packages or containers shall:
   a. bear the name and address of the Procuring Entity,
   b. bear the name and address of the Tenderer; and
   c. bear the name and Reference number of the Tender.

b. If an envelope or package or container is not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the Tender. Tenders misplaced or opened prematurely will not be accepted.

22. Deadline for Submission of Tenders

a. Tenders must be received by the Procuring Entity at the address specified in the TDS and no later than the date and time also specified in the TDS. When so specified in the TDS, tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the TDS.

b. The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Documents in accordance with ITT 8, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Tenders

The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of tenders, in accordance with ITT 22. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

24. Withdrawal, Substitution and Modification of Tenders

a. A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITT 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:
   a. prepared and submitted in accordance with ITT 20 and ITT 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and
   b. received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 22.

b. Tenders requested to be withdrawn in accordance with ITT 24.1 shall be returned unopened to the Tenderers.

c. No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

25. Tender Opening

a. Except in the cases specified in ITT 23 and ITT 24.2, the Procuring Entity shall publicly open and read out all Tenders received by the deadline, at the date, time and place specified **in the TDS**, in the presence of Tenderers' designated representatives who chooses to attend. Any specific electronic Tender opening procedures required if electronic Tendering is permitted in accordance with ITT 22.1, shall be as specified in the **TDS.**

b. First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelopes with the corresponding Tender shall not be opened but returned to the Tenderer. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

c. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.

d. Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.

e. Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Price, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.

f. Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and pages of the Bill of Quantities (to be decided on by the tender opening committee) are to be initialled by the members of the tender opening committee attending the opening.

g. At the Tender Opening, the Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 23.1).

h. The Procuring Entity shall prepare minutes of the Tender Opening that shall include, as a minimum: -

a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
b) the Tender Price, per lot (contract) if applicable, including any discounts;
c) any alternative Tenders;
d) the presence or absence of a Tender Security, if new as required;
e) number of pages of each tender document submitted.

i. The Tenderers' representatives who are present shall be requested to sign the minutes. The omission of a Tenderer's signature on the minutes shall not invalidate the contents and effect of the minutes. A copy of the tender opening register shall be distributed to all Tenderers.

E. EVALUATION AND COMPARISON OF TENDERS

26. Confidentiality

a. Information relating to the evaluation of Tenders and recommendation of contract award shall not be disclosed to Tenderers or any other persons not officially concerned with the Tender process until information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 43.

b. Any effort by a Tenderer to influence the Procuring Entity in the evaluation of the Tenders or Contract award decisions may result in the rejection of its tender.

c. Notwithstanding ITT 26.2, from the time of tender opening to the time of contract award, if a tenderer wishes to contact the Procuring Entity on any matter related to the tendering process, it shall do so in writing.

27. Clarification of Tenders

a. To assist in the examination, evaluation, and comparison of the tenders, and qualification of the tenderers, the Procuring Entity may, at its discretion, ask any tenderer for a clarification of its tender, given a reasonable time for a response. Any clarification submitted by a tenderer that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the tenders, in accordance with ITT 31.

b. If a tenderer does not provide clarifications of its tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

28. Deviations, Reservations and Omissions

a. During the evaluation of tenders, the following definitions apply: -
a. *"Deviation"* is a departure from the requirements specified in the tender document;
b. *"Reservation"* is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tender document; and
c. *"Omission"* is the failure to submit part or all of the information or documentation required in the Tender document.

29. Determination of Responsiveness

a. The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the tender itself, as defined in ITT 11.

b. A substantially responsive Tender is one that meets the requirements of the Tender document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that, if accepted, would:
   i. Affect in any substantial way the scope, quality, or performance of the Works specified in the Contract;
   ii. limit in any substantial way, inconsistent with the tender document, the Procuring

Entity's rights or the tenderer's obligations under the proposed contract;

iii. if rectified, would unfairly affect the competitive position of other tenderers presenting substantially responsive tenders.

c. The Procuring Entity shall examine the technical aspects of the tender submitted in accordance with ITT 16, to confirm that all requirements of Section VII, Works' Requirements have been met without any material deviation, reservation or omission.

d. If a tender is not substantially responsive to the requirements of the tender document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

30. Non-Material and Non-Conformities

a. Provided that a tender is substantially responsive, the Procuring Entity may waive any non-conformities in the tender.

b. Provided that a Tender is substantially responsive, the Procuring Entity may request that the tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non- conformities in the tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the tender. Failure of the tenderer to comply with the request may result in the rejection of its tender.

c. Provided that a tender is substantially responsive, the Procuring Entity shall rectify quantifiable non-material non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the TDS.**

31. Arithmetic Errors

a. The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

b. Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis: -
   a. Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
   b. Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and
   c. if there is a discrepancy between words and figures, the amount in words shall prevail

c. Tenderers shall be notified of any error detected in their bid during the notification of award.

32. Conversion to Single Currency

For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted in to a single currency as specified in the **TDS**.

33. Margin of Preference and Reservations

a. A margin of preference may be allowed only when the contract is open to international competitive tendering where foreign contractors are expected to participate in the tendering process and where the contract exceeds the value/threshold specified in the Regulations.

b. A margin of preference shall not be allowed unless it is specified so in the **TDS**.

c. Contracts procured on basis of international competitive tendering shall not be subject to reservations exclusive to specific groups as provided in ITT 33.4.

d. Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses or firms belonging to the specified group are eligible to tender. No tender shall be reserved to more than one group. If not so stated in the Invitation to Tender and in the Tender documents, the invitation to tender will be open to all interested tenderers.

34. Nominated Subcontractors

a. Unless otherwise stated in the **TDS,** the Procuring Entity does not intend to execute any specific elements of the Works by subcontractors selected/nominated by the Procuring Entity. In case the Procuring Entity nominates a subcontractor, the subcontract agreement shall be signed by the Subcontractor and the Procuring Entity. The main contract shall specify the working arrangements between the main contractor and the nominated subcontractor.

b. Tenderers may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the **TDS**. Subcontractors proposed by the Tenderer shall be fully qualified for their parts of the Works.

c. Domestic subcontractor's qualifications shall not be used by the Tenderer to qualify for the Works unless their specialized parts of the Works were previously designated so by the Procuring Entity in the **TDS** a scan be met by subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the qualifications of the Specialized Subcontractors proposed by the Tenderer may be added to the qualifications of the Tenderer

35. Evaluation of Tenders

a. The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Procuring Entity shall determine the Lowest Evaluated Tender in accordance with ITT 40

b. To evaluate a Tender, the Procuring Entity shall consider the following:

   a) price adjustment in accordance with ITT 31.1 (iii); excluding provisional sums and contingencies, if any, but including Daywork items, where priced competitively;
   b) price adjustment due to discounts offered in accordance with ITT 14.4;
   c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 32;
   d) price adjustment due to quantifiable non material non-conformities in accordance with ITT 30.3; and
   e) any additional evaluation factors specified in the **TDS** and Section III, Evaluation and Qualification Criteria.

c. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.

d. Where the tender involves multiple lots or contracts, the tenderer will be allowed to tender for one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT 35.2. The methodology to determine the lowest evaluated tenderer or tenderers base done lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.

36. Comparison of Tenders

The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 35.2 to determine the Tender that has the lowest evaluated cost.

37. Abnormally Low Tenders and Abnormally High Tenders

Abnormally Low Tenders

a. An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regards to the Tenderer's ability to perform the Contract for the offered Tender Price or that genuine competition between Tenderers is compromised.

b. In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender document.

c. After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

Abnormally High Tenders

d. An abnormally high tender price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

e. In case of an abnormally high price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:

   i. If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.

   ii. If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.

f. If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

38. Unbalanced and/or Front-Loaded Tenders

a. If in the Procuring Entity's opinion, the Tender that is evaluated as the lowest evaluated price is seriously unbalanced and/or frontloaded, the Procuring Entity may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the tender prices with the scope of works, proposed methodology, schedule and any other requirements of the Tender document.

b. After the evaluation of the information and detailed price analyses presented by the

Tenderer, the Procuring Entity may as appropriate:

a. accept the Tender;
b. require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding a 30% of the Contract Price;
c. agree on a payment mode that eliminates the inherent risk of the Procuring Entity paying too much for undelivered works;
d. reject the Tender

39. Qualifications of the Tenderer

a. The Procuring Entity shall determine to its satisfaction whether the eligible Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

b. The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 17. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Sub-contractors if permitted in the Tender document), or any other firm(s) different from the Tenderer.

c. An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated price to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

40. Lowest Evaluated Tender

Having compared the evaluated prices of Tenders, the Procuring Entity shall determine the Lowest Evaluated Tender. The Lowest Evaluated Tender is the Tender of the Tenderer that meets the Qualification Criteria and whose Tender has been determined to be:

a. Most responsive to the Tender document; and
b. The lowest evaluated price.

41. Procuring Entity's Right to Accept Any Tender and To Reject Any or all Tenders

The Procuring Entity reserves the right to accept or reject any Tender and to annul the Tender process and reject all Tenders at any time prior to Contract Award, without there by incurring any liability to Tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

F. AWARD OF CONTRACT

42. Award Criteria

The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender.

43. Notice of Intention to Enter into a Contract

Upon award of the contract and prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter into a Contract/Notification of award to all tenderers which shall contain, at a minimum, the following information:

a. the name and address of the Tenderer submitting the successful tender;
b. the Contract price of the successful tender;
c. a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in (c) above already reveals the reason;
d. the expiry date of the Standstill Period; and
e. instructions on how to request a debriefing and/ or submit a complaint during the stand still period

44. Standstill Period

a. The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

b. Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter into a Contract with the successful Tenderer

45. Debriefing by The Procuring Entity

a. On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 43, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

b. Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

46. Letter of Award

Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 42.1, upon addressing a complaint that has been filed with in the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

47. Signing of Contract

a. Upon the expiry of the fourteen days of the Notification of Intention to enter in to contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.

b. Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.

c. The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.

48. Performance Security

a. Within twenty-one (21) days of the receipt of the Letter of Award from the Procuring Entity, the successful Tenderer shall furnish the Performance Security and, any other documents required in the **TDS**, in accordance with the General Conditions of Contract, subject to ITT 38.2 (b), using the Performance Security and other Forms included in Section X, Contract Forms, or another form acceptable to the Procuring Entity. A foreign institution providing a bank guarantee shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent bank is not required

b. Failure of the successful Tenderer to submit the above-mentioned Performance Security and other documents required in the **TDS** or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.

c. Performance security shall not be required for contracts estimated to cost less than the amount specified in the Regulations.

49. Publication of Procurement Contract

Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:

a. name and address of the Procuring Entity;
b. name and reference number of the contract being awarded, a summary of its scope and the selection method used;
c. the name of the successful Tenderer, the final total contract price, the contract duration;
d. dates of signature, commencement and completion of contract;
e. names of all Tenderers that submitted Tenders, and their Tender prices as readout at Tender opening.

50. Procurement Related Complaint

The procedures for making Procurement-related Complaints are as specified in the TDS.

Section II - Tender Data Sheet (TDS)

The following specific data shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

[Where an e-procurement system is used, modify the relevant parts of the TDS accordingly to reflect the e-procurement process]. [Instructions for completing the Tender Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITT].

ITT Reference	**PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS**
	A. General
ITT 1.1	**THE TENDER REFERENCE NUMBER (ITT) IS:** K.C.O./ONT/02/2025-2026 **THE PROCURING ENTITY IS**: Kalicha Chief Office Camp Pmc **THE NAME OF THE ITT**: Proposed Construction Of Administration Block Containing 3 Offices And One Hall & 2 Door Pit Latrine At Kalicha In Mandera North Constituency
ITT 2.1	**NOT APPLICABLE**
ITT 3.3	The Information made available on competing firms is as follows:
ITT 4.1	Maximum number of members in the Joint Venture (JV) shall be: **NONE**
	B. Contents of Tender Document
ITT 8.2	The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than **3rd August, 2026**
ITT 8.4	pretender site visit. **Allowed**

ITT 9.1	For Clarification of Tender purposes, for obtaining further information and for purchasing tender documents, the Procuring Entity's address is: **Attention:** Deputy County Commissioner Mandera North Sub - County P. O. Box 03 – 70302 RHAMU DCC Mandera North ,0721548156 Physical Address: DCC'S Office - Rhamu Town

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
C. Preparation of Tenders	
ITP 13.1 (h)	The Tenderer shall submit the following additional documents in its Tender: *AS PER THE EVALUATION CRITERIA*
ITT 15.1	Alternative Tenders ***SHALL NOT*** be considered.
ITT 15.2	Alternative times for completion ***SHALL NOT BE*** permitted.
ITT 15.4	Alternative technical solutions shall be permitted for the following parts of the Works: ***SHALL NOT BE*** ALLOWED
ITT 16.5	The prices quoted by the Tenderer shall be *FIXED*
ITT 20.1	The Tender validity period shall be **120 DAYS**_________
ITT 20.3 (a)	) The delayed to exceeding_____30___________number of days. AS PER CONTRACT DAYS) The Tender price shall be adjusted by the following percentages of the tender price:
ITT 21.1	A Tender Security *of **Kshs. 110,000 Bid Price shall*** be required. - Tender Security shall be required; the amount and currency of the Tender Security shall be *As Above* FROM FINANCIAL INSTITUITION RECOGNISED BY Central Bank of Kenya, OR INSUARANCE COMPANIES APPROVED BY PPRA
ITT 21.2 (d)	The other Tender Security shall be _NOT APPLICABLE
ITT 21.5	On the Performance Security, other documents required shall be_______________ AS PER SPECIAL CONDITONS OF CONTRACT
ITT 22.1	In addition to the original of the Tender, the number of copies is: ORIGINALS ONLY ONE
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: *WRITEN POWER OF ATTORNEY/ FROM COMMISSIONER OF OATHS*
D. Submission and Opening of Tenders	
ITT 24.1	(A) For Tender submission purposes only, the Procuring Entity's address is: **Attention: Deputy County Commissioner** **Mandera North Sub - County** **P. O. Box 03 – 70302, RHAMU**

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 25.1	The deadline for Tender submission is: --- ,3rd August, 2026, 10:00 am Tenderers *shall not* have the option of submitting their Tenders electronically.
	The Tender opening shall take place at: **Attention: Attention: Deputy County Commissioner** **Mandera North Sub - County** **P. O. Box 03 – 70302, RHAMU**
ITT 26.2	The electronic Tender opening procedures shall NOT be APPLICABLE
ITT 26.6	The Form of Tender and priced Schedule of requirements shall be initialed by TENDER OPENING COMMITTEE *[4]* representatives.
E. Evaluation and Comparison of Tenders	
ITT 33.2	The currency shall be Kenya Shillings and the source of exchange rate shall be Central bank of Kenya as on as on five (5) calendar days prior to the deadline for submission of bids
ITT 34.2	Margin of preference shall be not allowed.
	F. Award of Contract
ITT 44.1	The negotiations will be held at DCC'S BOARDROOM AT Rhamu Town
ITT 49.1	The procedures for making a Procurement-related Complaint are available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to: For the attention: **Mr**. JUSTIN MA Title/position: *DCC.* Procuring Entity: *Kalicha Chief Office Camp* In summary, a Procurement-related Complaint may challenge any of the following: (i) the terms of the Tender Documents; and the Procuring Entity's decision to award the contract.

SECTION III – EVALUATION AND QUALIFICATION CRITERIA

1. GENERAL PROVISIONS

1.1. This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity shall use **the Standard Tender Evaluation Document for Goods and Works** for evaluating Tenders.

1.2. Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:

a) For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year are to be converted) was originally established.
b) Value of single contract - Exchange rate prevailing on the date of the contract signature.
c) Exchange rates shall be taken from the publicly available source identified in the ITT 14.3. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

1.3. EVALUATION AND CONTRACT AWARD CRITERIA

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that(i) meets the qualification criteria, (ii) has been determined to be substantially responsive to the Tender Documents, and (iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

1. For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
2. Value of single contract - Exchange rate prevailing on the date of the contract signature.
3. Exchange rates shall be taken from the publicly available source identified in the ITT 14.3. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

2. PRELIMINARY EXAMINATION FOR DETERMINATION OF RESPONSIVENESS

Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered non- responsive and will not be considered further.

EVALUATION AND CONTRACT AWARD CRITERIA

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that(i) meets the qualification criteria, (ii) has been determined to be substantially responsive to the Tender Documents, and

(iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

1. For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year are to be converted) was originally established.
2. Value of single contract - Exchange rate prevailing on the date of the contract signature.
3. Exchange rates shall be taken from the publicly available source identified in the ITT 14.3. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

2. PRELIMINARY EXAMINATION FOR DETERMINATION OF RESPONSIVENESS

This stage shall involve examination of the pre-qualification conditions as set out in the ITT and other conditions stated in the bid document.

The tender shall be complete in all aspects in meeting the requirements provided for in the preliminary **evaluation criteria** outlined below; -

Tenders that do not pass the Preliminary Examination will be considered non- responsive and will not be considered further.

ITEM	MANDATORY REQUIREMENT (MR) – MAIN CONTRACTOR
MR1	Certificate of Incorporation / Registration from the Registrar of Companies / Businesses;
MR2	(Valid copy of Certificate of CR12 or CR13) for list of directors, beneficial owners, name of proprietor or names of partners issued not more than 3 months before the closure of the tender
MR3	Current Category of Registration with National Construction Authority (NCA) in the relevant trade; (NCA 7 and above for Building Works)
MR 4	Certificate Contractor's Annual Practicing License from NCA for the current year
MR5	Must submit a copy of valid tax compliance
MR6	VAT/PIN registration certificate (Copy).
MR7	Provision of a tender Security/Bid Bond of the stated amount of Kshs. 110,000.00, If a Tender Security shall be required, the amount and currency of the Tender Security shall be *As Above* FROM FINANCIAL INSTITUITION RECOGNISED BY Central Bank of Kenya, OR INSUARANCE COMPANIES APPROVED BY PPRA
MR8	Dully filled forms (Original): a) Form of tender, b) Confidential business questionnaire, c) Certificate of independent tender determination, d) Self-declaration forms SD1 and SD2 and e) Declaration and commitment to the code of ethics
MR9	Valid copy of Trading / Business Permit
MR 10	Power of Attorney witnessed by an advocate (Copy)
MR11	The Bid has been submitted in the format required by the procuring entity - the tender document to be returned in the order and pages provided in the tender and paginated in sequence including attachments (Spiral Binding and use of Spring or box files will not be accepted and will lead to automatic disqualification)

Note:

The bid security shall be in accordance with the following notes; -a

The bidders' who do not satisfy any of the above requirements shall be considered non-responsive and their tenders will not be evaluated further.

STAGE 2: TECHNICAL EVALUATION

Assessment for eligibility

The tender document shall be examined based on clause 11.1 of the Instruction to Tenderers.

The tenderers will be required to provide evidence for eligibility of the award of the tender by satisfying the employer of their eligibility and their capability and adequacy of resources to effectively carry out the subject contract.

The tenderers shall be required;

a) *To fill the Standard Forms provided in the bid document for the purposes of providing the required information. The tenderers **MUST** also attach the required information if they so desire;*

A.) TECHNICAL EVALUATION FOR BUILDERS WORKS

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

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

2.Technical Evaluation Criteria				
S/No.	Requirement	Evidence	Max. score	Score Awarded
1.	Similar works completed	a) Four (4) marks for each practical completion certificate for works of a similar nature, magnitude and Complexity (Above the project value (maximum 5 certificates) b) Three (3) marks for each practical completion certificate for works of a similar nature of the project value - Maximum five (5) certificates c) Two (2) mark for each practical completion certificate for works of a similar nature and but of low magnitude/size - Maximum five certificates N/B. (*attach contract together with its subsequent practical completion certificate*)	20	
2.	Key personnel	Provide employment/appointment letters, contracts of the key personnel including length of service/ CVs, academic and professional certificates. **a)** Director of the Firm. - Degree in Building related course….6mks - Diploma in Building related course.4mks - Certificate in Building related course…2mks **b)** Project Manager/Lead Team. - Degree in Building related course…….4mks - Diploma in Building related course ….. 2mks - Certificate in Building related course….1mks c) Other Technical staff. - Certificate in Building related course and an	15	

		experience of 10 or More years – 2.5marks (maximum 2 staff) - Certificate in Building related course and an experience of less than 10 years – 1mark (maximum 5 staff)		
3.	Past Performance	Contracts performance with Previous Clients completed within the last Two (2) years (Attach Minimum of 5 Completion certificates with approved recommendation letters from the clients). • Five (5) or more projects of similar nature, complexity and magnitude completed within the last Two years-4marks each project • Project of similar nature but of lower value than the one in consideration 2mks each project (Maximum 5 projects) • No completed project of similar nature........0	20	
4.	Proof Financial Resources.	Evidence of Financial Resources (cash in hand, lines of credit, over draft facility etc.) • Has financial resources equal or above the cost of the project ....5 • Has financial resources below the cost of the project …2 • Has not indicated sources of financial resources…0	5	
5.	Audited Financial Reports	Audited financial report (last three (3) years) (Certified by Public Accountant). 2022-2023(5mks) 2023-2024(5mks) 2024-2025(5mks)	15	

6.	Adequate Equipment	Give a list and type of relevant equipment owned/leased by firm (provide evidence of ownership/Lease). Transport a) 2 Lorry @ 2 marks....................4marks b) 2 Pickups @ 2 Marks ....4 Marks Other Relevant equipment a. back hoe 1...........................(2 marks) b. excavator...................................(2 Marks) c. Concrete Mixer ....(2 marks)	14	
7.	Electrical/ Mechanical Works	Contractors to Provide Registration with National Construction Authority Electrical & Mechanical Works). a) Provide proof of Registration with National Construction Authority (Electrical Works Category 8 and above) b) Provide Proof of Registration with National Construction Authority Mechanical Works Category 8 and above) Note: Contractors Shall provide Sub Contractors agreement and their relevant Valid NCA's Categories as above in the event the Tenderer lacks internal capacity.	6	
8.	Litigation History	a) Dully Filled, Signed and Stamped (5 *marks)*	5	
	Total Score		100marks	
Only bidders who score 80marks (80%) and above will proceed to financial evaluation stage.				

STAGE 3. FINANCIAL EVALUATION.

Upon completion of the technical evaluation a detailed financial evaluation shall follow. The financial evaluation shall proceed in the manner described in the Public Procurement and Asset Disposal Act (2015).

The evaluation shall be in three stages

a) Determination of the Corrected Tender Sums;

b) Comparison of Rates for major components of Works; and

c) Consistency of the Rates

A) *Determination of the Arithmetic Errors*

Arithmetic Errors will be corrected by the Procuring Entity as follows:

i) In the event of a discrepancy between the amount as stated in the form of Tender and the corrected tender figure in the Main summary of the Bills of Quantities, the amount as stated in the Form of tender shall prevail. Pursuant to Section 82 of the Public Procurement and Asset Disposal Act 2015, the tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity;

ii) Error correction factor shall be computed by expressing the difference between the amount and the corrected tender sum as a percentage of the corrected contract works

iii) The Error correction factor shall be applied to all contract works (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuations of variations.

B) *Comparison of rates for the bidder*

Items that are underpriced or overpriced may indicate potential for non-delivery and front loading respectively. The committee shall promptly write to the tenderer asking for detailed breakdown of costs for any of the quoted items, relationship between those prices, proposed construction/installation methods and schedules.

The evaluation committee shall evaluate the responses and make an appropriate recommendation to the procuring entity's tender committee giving necessary evidence. Such recommendations may include but not limited to:

a) Recommend no adverse action to the tenderer after a convincing response;

b) Employer requiring that the amount of the performance bond be raised at the expense of the successful tenderer to a level sufficient to protect the employer against potential financial losses;

c) Recommend non-award based on the response provided and the available demonstrable evidence that the scope, quality, completion timing, administration of works to be undertaken by the tenderer, would adversely be affected or the rights of the employer or the tenderers obligations would be limited in a substantial way.

C) Consistency of the Rates

The evaluation committee will compare the consistency of rates for similar items and note all inconsistencies of the rates for similar items

N/B

ALL QUOTED PRICES SHALL BE INCLUSIVE OF 0.03% CAPACITY BUILDING LEVY, CALCULATED ON THE TOTAL CONTRACT VALUE

STAGE 4 - DUE DELIGENEC & RECOMMENDATION FOR AWARD

Particulars of post – qualification if applicable at Kalicha Village in Mandera North in Mandera North Constituency inspect the premises and under due diligence to seek further clarification/confirmation, if necessary, to confirm authenticity /compliance of any condition of the tender /qualifications of the tenderer in line with **Section 83 of the Public Procurement and Asset Disposal Act ,2015**

Award Criteria:

The firm achieving the lowest evaluated price will be awarded the contract in line with Section 86 of the Public Procurement and Disposal Act,2015

3. TENDER EVALUATION (ITT 35)

Price evaluation: in addition to the criteria listed in ITT 35.2 (a) – (d) the following criteria shall apply:

(i) Alternative Completion Times, if permitted under ITT13.2, will be evaluated as follows: ……………………………………………………………………..

(ii) Alternative Technical Solutions for specified parts of the Works, if permitted under ITT 13.4, will be evaluated as follows: ………………………………………………………………………..

(iii) Other Criteria; if permitted under ITT 35.2(j): ……………………………………………………………………………

4. MULTIPLE CONTRACTS

4.1 Multiple contracts will be permitted in accordance with ITT 35.4. Tenderers are evaluated on basis of Lots and a lowest evaluated tenderer identified for each Lot. The Procuring Entity will select one Option of the two Options listed below for award of Contracts.

OPTION 1

(i) If a tenderer wins only one Lot, the tenderer will be awarded a contract for that Lot, provided the tenderer meets the Eligibility and Qualification Criteria for that Lot.

(i) If a tenderer wins more than one Lot, the tender will be awarded a contract for all won Lots, provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the won Lots. The tenderer will be awarded only the combinations for which the tenderer qualifies and the others will be considered for award to second lowest the tenderers.

Declaration

I, the undersigned [insert either “Contractor's Representative” or “Key Personnel” as applicable], certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Tender:

Commitment	Details
Commitment to duration of contract	[*insert period (start and end dates) for which this Contractor’s Representative or Key Personnel is available to work in this contract*]
Time commitment	[*insert period (start and end dates) for which this Contractor’s Representative or Key Personnel is available to work in this contract*]

I understand that any misrepresentation or omission in this form may:

a) be taken into consideration during Tender evaluation;

b) result in my disqualification from participating in the tender;

c) result in my dismissal from the contract.

Name of Contractor's Representative or Key Personnel:

Signature:

Date: (day month year):

Counter signature of authorized representative of the Tenderer:

Signature:

Date: (day month year):

1. TENDERERS QUALIFICATION WITHOUT PREQUALIFICATION

To establish its qualifications to perform the contract in accordance with Section III, Evaluation and Qualification Criteria the Tenderer shall provide the information requested in the corresponding Information Sheets included hereunder.

1.1. FORM ELI – 1.1

Tenderer Information Form

Date: ____

ITT No. and Title: _____________________________________

Tenderer's Name
In case of Joint Venture (JV), Name of Each Member
Tenderer's Actual or Intended Year of Incorporation
Tenderer's Legal Address [in country of registration]
Tenderer's Authorized Representative Information Name: Address: Telephone/Fax Numbers: E-mail Address:
1. Attached are copies of original documents of: • Articles of Incorporation (or equivalent documents of constitution or association) and /or documents of registration of the legal entity named above in accordance with ITT 3.6 • In case of JV, letter of intent to form JV or JV agreement in accordance with ITT 3.5 • In case of state-owned enterprise or institution in accordance with ITT 3.8 documents establishing: a. Legal and financial autonomy b. Operation under commercial law c. Establishing that the tenderer is not under the supervision of the Procuring Entity 2. Included are the organizational chart, a list of Board of Directors and the beneficial ownership

1.2. FORM ELI - 1.2

Tenderer's JV Information Form

(To be completed for each member of Tenderer's JV)

Date: ______________________________________

ITT No. and Title: ____________________________

Tenderer's JV Name
JV Member's Name
JV Member's Country of Registration
JV Member's Year of Constitution
JV Member's Legal Address in Country of Constitution
JV Member's Authorized Representative Information Name: Address: Telephone/Fax Numbers: E-mail Address:
1. Attached are copies of original documents of: • Articles of Incorporation (or equivalent documents of constitution or association) and /or documents of registration of the legal entity named above in accordance with ITT 3.6 • In case of state-owned enterprise or institution in accordance with ITT 3.8 documents establishing: d. Legal and financial autonomy e. Operation under commercial law f. Establishing that the tenderer is not under the supervision of the Procuring Entity, in accordance with ITT 3.5 2. Included are the organizational chart, a list of Board of Directors and the beneficial ownership

1.3. FORM CON – 2

Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer's Name: ____Date: ___________

JV Member's Name____________________________________ITT No. And Title__________

<table>
<tr><td colspan="4">Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria</td></tr>
<tr><td colspan="4">
○ Contract non-performance did not occur since 1st January [insert year] specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1

○ Contract(s) non-performance since 1st January [insert year] specified in Section III, Evaluation and Qualification Criteria, Requirement 2.1

○ Contract(s) withdrawn did not occur since 1st January [insert year] specified in Section III, Evaluation and Qualification Criteria, Requirement 2.1
</td></tr>
<tr><td>Year</td><td>Non-performed portion of contract</td><td>Contract Identification</td><td>Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)</td></tr>
<tr><td>[insert year]</td><td>[insert amount and percentage]</td><td>Contract Identification: [indicate complete contract name/number and any other identification]

Name of Procuring Entity: [insert full name]

Address of Procuring Entity: [insert street/city/country]

Name of Procuring Entity: [insert street/city/country]

Reason(s) for non-performance: [indicate main reasons]</td><td>[insert amount]</td></tr>
<tr><td colspan="4">Pending Litigation in accordance with Section III, Evaluation and Qualification Criteria</td></tr>
<tr><td colspan="4">
○ No Pending Litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub Factor 2.3

○ Pending Litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.
</td></tr>
<tr><td>Year of dispute</td><td>Amount in dispute (currency)</td><td>Contract Identification</td><td>Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)</td></tr>
</table>

		Contract Identification: ________________ Name of Procuring Entity: _____________ Address of Procuring Entity: ___________ Matter in dispute: _____________________ Party who initiated the dispute: ________ Status of Dispute: _____________________	
[*insert year*]	[*insert percentage*]	Contract Identification: ________________ Name of Procuring Entity: _____________ Address of Procuring Entity: ___________ Matter in dispute: _____________________ Party who initiated the dispute: ________ Status of Dispute: _____________________	[*insert amount*]
Litigation in accordance with Section III, Evaluation and Qualification Criteria			
○ No Litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub Factor 2.4 ○ Pending Litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			
Year of award	**Outcome as percentage of Net Worth**	**Contract Identification**	**Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)**
[*insert year*]	[*insert percentage*]	Contract Identification: [*indicate complete contract name/number and any other identification*] Name of Procuring Entity: [*insert full name*] Address of Procuring Entity: [*insert street/city/country*] Matter in dispute: [*indicate main issues in dispute*] Party who initiated the dispute: [*indicate "Procuring Entity" or "Contractor"*] Reason(s) for Litigation and Award Decision: [*indicate main reasons*]	[*insert amount*]

Include details relating to potential bid-rigging practices such as previous occasions where tenders were withdrawn, joint bids with competitors, subcontracting work to unsuccessful tenderers, etc.

1.3.1. Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of Finance	Amount (Kenya Shilling Equivalent)
1		
2		
3		

1.3.2. Financial Documents

The Tenderer and its parties shall provide copies of financial statements for years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

a. Reflect the financial situation of the Tenderer or In case of JV member, and not an affiliated entity (such as parent company or group member).
b. Be independently audited or certified in accordance with local legislation.
c. Be complete, including all notes to the financial statements.
d. Correspond to accounting periods already completed and audited

Attached are copies of financial statements for the _____________years required above and complying with the requirements.

1. FORM OF TENDER

INSTRUCTIONS TO TENDERERS

i) The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.

ii) All italicized text is to help Tenderer in preparing this form.

iii) Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER attached to this Form of Tender.

iv) The Form of Tender shall include the following Forms duly completed and signed by the Tenderer.

- *Tenderer's Eligibility- Confidential Business Questionnaire*
- *Certificate of Independent Tender Determination*
- *Self-Declaration of the Tenderer*

Date of this Tender submission: *[insert date (as day, month and year) of Tender submission]* **Request for Tender No.: [***insert identification]* **Name and description of Tender** *[Insert as per ITT)* **Alternative No.:** *[insert identification No if this is a Tender for an alternative]*

To: *[insert complete name of Procuring Entity]*

Dear Sirs,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above-named Works, we, the undersigned offer to construct and complete the Works and remedy any defects there in for the sum[3] of Kenya Shillings [[*Amount in figures*]___________Kenya Shillings *[amount in words*]____

   The above amount includes foreign currency[4] amount(s) of [*state figure or a percentage and currency*] [figures] ___________________________________[words] ___________________________________The percentage or amount quoted above does not include provisional sums, and only allows not more than two foreign currencies.

2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Architect notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Special Conditions of Contract.

3. We agree to adhere by this tender until___________________*[Insert date]*, and it shall remain binding upon us and may be accepted at any time before that date.

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

5. We, the under signed, further declare that:

   i) No reservations: We have examined and have no reservations to the tender document, including Addenda issued in accordance with ITT 28;

   ii) Eligibility: We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3 and 4;

   iii) Tender - Securing Declaration: We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing or Proposal-Securing Declaration in the Procuring Entity's Country in accordance with ITT

   iv) Conformity: We offer to execute in conformity with the tendering documents and in accordance with the implementation and completion specified in the construction schedule, the following Works: *[insert a brief description of the Works];*

v) Tender Price: The total price of our Tender, excluding any discounts offered in item 1 above is: *[Insert one of the options below as appropriate]*

vi Option 1, in case of one lot: Total price is: *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies*]; or

Option2, in case of multiple lots:

(a) Total price of each lot [*insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies*]; and

(b) Total price of all lots (sum of all lots) [*insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies*];

vii) Discounts: The discounts offered and the methodology for their application are:

viii) The discounts offered are: [*Specify in detail each discount offered.*]

ix) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];

x) Tender Validity Period: Our Tender shall be valid for the period specified in TDS 18.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

xi) Performance Security: If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering document;

xii) One Tender Per Tender: We are not submitting any other Tender(s) as an individual Tender, and we are not participating in any other Tender(s) as a Joint Venture member or as a sub-contractor, and meet the requirements of ITT 3.4, other than alternative Tenders submitted in accordance with ITT 13.3;

xiii) Suspension and Debarment: We, along with any of our subcontractors, suppliers, Engineer, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.

xiv) State-owned enterprise or institution: [*select the appropriate option and delete the other*] [*We are not a state- owned enterprise or institution*]/[*We are a state-owned enterprise or institution but meet the requirements of ITT3.8*];

xv) Commissions, gratuities, fees: We have paid, or will pay the following commissions, gratuities, or fees with respect to the tender process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*.

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")
This sum should be carried forward from the Summary of the Bills of Quantities.
The percentage quoted above should not include provisional sums, and not more than two foreign currencies are allowed.

xvi) Binding Contract: We understand that this Tender, together with your written acceptance there of included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

xvii) Not Bound to Accept: We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender or any other Tender that you may receive;

xviii) Fraud and Corruption: We here by certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption; and

xix) Collusive practices: We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of Independent Tender Determination" attached below.

xx) We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from__________(*specify website*) during the procurement process and the execution of any resulting contract.

xxi) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:

a) Tenderer's Eligibility; Confidential Business Questionnaire - to establish we are not in any conflict to interest
b) Certificate of Independent Tender Determination - to declare that we completed the tender without colluding with other tenderers
c) Self-Declaration of the Tenderer - to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
d) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in **"Appendix 1 - Fraud and Corruption**" attached to the Form of Tender.

Name of the Tenderer: *[*insert complete name of person signing the Tender*]

Name of the person duly authorized to sign the Tender on behalf of the Tenderer: **[*insert complete name of person duly authorized to sign the Tender*]

Title of the person signing the Tender: [*insert complete title of the person signing the Tender*]

Signature of the person named above: [*insert signature of person whose name and capacity are shown above*]

Date signed [*insert date of signing*] day of [*insert month*], [*insert year*]Date signed_day of_,

Notes

** In the case of the Tender submitted by joint venture specify the name of the Joint Venture as Tenderer.*

***Person signing the Tender shall have the power of attorney given by the Tenderer to be attached with the Tender.*

a) TENDERER'S ELIGIBILITY - CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

Tender is in structed to complete the particulars required in this Form, one form for each entity if Tender is a JV. Tenderer is further reminded that it is an offence to give false information on this Form.

a. Tenderer's Details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address (*postal and physical addresses, email, and telephone number*) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address (*postal and physical addresses, email, and telephone number*) of state which stock exchange	

General and Specific Details

b. **Sole Proprietor**, provide the following details

Name in full____Age____________ Nationality

Country of Origin__

Citizenship________

c. **Partnership,** provide the following details

	Names of Partners	Nationality	Citizenship	% Shares Owned
1				
2				
3				

d. **Registered Company,** provide the following details

I. Private or public company_____________________________________

II. State the nominal and issued capital of the company_____________________

Nominal Kenya Shillings (Equivalent) ______________________________

Issued Kenya Shillings (Equivalent) ________________________________

III. Give Details of Directors as follows

	Names of Director	Nationality	Citizenship	% Shares Owned
1				
2				
3				

e. **DISCLOSURE OF INTEREST – Interest of the Firm in the Procuring Entity**

i. Are there any person/persons in _________________________(Name of Procuring Entity) who has/have an interest or relationship in this firm? Yes/No ____________________

If Yes provide details as follows:

	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

ii. Conflict of Interest Disclosure

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		

2	Tenderer receives or has received any direct or indirect subsidy from another Tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract Specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

Certification

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name ____

Title or Designation ____

_________________________________ _______________________

(Signature) (D

b) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the ____[*Name of Procuring Entity]* for: ____[*Name and number of tenders]* in response to the request for tenders made by:__________[*Name of Tenderer*] do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of____[*Name of Tenderer]* that:

1. I have read and I understand the contents of this Certificate;

2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;

4. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
   a) Has been requested to submit a Tender in response to this request for tenders;
   b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;

5. The Tenderer discloses that [check one of the following, as applicable]:
   a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
   b) The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5)(a) or(5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   a) prices;
   b) methods, factors or formulas used to calculate prices;
   c) the intention or decision to submit, or not to submit, a tender; or
   d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5)(b) above;

7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph(5)(b) above;

8. The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name
Title
Date

[Name, title and signature of authorized agent of Tenderer and Date]

c) SELF DECLARATION FORMS

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I, ……………………………………, of Post Office Box..being a resident of

………………………………….. in the Republic of .... do hereby make a statement as follows: -

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of

… ....*(insert name of the Company)* who is a Bidder in respect of **Tender No.**

…………………. for ……………………. *(insert tender title/description)* for.................................. *(insert name of the Procuring entity)* and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to here in above is true to the best of my knowledge, information and belief.

…………………………………. …………………………….. (Title)
(Signature) (Date)

Bidder Official Stamp

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I, ……………………………………of P.O. Box..being a resident of ………………………………….. in the Republic of............................ do hereby make a statement as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of … ....(insert name of the Company) who is a Bidder in respect of **Tender No ....** for ………………… *(insert tender title/description)* for ....*(insert name of the Procuring entity)* and duly authorized and competent to make this statement.

2. THAT the afore said Bidder, its servants and/or agents/subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of.................................. *(insert name of the Procuring entity)* which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ……………………. *(name of the procuring entity).*

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

5. THAT what is deponed to here in above is true to the best of my knowledge information and belief.

…………………………………………… ……………………………… … ....(Title)

(Signature) (Date)

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I ....(person) on behalf of ***(Name of the Business/ Company/Firm***)
....
…..declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do here by commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory..

Sign……………..

Position..

Office address..

Telephone…... E-

mail……………………………………………...

....

Name of the Firm/Company………………………...

Date…………………………………………………...

(Company Seal/ Rubber Stamp where applicable)

Witness

Name……………………………………………………..

Sign………………………………………………………..

Date…………………………………………………………...

d) APPENDIX 1 - FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

1.1 The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act *(no. 33 of 2015)* and its Regulation, and any other

Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

2. Requirements

2.1 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

2.2 Kenya's public procurement and asset disposal act *(no. 33 of 2015)* under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:

1) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or as set disposal proceeding;

2) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;

3) Without limiting the generality of the subsection (1) and (2), the person shall be: -

   a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
   b) if a contract has already been entered into with the person, the contract shall be voidable;

4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;

5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -

   a) Shall not take part in the procurement proceedings;
   b) shall not, after a procurement contract has been entered in to, take part in any decision relating to the procurement or contract; and
   c) shall not be a subcontract or for the tender to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.

6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;

7) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

3. In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:

   i) "Corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
   ii) "Fraudulent practice" is any act or omission, including is representation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
   iii) "Collusive practice "is an arrangement between two or more parties designed to achieve an

improper purpose, including to influence improperly the actions of another party; “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

iv) “obstructive practice” is:

- Deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.

b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.

c) Rejects a proposal for award[1] of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

d) Pursuant to the Kenya's above stated Acts and Regulations, may recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;

e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring(i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect[2] all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and

f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

2. FORM OF TENDER SECURITY-DEMAND BANK GUARANTEE

Beneficiary:____

Request for Tenders No:_______________________________

Date:____

TENDER GUARANTEE No.:____________________________

Guarantor: ____

1. We have been informed that___________________________(hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (hereinafter called" the Tender") for the execution of under Request for Tenders No.__________(“the ITT”).

2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.

3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of______(____________) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

(a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Applicant; or

b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provide by the Applicant, (I) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.

5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

____

[Signature(s)]

3. FORM OF TENDER SECURITY (TENDER BOND)

[The Surety shall fill in this Tender Bond Form in accordance with the

instructions indicated.] BOND NO._____

1. BY THIS BOND *[name of tenderer]* as Principal (hereinafter called “the Principal”), and *[name, legal title, and address of surety]*,**authorized to transact business in** *[name of country of Purchaser]*, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Purchaser]* as Obligee (hereinafter called “the Purchaser”) in the sum of *[amount of Bond][amount in words]*,for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and as signs, jointly and severally, firmly by these presents.

2. WHERE AS the Principal has submitted or will submit a written Tender to the Purchaser dated the_____day of
______, 20, for the supply of *[name of Contract]* (herein after called the "Tender").

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the principal:

a) Has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender ("the Tender Validity Period"), or any extension there to provide by the principal; or

b) Having been notified of the acceptance of its Tender by the Purchaser during the Tender Validity Period or any extension there to provide by the principal;(I) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers ("ITT") of the Purchaser's Tendering document.

then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser's first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event (s) has occurred.

4. The Surety here by agrees that its obligation will remain in full force and effect up to and including the date 30 days after the date of expiration of the Tender Validity Period set forth in the Principal's Letter of Tender or any extension thereto provided by the principal.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this day of____20.

Principal: ____________________________________ Surety: ____________________________

Corporate Seal (where appropriate)

Principal: ____________________________________ Surety: ____________________________

(Signature) (Signature)

(Printed name and title) (Printed name and title)

4. FORM OF TENDER - SECURING DECLARATION

[The Bidder shall complete this Form in accordance with the instructions indicated]

Date:.. *[insert date (as day, month and year) of Tender Submission]*

Tender No. .... *[insert number of tendering process]*

To:.. *[insert complete name of Purchaser]* I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are

in breach of our obligation(s) under the bid conditions, because we–(a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.

3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
   a) Our receipt of a copy of your notification of the name of the successful Tenderer; or
   b) thirty days after the expiration of our Tender.
4. I/We understand that if I am /we are/ in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed ....Capacity/title (director or

partner or sole proprietor, etc.) ……….…………........……

Name…..Duly authorized

to sign the bid for and on behalf of: *[insert complete name of Tenderer]*

Dated on …………………. day of ……………., ... *[Insert date of signing]* Seal or stamp

Appendix to Tender

Schedule of Currency Requirements

Summary of currencies of the Tender for ______________________________[insert name of Section of the Works]

Name of Currency	**Amounts Payable**
Local Currency ______________________	

Foreign Currency #1 ____________________	
Foreign Currency #2 ____________________	
Foreign Currency #3 ____________________	
Provisional Sums expressed in local currency ____________________	[To be entered by the Procuring Entity]

PART II- WORKS REQUIREME

PART III - THE CONDITIONS OF CONTRACT AND CONTRACT

1. TERMINATION BY PROCURING ENTITY

1.1 Notice to correct any defects or failures

If the Contractor fails to carry out any obligation under the Contract, the Architect may by notice require the Contractor to make good the failure and to remedy it within 30 days.

1.2 Termination by Procuring Entity

1.2.1 The Procuring Entity shall be entitled to terminate the Contract if the Contractor breaches the contract based on following circumstances which shall include but not limited to:

a) fails to comply with Sub-Clause 4.2 [Performance Security] or with a notice under Sub-Clause 15.1 [Notice to Correct],

b) abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract,

c) without reasonable excuse fails:

   i) to proceed with the Works in accordance with Clause 8 [Commencement, Delays and Suspension], or

   ii) to comply with a notice issued under Sub-Clause 7.5 [Rejection] or Sub-Clause 7.6 [Remedial Work], within 30 days after receiving it,

d) subcontracts the major part or whole of the Works or assigns the Contract without the consent of the Procuring Entity,

e) becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events, or

f) gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an induce mentor reward:

i) for doing or for bearing to do any action in relation to the Contract, or

ii) for showing or for bearing to show favor or disfavor to any person in relation to the Contract, or

iii) if any of the Contractor's Personnel, agents or Subcontractors gives or offers to give (directly or indirectly) to any person any such induce mentor reward as is described in this sub-paragraph (f). However, lawful inducements and rewards to Contractor's Personnel shall not entitle termination, or

g) If the contract or repeatedly fails to remedy delivers defective work,

h) based on reasonable evidence, has engaged in Fraud and Corruption as defined in paragraph 2.2 of the Appendix B to these General Conditions, in competing for or in executing the Contract.

1.2.2 In any of these events or circumstances, the Procuring Entity may, upon giving 14 days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in the case of sub-paragraph (e) or (f) or (g) or (h), the Procuring Entity may by notice terminate the Contract immediately.

1.2.3 The Procuring Entity's election to terminate the Contract shall not prejudice any other rights of the Procuring Entity, under the Contractor otherwise.

1.2.4 The Contractor shall then leave the Site and deliver any required Goods, all Contractor's Documents, and other design documents made by or for him, to the Engineer. However, the Contractor shall use his best efforts to comply immediately with any reasonable instructions included in the notice (i) for the assignment of any subcontract, and (ii) for the protection of life or property or for the safety of the Works.

1.2.5 After termination, the Procuring Entity may complete the Works and/ or arrange for any other entities to do so. The Procuring Entity and these entities may then use any Goods, Contractor's Documents and other design documents made by or on behalf of the Contractor.

1.2.6 The Procuring Entity shall then give notice that the Contractor's Equipment and Temporary Works will be released to the Contractor at or near the Site. The Contractor shall promptly arrange their removal, at the risk and cost of the Contractor. However, if by this time the Contractor has failed to make a payment due to the Procuring Entity, these items may be sold by the Procuring Entity in order to recover this payment. Any balance of the proceeds shall then be paid to the Contractor.

1.3 Valuation at Date of Termination

As soon as practicable after a notice of termination under Sub-Clause 15.2 [Termination by Procuring Entity] has taken effect, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the value of the Works, Goods and Contractor's Documents, and any other sums due to the Contractor for work executed in accordance with the Contract.

1.4 Payment after Termination

After a notice of termination under Sub-Clause 15.2 [Termination by Procuring Entity] has taken effect, the Procuring Entity may:

a) Proceed in accordance with Sub-Clause 2.5 [Procuring Entity's Claims],

b) withhold further payments to the Contractor until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Procuring Entity, have been established, and/ or

c) recover from the Contractor any losses and damages incurred by the Procuring Entity and any extra costs of completing the Works, after allowing for any sum due to the Contractor under Sub-Clause 15.3 [Valuation at Date of Termination]. After recovering any such losses, damages and extra costs, the Procuring Entity shall pay any balance to the Contractor.

1.5 Procuring Entity's Entitlement to Termination for Convenience

The Procuring Entity shall be entitled to terminate the Contract, at any time at the Procuring Entity's convenience, by giving notice of such termination to the Contractor. The termination shall take effect 30 days after the later of the dates on which the Contractor receives this notice or the Procuring Entity returns the Performance Security. The Procuring Entity shall not terminate the Contract under this Sub-Clause in order to execute the Works itself or to arrange for the Works to be executed by another contractor or to avoid a termination of the Contract by the Contractor under Clause 16.2 [Termination by Contractor]. After this termination, the Contractor shall proceed in accordance with Sub-Clause 16.3 [Cessation of Work and Removal of Contractor's Equipment] and shall be paid in accordance with Sub-Clause 16.4 [Payment on Termination].

1.6 Fraud and Corruption

The Contractor shall ensure compliance with the Kenya Government's Anti-Corruption Laws and its prevailing sanctions.

1.7 Corrupt gifts and payments of commission

1.7.1 The Contractor shall not;

a) Offer or give or agree to give to any person in the service of the Procuring Entity any gift or consideration of any kind as an inducement or reward for doing or for bearing to door for having done or for borne to do any act in relation to the obtaining or execution of this or any other Contract for the Procuring Entity or for showing or for bearing to show favor or disfavor to any person in relation to this or any other contract for the Procuring Entity.

b) Enter into this or any other contract with the Procuring Entity in connection with which commission has been paid or agreed to be paid by him or on his behalf or to his knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any agreement for the payment there of have been disclosed in writing to the Procuring Entity.

1.7.2 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 provisions of the Public Procurement and Asset Disposal Act (2015) and the Anti-Corruption and Economic Crimes Act (2003) of the Laws of Kenya.

2. SUSPENSION AND TERMINATION BY CONTRACTOR

1.8 Contractor's Entitlement to Suspend Work

1.8.1 If the Architect fails to certify in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates] or Sub-Clause 14.7 [Payment],or not receiving instructions that would enable the contractor to proceed with the works in accordance with the program, the Contractor may, after giving not less than 30 days' notice to the Procuring Entity, suspend work (or reduce the rate of work) unless and until the Contractor has received the Payment Certificate, reasonable evidence or payment, as the case may be and as described in the notice.

1.8.2 The Contractor's action shall not prejudice his entitlements to financing charges under Sub-Clause 14.8 [Delayed Payment] and to termination under Sub-Clause 16.2 [Termination by Contractor].

1.8.3 If the Contractor subsequently receives such Payment Certificate, evidence or payment (as described in the relevant Sub-Clause and in the above notice) before giving a notice of termination, the Contractor shall resume normal working as soon as is reasonably practicable.

1.8.4 If the Contractor suffers delay and/or incurs Cost as a result of suspending work (or reducing the rate of work) in accordance with this Sub-Clause, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

b) payment of any such Cost-plus profit, which shall be included in the Contract Price.

1.9 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

1.10 Termination by Contractor

1.10.1 The Contractor shall be entitled to terminate the Contract if:

a) the Architect fails, within 60 days after receiving a Statement and supporting documents, to issue the relevant Payment Certificate,

b) the Contractor does not receive the amount due under an Interim Payment Certificate within 90 days after the expiry of the time stated in Sub-Clause1 4.7 [Payment] within which payment is to be made (except for deductions in accordance with Sub-Clause 2.5 [Procuring Entity's Claims]),

c) the Procuring Entity substantially fails to perform his obligations under the Contract in such manner as to materially and adversely affect the economic balance of the Contract and/or the ability of the Contractor to perform the Contract,

d) a prolonged suspension affects the whole of the Works as described in Sub-Clause 8.11 [Prolonged Suspension], or

e) the Procuring Entity becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.

f) the Contractor does not receive the Architect instruction recording the agreement of both Parties on the fulfilment of the conditions for the Commencement of Works under Sub-Clause 8.1 [Commencement of Works].

1.10.2 In any of these events or circumstances, the Contractor may, upon giving 14 days' notice to the Procuring Entity, terminate the Contract. However, in the case of sub-paragraph (f) or (g), the Contractor may by notice terminate the Contract immediately.

1.10.3 The Contractor's election to terminate the Contract shall not prejudice any other rights of the Contractor, under the Contractor otherwise.

1.11 Cessation of Work and Removal of Contractor's Equipment

After a notice of termination under Sub-Clause 15.5 [Procuring Entity's Entitlement to Termination for Convenience], Sub-Clause 16.2 [Termination by Contractor] or Sub-Clause 19.6 [Optional Termination, Payment and Release] has taken effect, the Contractor shall promptly:

a) cease all further work, except for such work as may have been instructed by the Architect for the protection of life or property or for the safety of the Works,
b) hand over Contractor's Documents, Plant, Materials and other work, for which the Contractor has received payment, and
c) remove all other Goods from the Site, except as necessary for safety, and leave the Site.

1.12 Payment on Termination

After a notice of termination under Sub-Clause 16.2 [Termination by Contractor] has taken effect, the Procuring Entity shall promptly:

a) Return the Performance Security to the Contractor,
b) pay the Contractor in accordance with Sub-Clause 19.6 [Optional Termination, Payment and Release], and
c) pay to the Contractor the amount of any loss or damage sustained by the Contractor as a result of this termination.

3. RISK AND RESPONSIBILITY

1.13 Indemnities

1.13.1 The Contractor shall indemnify and hold harmless the Procuring Entity, the Procuring Entity's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:

a) Bodily injury, sickness, disease or death, of any person what so ever arising out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless attributable to any negligence, willful actor breach of the Contract by the Procuring Entity, the Procuring Entity's Personnel, or any of their respective agents, and
b) damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss arises out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless and to the extent that any such damage or loss is attributable to any negligence, willful act or breach of the Contract by the Procuring Entity, the Procuring Entity's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.

1.13.2 The Procuring Entity shall indemnify and hold harmless the Contractor, the Contractor's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of (1) bodily injury, sickness, disease or death, which is attributable to any negligence, willful act or breach of the Contract by the Procuring Entity, the Procuring Entity's Personnel, or any of their respective agents, and (2) the matters for which liability may be excluded from insurance cover, as described in sub-paragraphs (d)(i), (ii) and (iii) of Sub-Clause 18.3 [Insurance Against Injury to Persons and Damage to Property], unless and to the extent that any such damage or loss is attributable to any negligence, willful actor breach of the Contract by the contractor, the contractor's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.

Section IX - Special Conditions of Contract

The following Special Conditions shall supplement the GCC. Whenever there is a conflict, the provisions here in shall prevail over those in the GCC.

Part A - Contract Data

Number of GC Clause	**Amendments of, and Supplements to, Clauses in the General Conditions of Contract**
	A. General
GCC 1.1 (q)	The Procuring Entity is *[insert name, address, and name of authorized representative]*.
GCC 1.1 (u)	The Intended Completion Date for the whole of the Works shall be Four Months FROM COMMENCEMENT DATE *[If different dates are specified for completion of the Works by section ("sectional completion" or milestones), these dates should be listed here]*
GCC 1.1 (z)	The Site is located at Kalicha Village in Mandera North Constituency
GCC 1.1 (cc)	The Start Date shall be as agreed with the **Project manager (PM)**
GCC 1.1 (gg)	The Works consist of AS PER DWGS, BQS,
GCC 2.2	Sectional Completions are: N/A *[insert nature and dates, if appropriate]*
GCC 5.1	The Project manager ***MAY* DELEGATE** any of his duties and responsibilities.
GCC 8.1	Schedule of other contractors: *[insert Schedule of Other Contractors, if appropriate]*
GCC 9.1	**Key Personnel -N/A** GCC 9.1 is replaced with the following: 9.1 Key Personnel are the Contractor's personnel named in this GCC 9.1 of the Special Conditions of Contract. The Contractor shall employ the Key Personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid. [insert the name/s of each Key Personnel agreed by the Procuring Entity prior to Contract signature.]
GCC 13.1	The minimum insurance amounts and deductibles shall be: (a) for loss or damage to the Works, Plant and Materials:2.5% *[insert amounts]*. (b) For loss or damage to Equipment: 2.5% *[insert amounts]*. (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract 2.5% *[insert amounts]*. (d) for personal injury or death: (i) of the Contractor's employees: 2%*[amount]*. (ii) of other people: 2% *[[amount]*.
GCC 14.1	Site Data are: *[list Site Data]*
GCC 20.1	The Site Possession Date(s) shall be: **TO BE COMMUNICATEED BY PM**
GCC 23.1 &	Appointing Authority for the Adjudicator: **ACCOUNTING OFFICER**
Number of GC Clause	**Amendments of, and Supplements to, Clauses in the General Conditions of Contract**
GCC 23.2	
	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: TO BE DETERMINED *[insert hourly fees and reimbursable expenses]*.

B. Time Control	
GCC 26.1	The Contractor shall submit for approval a Program for the Works within 7 DAYS from the date of the Letter of Acceptance.
GCC 26.3	The period between Program updates is 7 DAYS. The amount to be withheld for late submission of an updated Program is WHOLE.
C. Quality Control	
GCC 34.1	The Defects Liability Period is: SIX MONTHS FROM PRACTICAL COMPLETION DATE days. *[The Defects Liability Period is usually limited to 12 months, but could be less in very simple cases]*
D. Cost Control	
GCC 38.9	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Contractor shall be_% *(insert appropriate percentage. The percentage is normally up to 50%)* of the reduction in the Contract Price. N/A
GCC 44.1	The currency of the Procuring Entity's Country is: *[insert name of currency of the* Procuring Entity's Country*]*. **KES**
GCC 45.1	The Contract *"is not"* subject to price adjustment in accordance with GCC Clause 45, and the following information regarding coefficients *[specify "does" or "does not"]* apply. *[Price adjustment is mandatory for contracts which provide for time of completion exceeding 18 months]* The coefficients for adjustment of prices are: (a) *[insert percentage]* percent nonadjustable element (coefficient A). (b) *[insert percentage]* percent adjustable element (coefficient B). (c) The Index I for shall be *[insert index]*.
GCC 46.1	The proportion of payments retained is: 10% *[insert percentage]*
GCC 47.1	The liquidated damages for the whole of the Works are *5%* per day. The maximum number of liquidated damages for the whole of the Works is *10%* of the final Contract Price.
GCC 48.1	The Bonus for the whole of the Works is *[insert percentage of final Contract Price]* per day. The maximum amount of Bonus for the whole of the Works is *[insert percentage]* of the final Contract Price**. N/A**
Number of GC Clause	**Amendments of, and Supplements to, Clauses in the General Conditions of Contract**
GCC 49.1	The Advance Payments shall be: *[insert amount(s)]* and shall be paid to the Contractor not later than *[insert date(s)]*. SHALL NOT BE APPLICABLE
GCC 50.1	The Performance Security amount is 5% OF CONTRACT SUM *[insert amount(s) denominated* *in the types and proportions of the currencies in which the Contract Price is payable, or in a freely convertible currency acceptable to the* Procuring Entity*]* (a) Performance Security – Bank Guarantee: in the amount(s) of *[insert related figure(s)]* percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount. -APPLICABLE (b) Performance Security – N/A Performance Bond: in the amount(s) of *[insert related figure(s)]* percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.

E. Finishing the Contract	
GCC 56.1	The date by which operating and maintenance manuals are required is *[insert date]*. The date by which "as built" drawings are required is N/A *[insert date]*.
GCC 56.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is 0.05% *[insert amount in local currency]*.
GCC 57.2 (g)	The maximum number of days is: *[insert number; consistent with Clause 47.1 on liquidated damages]*.
GCC 58.1	The percentage to apply to the value of the work not completed, representing the Procuring Entity's additional cost for completing the Works, is 20%.

SECTION X - CONTRACT FORMS

FORM No. 1 - NOTIFICATION OF INTENTION TO AWARD

FORM No. 2 - NOTIFICATION OF AWARD - LETTER OF ACCEPTANCE

FORM No. 3 - CONTRACT AGREEMENT

FORM No. 4 - PERFORMANCE SECURITY [Option 1 - Unconditional Demand Bank Guarantee]

FORM No. 5- PERFORMANCE SECURITY [Option 2– Performance Bond]

FORM No. 6 - ADVANCE PAYMENT SECURITY

FORM No. 7 - RETENTION MONEY SECURITY

FORM No 1: NOTIFICATION OF INTENTION TO AWARD OF CONTRACT

This Notification of Award shall be sent to each Tenderer that submitted a Tender and was not successful. Send this Notification to the Tenderer's Authorized Representative named in the Tender Information Form on the format below.

FORMAT

1. For the attention of Tenderer's Authorized Representative
   i) Name: *[insert Authorized Representative's name]*
   ii) Address: *[insert Authorized Representative's Address]*
   iii) Telephone: *[insert Authorized Representative's telephone/fax numbers]*
   iv) Email Address: *[insert Authorized Representative's email address]*

   [IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

2. Date of transmission: [*email*] on [*date*] (local time)

   This Notification is sent by (*Name and designation*)

   ____

3. Notification of Award
   i) Procuring Entity: *[insert the name of the Procuring Entity]*
   ii) Project: *[insert name of project]*
   iii) Contract title: *[insert the name of the contract]*
   iv) ITT No: *[insert ITT reference number from Procurement Plan]*

   This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

4. Request a debriefing in relation to the evaluation of your tender by submitting a Procurement-related Complaint in relation to the decision to award the contracts.

a) The successful tenderers

i) Name of successful Tender

ii) Address of the successful Tender

____

iii) Contract price of the successful Tender Kenya Shillings

____

(In words) The reasons for your tender being unsuccessful are as follows

Other Tenderers

Names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out.

SNo	Name of Tender	Tender Price as read out	Tender's evaluated price (Note a)	One Reason Why Not Evaluated
1				
2				
3				
4				
5				

(Note a) State NE if not evaluated

5. <u>How to request a debriefing</u>

a) DEADLINE: The dead line to request a debriefing expires at midnight on [*insert date*] (*local time*).

b) You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (5) Business Days of receipt of this Notification of Intention to Award.

c) Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:
   i) Attention: [*insert full name of person, if applicable*]
   ii) Title/position: [*insert title/position*]
   iii) Agency: [*insert name of Procuring Entity*]
   iv) Email address: [*insert email address*]

d) If your request for a debriefing is received within the 3 Days deadline, we will provide the debriefing within five (3) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (3) Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

e) The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

f) If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Days from the date of publication of the Contract Award Notice.

6. <u>How to make a complaint?</u>

a) Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [*insert date*] (local time).

b) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:
   i) Attention: [*insert full name of person, if applicable*]
   ii) Title/position: [*insert title/ position*]
   iii) Agency: [*insert name of Procuring Entity*]
   iv) Email address: [*insert email address*]

c) At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

d) Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website www.ppra.go.ke.

You should read these documents before preparing and submitting your complaint.

e) There are four essential requirements:
   i) You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process and is the recipient of a Notification of Intention to Award.
   ii) The complaint can only challenge the decision to award the contract.
   iii) You must submit the complaint within the period stated above.
   iv) You must include, in your complaint, all of the information required to support your complaint.

7. Standstill Period

i) DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).
ii) The Standstill Period lasts ten (14) Days after the date of transmission of this Notification of Intention to Award.
iii) The Standstill Period may be extended as stated in paragraph Section 5(d) above.

If you have any questions regarding this Notification, please do not hesitate to contact us. On behalf of the Procuring Entity:

Signature:____________________________________

Name:____________________________________

Title/position:____________________________________

Telephone:

FORM NO 2: LETTER OF AWARD

[letterhead paper of the Procuring Entity]

[date]

To: *[name and address of the Contractor]*

This is to notify you that your Tender dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers, is here by accepted by… ....*(name of Procuring Entity)*.

You are requested to furnish the Performance Security within in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section VIII, Contract Forms, of the Tender Document.

Authorized Signature: ....

Name and Title of Signatory: ....

Name of Procuring Entity: ....

Attachment: *Contract Agreement:* ....

FORM NO 3: CONTRACT AGREEMENT

THIS AGREEMENT made the day of…………………………. 20……………., between……………………….
…………………………………………...of.. (hereinafter "the Procuring Entity"), of the one part, and_______________________________________of ____(hereinafter "the Contractor"), of the other part:

WHEREAS the Procuring Entity desires that the Works known as ____should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects there in,

The Procuring Entity and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

a) The Notification of Award
b) the Form of Tender
c) the addenda Nos_________(if any)
d) the Special Conditions of Contract
e) the General Conditions of Contract;
f) the Specifications
g) the Drawings*;* and
h) the completed Schedules and any other documents forming part of the contract.

3. In consideration of the payments to be made by the Procuring Entity to the Contractor as specified in this Agreement, the Contractor here by covenants with the Procuring Entity to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Entity here by covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects there in, 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.

INWITNESS where of the parties here to have caused this Agreement to be executed in accordance with the Laws of Kenya on the day, month and year specified above.

Signed and sealed by____(for the Procuring Entity)

Signed and sealed by____(for the Contractor).

FORM NO. 4 - PERFORMANCE SECURITY

[Option 1 - Unconditional Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: *[insert name and Address of Procuring Entity]*

Date: ________________*[Insert date of issue]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that_________________________ _____________________________________(hereinafter called "the Contractor") has entered into Contract No.____dated__________________________with (*name of Procuring Entity*)______________(the Procuring Entity as the Beneficiary), for the execution of _____________________(Hereinafter called "the Contract").

2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

3. At the request of the Contractor, we as Guarantor, here by irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of_(*in words*),[1] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

4. This guarantee shall expire, no later than the………………..Day of…………,2........[2], and any demand for payment under it must be received by us at the office indicated above on or before that date.

5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months] [one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

....

[Name of Authorized Official, signature(s) and seals/stamps]

Note: *All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

FORM No. 5- PERFORMANCE SECURITY

[Option 2– Performance Bond]

*[**Note:** Procuring Entities a readvised to use Performance Security – Unconditional Demand Bank Guarantee instead of Performance Bond due to difficulties involved in calling Bond holder to action]*

[Guarantor letterhead or SWIFT identifier

code]

Beneficiary *[insert name and address of*

Procuring Entity*]* **Date:** ____________________________*[Insert date of issue]*

PERFORMANCE BOND No.:____________________

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. By this Bond__________________________________ as Principal (hereinafter called "the Contractor") and____] as Surety (hereinafter called "the Surety"),are held and firmly bound unto_________] as Obliged (hereinafter called "the Procuring Entity") in the amount of____________for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS the Contractor has entered into a written Agreement with the Procuring Entity dated the__________________day of_____,20______________________, for _____________________in accordance with the documents, plans, specifications, and amendments there to, which to the extent here in provided for, are by reference made part here of and are here in after referred to as the Contract.

3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity's obligations there under, the Surety may promptly remedy the default, or shall promptly:

   a) Complete the Contract in accordance with its terms and conditions; or

   b) Obtain a tender or tenders from qualified tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make a available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or

c) Pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named here in or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.

6. In testimony whereof, the Contractor has here unto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly at tested by the signature of his legal representative, this day of______________20________.

SIGNED ON____________________________________on behalf of
____

By_________________________________in the capacity of
____

In the presence of
____

SIGNED ON___________________________________on behalf of
____

By____in the capacity of
____

In the presence of
____

FORM NO. 6 - ADVANCE PAYMENT SECURITY

[Demand Bank Guarantee]
[Guarantor letterhead]

Beneficiary:____________________*[Insert name and Address of*
Procuring Entity*]* **Date:___________***[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: [*Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that__________________(hereinafter called "the Contractor") has entered into Contract No.___*dated*_______________with the Beneficiary, for the execution of __________________ (hereinafter called" the Contract").

2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum ____________(*in words*______________________________) is to be made against an advance payment guarantee.

3. At the request of the Contractor, we as Guarantor, here by irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of____(*in words* ____)[1] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:
   a) Has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
   b) Has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Contractor on its account number_a t___________________.

5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the day of____,2__________________,[2] whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six*

months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

____

[Name of Authorized Official, signature(s) and seals/stamps

FORM NO. 7 – RETENTION MONEY SECURITY

[Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary:____________________ *[Insert name and Address of* Procuring Entity*]*

Date:_________________ *[Insert date of issue]*

Advance payment guarantee no. *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that__________________*[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Contractor") has entered into Contract No. _______________*[insert reference number of the contract]* dated________________with the Beneficiary, for the execution of____*[insert name of contract and brief description of* Works*]* (hereinafter called "the Contract").

2. Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, and payment of *[*insert the second half of the Retention Money] is to be made against a Retention Money guarantee.

3. At the request of the Contractor, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]*__ (*[insert amount in words*____________*])*[1] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or showgrounds for your demand or the sum specified there in.

4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Contractor on its account number_at ____*[insert name and address of Applicant's bank]*.

5. This guarantee shall expire no later than the...................Day of..................2...........[2], and any demand for payment under it must be received by us at the office indicated above on or before that date.

6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months] [one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

____

[Name of Authorized Official, signature(s) and seals/stamps]

Note: *All italicized text (including footnotes) is for use in preparing this form and shall be delete from the final product.*

BILLS OF QUANTITIES

Tender NO.

K.C.O/ONT/02/2025-2026

BILL NO. 2: BILLS OF QUANTITIES FOR THE PROPOSED CONSTRUCTION OF CHIEF OFFICE AT KALICHA CHIEF CAMP

ITEM	DESCRIPTION	QTY.	UNIT	RATE	SHS.
01	BILL No. 2 BUILDING WORKS				
	ELEMENT NO. 1 **ALL PROVISIONAL** **NOTE:**				
	All work measured under this element is upto and including the floor slabs but excluding the finishes thereon: -				
	SITE CLEARANCE:				
A	Clear the site of all bushes, shrubs, undergrowth and small trees grab uproot and cart away burn all arising.	170	SM		
B	Excavate over site average 250mm deep to remove vegetable soil load up wheel and deposit on site not exceeding 100m	156	SM		
C	Excavate to reduce levels	38	CM		
D	Excavate for strip foundation trenches not exceeding 1.5m deep commencing from reduced level.	64	CM		
E	Ditto for column bases	18	CM		
F.	Allow for keeping excavations free from mud and all water including spring and running water by pumping, pailing or other approved means.	-	ITEM		
G.	Allow for planking and strutting to sides of excavations.	-	ITEM		
	CARRIED TO COLLECTION				

ITEM	DESCRIPTION	QTY.	UNIT	RATE	SHS.
	<u>DISPOSAL</u>				
A	Load surplus excavated material wheel and deposit onsite not exceeding 100m away.	74	CM		
	<u>FILLING:</u>				
B	Return, fill and ram selected excavated material around foundations.	58	CM		
	<u>HARDCORE AS DESCRIBED:</u>				
C	Approved hardcore filling including leveling, consolidating and or hand packing in layers 150mm thick.	60	CM		
	<u>BLINDING:</u>				
D	50mm thick layer murram or other equal and approved blinding to the surface of hardcore; rolled smooth to receive polythene sheeting's (m.s)	134	SM		
	<u>INSECTICIDE TREATMENT</u>				
E	'Termidor' or other equal and approved chemical insecticide treatment prepared and applied according to the manufacturer's printed instructions.	128	SM		
	<u>REMOVE OF TERMITES NESTS</u>				
F	Remove termite's nests by approved means and destroy the termites by applying 'termidor' or other equal and approved chemicals as per the manufacturers printed instructions.		ITEM		
	CARRIED TO COLLECTION				

ITEM	DESCRIPTION	QTY.	UNIT	RATE	SHS.
	DAMP PROOF MEMBRANE				
A	500-gauge polythene or other equal and approved plastic sheets damp proof membrane laid over blinding (measured net – allow for laps)	134	SM		
	IN-SITU CONCRETE WORK **MASS CONCRETE (1:4:8/38-38mm AGGREGATE)**				
B	50mm thick blinding under foundations	38	SM		
	VIBRATED REINFORCED CONCRETE (1:2:4/20-20MM) AGGREGATE AS DESCRIBED IN: -				
C	Strip foundations	8	CM		
D	Columns and bases	8	CM		
E	150mm thick floor slab (1:3:6)	134	SM		
	STEEL REINFORCEMENT				
	SUPPLY AND FIX BAR/ROD REINFORCEMENT INCLUDING BENDING HOOKS TRYING WIRE CUTTING SPACER AND SUPPORTING ALL IN POSITION AS DESCRIBED.				
	HIGH TENSILE SQUARE TWISTED BARS TO B.S. 4461				
F	12mm diameter	334	KG		
G	10mm diameter	119	KG		
H	8mm diameter	110	KG		
	CARRIED TO COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	SHS.
	MESH REINFORCEMENT				
A	Fabric mesh reinforcement to B.S. 4484 ref. A142 including laps trying wire and spacer blocks complete (measure net allow for lap)	134	SM		
	SAWN FORMWORK AS DESCRIBED TO:				
B	Edges of floor slabs 75 - 150mm high	48	LM		
	FOUNDATION WALLING				
C	200mm thick rough chiseled natural stone walling bedded and joined in cement and sand (1:3) mortar and reinforced with and including 20 Gauge 25mm wide hoop iron in every alternate course.	94	SM		
	PLINTH AREA FINISHES				
D	20mm thick cement and sand (1:3) wood float render to plinth area.	28	SM		
E	Prepare and apply three coats black bitumastic paints to rendered area.	28	SM		
	PAVING SLABS				
F	600mmx 600mmx50mm thick precast concrete paving slabs laid on compacted murram and pointed in cement and sand (1:3) mortar.	56	SM		
	Total Carried to Collection				
	COLLECTION				
	Brought forward page ADM/01				
	Brought forward page ADM/02				
	Brought forward page ADM/03				
	Brought down from above				
	TOTAL FOR ELEMENT NO. 01: SUBSTRUCTURE CARRIED TO SUMMARY				

ITEM	DESCRIPTION	QTY.	UNIT	RATE	SHS.
	<u>ELEMENT NO. 02</u> <u>R.C. FRAME (SUPERSTRUCTURE</u>				
	<u>Vibrated reinforced concrete (1:2:4/20-25 – 20mm aggregates) as described in: -</u>				
A	R.C Columns	2	CM		
B	Ring Beams	4	CM		
	<u>Steel reinforcement</u> <u>Supply and Fix steel bar/rod reinforcement including bending hooks trying wire cutting spacer blocks and supporting all in position</u>.				
	<u>High Tensile square twisted bars to B.S. 4461 as described in: -</u>				
C	12mm diameter	218	KG		
D	8mm diameter	108	KG		
	<u>Sawn Form Works as described to: -</u>				
E	Side and soffits to ring beams	64	SM		
F	Sides of columns	50	SM		
	TOTAL FOR ELEMENT NO. 02: REINFORCED CONCRETE FRAME CARRIED TO SUMMARY				

ITEM	DESCRIPTION	QTY.	UNIT	RATE	SHS.
	<u>ELEMENT NO. 03</u>				
	<u>EXTERNAL WALLING</u> **<u>FINE CHISEL DRESSED NATURAL STONE WALLING BEDDED AND JOINED IN CEMENT AND SAND (1:3) MORTAR AS DESCRIBED: -</u>**				
A	200mm thick reinforcement with and including 25mm wide x 3mm thick galvanized hoop iron in every alternate course.	120	SM		
	<u>HORIZONTAL DAMP PROOF COURSE; ONE LAYER OF 3PLY BITUMINOUS FELT OR OTHER EQUAL AND APPROVED (MEASURED NETT-ALLOW FOR LAPS)</u>				
B	200mm wide leveled and bedded in cement and sand (1:3) mortar under walls.	52	LM		
	<u>SUNDRIES</u>				
C	Labour and material for 200mm wide x 230mm (average) high eaves filling to top of 200mm wall.	20	SM		
D	Fair raking cutting on top of 200mm wall.	14	LM		
E	Pair of 250mm x 250mm x30mm thick precast permanent vent fitted with mosquito gauze	16	NO.		
	TOTAL FOR ELEMENT NO. 3 EXTERNAL WALLING CARRIED TO SUMMARY				

ITEM	DESCRIPTION	QTY.	UNIT	RATE	SHS.
	ELEMENT NO. 4				
	INTERNAL WALLING				
	FINE CHISEL DRESSED NATURAL STONE WALLING BEDDED AND JOINED IN CEMENT AND SAND (1:3) MORTAR AS DESCRIBED IN: -				
A	150mm thick walling reinforcement with and including hoop iron in every alternate course.	24	SM		
	HORIZONTAL DAMP PROOF; ONE LAYER OF 3 PLY BITUMINOUS FELT OR OTHER EQUAL AND APPROVED (MEASURED NETT- ALLOW FOR LAPS)				
B	200mm wide leveled and bedded in cement and sand (1:3) mortar under walls.	14	LM		
	TOTAL FOR ELEMENT NO. 04 INTERNAL WALLING CARRIED TO SUMMARY				

ITEM	DESCRIPTION	QTY.	UNIT	RATE	SHS.
	ELEMENT NO. 05				
	ROOFING				
	ALL TIIMBER TO BE SAWN CYPRESS SEASONED TO AN EQUILLIBRIUM MOISTURE CONTENT OF BETWEEN 9% AND 15% AND TO THE REQUIREMENT OF K.S. 02771 OF 1991 TREATED WITH APPROVED WOOD PRESENTATIVE.				
A	100 x 50mm wall plate on and including 10mm cement and sand (1:4) mortar bed secured, on reinforced concrete ring beams (m.s) by mild steel anchor bolts (m.s)	70	LM		
	THE FOLLOWING IN NAILED TIMBER TRUSSES INCLUDING HOISTING AND PLACING 3000MM ABOVE FLOOR SLAB LEVEL				
B	150x 50mm rafters.	200	LM		
C	150x 50mm tie beams	100	LM		
D	100x 50mm strut/ties.	218	LM		
	INDEPENDENT MEMBERS				
E	100 x 50mm purlins	258	LM		
	ROOF COVERING				
F	Preprinted Gauge 28ITBP760 Profiled sheets cover fixed on timber purlins (M.S)	250	SM		
G	Gauge 22 valley gutter 600mm girth.	8	LM		
H	Gauge 28 ridge cap or hip cover to match covering.	42	LM		
	RAIN WATER GOODS				
	Gauge 22 galvanized mild steel sheeting: all welds ground smooth:				
I	150mmx100mm box gutter including soldered joints in the running length fixed to fascia board with and including brackets at 1.0m centres.	60	LM		
J	Extra over gutter for blocked ends with 100mm	2	NO		
K	Ditto for 100mm diameter outlet.	8	NO		
L	Ditto for 90^0 degrees bends.	8	NO		
M	100mm dia rainwater down pipe fixed with and including mild steel brackets at 900mm centers plugged and screwed to wall.	30	LM		
N	Extra over for swan neck bend	8	NO		
O	Ditto horse shoe bend	8	NO		
	TOTAL CARRIED TO COLLECTION				

ITEM	DESCRIPTION	QTY.	UNIT	RATE	SHS.
	<u>WROT CYPRESS</u>				
A	25 x 225mm fascia board fixed to end of rafters (m.s)	60	LM		
B	25 x 225mm barge board fixed to the end of battens.	6	LM		
	<u>SUNDRIES</u>				
C	12mm diameter x 250mm long black mild steel anchor bolt embedded in ring beam at 1200mm centers including drilling holes in timber complete with bolts washers.	20	NO		
D	100 x 100 x 6mm thick galvanized mild steel nailing cleat once bent to form angle ten times drilling; one flange nailed to foot of rafter (m.s) other nailed to top of wall plate (m.s)	20	NO		
	<u>PAINTING</u> <u>PRIME ONLY BACK OF WOOD BEFORE FIXING</u>				
E.	Surface 100 – 200mm girth.	70	LM		
	<u>KNOT PRIME STOP AND PREPARE AND APPLY ONE UNDER COAT AND TWO FINISHING COATS OF GLOSS OIL PAINT (a.b.d) To:</u>				
F.	General surface of wood 200 – 300 mm girth.	66	LM		
	Total Carried to Collection Below				
	<u>COLLECTION</u> Brought forward from page SH/08 Brought forward from page above				
	TOTAL FOR ELEMENT NO.05: ROOFING CARRIED TO SUMMARY				

ITEM	DESCRIPTION	QTY.	UNIT	RATE	SHS.
	ELEMENT NO. 06				
	WINDOWS				
A	200mm x 100mm x 75mm average throated concrete windows cill finished smooth in red oxide plaster to surfaces.	25	LM		
	The following in celcured cypress timber				
B	150mm x 50mm frame plugged to walls	80	LM		
C	25x 25mm wrot louver stopper.	40	LM		
D	25mm x 25mm Quadrant	80	LM		
E	50mm x 25mm architrave	80	LM		
F	12mm diameter burglar proofing bars including fixing.	178	LM		
G	Coffee tray wire mesh fixed to window frame with timber beading.	38	SM		
H	Mosquito wire gauge fixed to timber frame	38	SM		
I	Weld mesh ditto	38	SM		
J	Bore 12mm diameter holes through 50mm thick windows frame	320	NO		
K	Extra over bar for stopped end stop	160	NO		
	PAINTING				
L	Prepare, knot prime and apply one undercoat and two finishing coats crown or other approved paint on surfaces 100-300mm girth	80	LM		
M	Ditto not exceeding 100mm girth.	200	LM		
N	Prepare and apply one coat wood primer to back of window frame 100 - 200mm.	80	LM		
O	Prepare surface and apply three coats crown paint to burglar proofing bars not exceeding 100mm girth	178	LM		
	TOTAL CARRIED TO COLLECTION				

ITEM	DESCRIPTION	QTY.	UNIT	RATE	SHS.
A	Pair of Approved Aluminium adjustable louver jambs with clips for 8 No. 150mm wide 5mm thick Louvre blades (m.s).	20	Prs		
B	Ditto for 4No.blades	NIL	Prs		
C	600X150X5mm clear lourve blade with polished edge.	32	NO		
	500x 150 x 5mm ditto				
D	**<u>Pelmet boxes</u>**	128	NO		
	<u>The following in Pelmet boxes sawn celcured cypress</u> 50x50mm bearer plugged				
E	**<u>Wrot cypress as described</u>**	26	LM		
	125x 25mm thick pelmet fascia with two labours				
F	125x 25mm thick top	26	LM		
G	125x 125x25mm thick boxed end cut to profile	30	NO		
	<u>Curtains tracks</u>				
H	Standard 1- section aluminium sliding track screwed to soffits of pelmet with fixing brackets, runner, end stop,	40	NO		
I	laps and complete accessories to approval **<u>PAINTING</u>** Prime back of timber surface not exceeding 100mm girth with aluminium primer before fixing.	26	LM		
J	Prepare and apply three coats of crown or other approved paint to general surfaces of wood.	26	LM		
K		8	LM		
	Total Carried to Collection				
	<u>COLLECTION</u> Brought forward from page ADM/10 Brought forward from above				
	TOTAL FOR WINDOWS CARRIED TO SUMMARY				

ITEM	DESCRIPTION	QTY	UNIT	RATE	SHS
	ELEMENT NO. 07 **DOORS** **FRAMES AND FINISHING** **Hardwood timber door frames** 150 x 50mm f frame once rebated	22	LM		
A	50 x 25mm Architrave	22	LM		
B	25x 25mm finished Quadrant	22	LM		
C	**Flush Timber Doors** **45mm thick semi –solid core flush door** Door size 900mm x 2100mm with moulded panel Mahogany veneer both sides	4	NO		
D	**Hardwood paneled doors** 50 mm thick hardwood paneled door with 6No. fielded and raised panels overall size 900mm x 2100mm high	2	NO		
E	**Iron mongery is to' union' catalogue unless otherwise specified** Three lever rebated mortise lock complete with approve lever handle furniture.	4	NO		
F	Two lever mortise lock complete with approved level handle furniture.	2	NO		
G	100mm brass butt hinges.	15	PRS		
H	**Door stoppers** 40mm diameter rubber door stopper fixed to wall or floor with approved raw bolt.	8	NO		
	TOTAL CARRIED TO COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	SHS
	PAINTING				
	Prime only back of frame with aluminium or other equal and approved primer before fixing as described to: -				
A	Frames; surfaces not exceeding 100mm girth	44	LM		
B	Ditto 100mm to 200mm girth	22	LM		
	Prepare, knot, prime, stop and apply 2-pack polyurethane H/B first grade varnish.				
C	General surfaces of wood	35	SM		
D	Ditto 200-300mm girth	22	LM		
E	Ditto not exceeding 100mm girth	44	LM		
	Total Carried to Collection				
	COLLECTION				
	Brought forward from page ADM/12				
	Brought forward from above				
	TOTAL ELEMENT NO. 07: DOORS CARRIED TO SUMMARY				

ITEM	DESCRIPTION	QTY	UNIT	RATE	SHS
	ELEMENT NO. 08				
	FINISHES				
	Floor Finishes				
	Cement and sand (1:4) screed as described:				
A	40mm thick coloured cement and sand (1:4) finished smooth in red oxide.	134	SM		
B	20mm x 100mm high moulded skirting coved at junction to floor and rounded top.	72	LM		
C	Ditto 32mm thick finished to receive tiles	134	LM		
	Ceramic non-slip tiles				
D	300mm 300mmx 8mm as manufactured by SAJ CERAMICS LTD or other equal and approved coloured ceramic non-slip floor bedded as per manufacturer's instructions	132	SM		
E	100mm high skirting	68	LM		
	Wall finishes				
	Two coats gauged cement lime and sand (1:2:9) plaster steel trowelled smooth				
F	20mm (minimum) thick to natural stone walls internally	239	SM		
G	20mm render in cement /sand (1:3) to walls and concrete beams externally.	52	SM		
H	Ditto externally but wood float finished keyed horizontal joint and flash vertical joints to walls externally.	168	SM		
	Ceiling finishes				
I	12mm thick celotex ceiling on brandering (m.s) and set in systematic V-join.	134	SM		
J	Extra over for trap doors size 800 x 800mm complete	2	NO		
	Sawn Cypress				
K	100x50mm brandering plugged	80	LM		
L	50 x 50mm brandering	378	LM		
	TOTAL CARRIED TO COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	SHS
	Wrot Cypress				
A	12 x 100mm curved cornice plugged	80	LM		
	Painting **Prime only back of frame with aluminium or other equal and approved primer before fixing as described to;**				
B	Timber; surface not exceeding 100mm girth	80	LM		
	Knot prime stop and prepare and apply one undercoat and two finishing coats gloss oil Crown paints to;				
C	General surfaces of wood not exceeding 100mm girth	80	LM		
	Paint and Decoration **Prepared and apply one undercoat and three coats 'crown' or other approved plastic emulsion paint to:**				
D	Plastered walls internally	239	SM		
E	Ditto externally	52	SM		
	Prepared and apply three coats of washable distemper paints to;				
F	Celotex lining internally	134	SM		
	Total Carried to Collection				
	COLLECTION				
	Brought forward from page ADM/14				
	Brought down from above				
	TOTAL FOR ELEMENT NO. 08: FINISHES CARRIED TO SUMMARY				

ITEM	DESCRIPTION	PAGE NO.	SHS.
	SUMMARY **BUILDER'S WORKS-KALICHA CHIEF OFFICE**		
	ELEMENT		
A	SUBSTRUCTURES	ADM/04	
B	R.C FRAME	ADM/05	
C	EXTERNAL WALLING	ADM/06	
D	INTERNAL WALLING	ADM/07	
E	ROOFING	ADM/09	
F	WINDOWS	ADM/11	
G	DOORS	ADM/13	
H	FINISHES	ADM/15	
	TOTAL FOR BUILDER'S WORKS (KALICHA CHIEF OFFICE) CARRIED TO GRAND SUMMARY		

BILL NO. 2: BILLS OF QUANTITIES FOR THE PROPOSED 2NO. TWIN TOILET

ITEM	DESCRIPTION	QTY	UNIT	RATE	SHS.
	2 No. CUBICLES VIP TOILET				
A.	Excavate pit not exceeding 1.5m deep	3	CM		
B.	Ditto 1.5 – 3.0m deep	2	CM		
C.	Ditto 3.0-4.5m deep	2	CM		
D.	Ditto 4.5 -6.0m deep	2	CM		
E.	Ditto 6.0-9.0m deep	4	CM		
F.	1:2:4 concrete in strip foundation	1	CM		
G.	150mm foundation walling	10	SM		
H.	100mm thick 1:2:4 concrete suspended	4	SM		
I.	12m square twisted reinforced bar	50	KGS		
J.	Sawn form work to soffit of concrete slab	3	SM		
K.	Ditto to edges 75 -150mm high	8	LM		
L.	Form 250 x 100mm diameter hole	2	NO		
M.	Ditto 100mm	1	NO		
N.	150mm stone walling in gauged mortar	25	SM		
O.	1:2:4 concrete in lintel	1	CM		
P.	12mm reinforced bars	8	KGS		
Q.	8mm ditto	3	KGS		
R.	Sawn formwork to sides and soffits of lintel	1	SM		
	CARRIED TO COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	SHS.
A.	100 x 50mm sawn cypress wall plate fixed with hoop iron straps	5	LM		
B.	100 x 50mm ditto rafters	11	LM		
C.	75 x 50mm purlins	9	LM		
D.	G.C.I gauge 30 roofing sheets	7	SM		
E.	200 x 50mm fascia board	11	LM		
F.	100 x 50 wrot door frame rebated	10	LM		
G.	45mm framed ledged brace batten door size 90 x200mm	2	NO		
H.	100mm pressed steel butt hinges	3	PRS		
I.	250mm long chromium plated pad bolt	2	NO		
J.	150mm long barrel bolt	2	NO		
K.	12mm cement and sand plaster to walling (Internal)	21	SM		
L.	12mm cement and sand rendering to walling (External)	14	SM		
M.	12mm cement and sand rendering to Floor	3	SM		
N.	100mm diameter Upvc vent pipe	1	NO		
O.	100mm pvc balloon grating	1	NO		
P.	Paving slabs	8	SM		
	CARRIED TO COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	SHS.
A.	250 x 100 x 100mm thick cement and sand footrest	4	NO		
B.	Prepare and apply three coats gloss paint on plastered walling internally	21	SM		
C.	Prepare and apply 2 coats emulsion paint on rendered walling externally	14	SM		
D.	Knot, prime and apply one undercoat and two-coat gloss paint on timber	15	SM		
E.	Ditto door frame 100-200mm girth	11	LM		
F.	Ditto fascia board 200-300mm girth	11	LM		
	Total Carried to collection				
	<u>Collection</u>				
	From page TT/01				
	From page TT/02				
	From page TT/03				
	TOTAL OF INO. TWIN TOILET BLOCK CARRIED TO GRAND SUMMARY				

ITEM	DESCRIPTION	SHS	
	PC AND PROVISIONAL SUMS		
A	Allow A Provisional Sum of Kenya Shillings fifty Thousand (Kshs.50, 000) Only for Contingencies.	**50,000**	**00**
B	Allow a Provisional Sum of fifty Thousand Shillings (Kshs.50, 000) Only for Project Management and Documentation.	**50,000**	**00**
	TOTAL CARRIED TO GRAND SUMMARY	100,000	00

BILL OF QUANTITIES FOR PROPOSED CONSTRUCTION OF KALICHA CHIEF 'S OFFICE INCL 3 ROOMS OFFICE, BOARDROOM & 2 DOOR TOILET BLOCK IN MANDERA NORTH CONSISTENCY

GRAND SUMMARY

ITEM	DESCRIPTION	For Official use only	Cts	For Contractor use only	Cts
	GRAND SUMMARY				
A	Kalicha Chief Office Block				
B.	2 door toilet blocks				
C.	P.C. and provisional sums	100,000	00	100,000	00
	SUB TOTAL				
	ADD 16% VAT				
	ADD 0.03% C.B.L (CAPACITY BUILDING LEVY)				
	TOTAL CARRIED TO FORM OF TENDER				

AMOUNT IN WORDS...

....

TENDERERS SIGNATURE AND STAMP

Address: ....

Signature: .... Date: ....

Witness: ....

Address: ....

Signature: ....