

**NATIONAL GOVERNMENT CONSTITUENCY
DEVELOPMENT FUND**



BILL OF QUANTITIES

FOR

THE PROPOSED CONSTRUCTION OF A 4 DOOR ABLUTION

BLOCK

AT

IKURUNGU ASSISTANT CHIEF'S GROUNDS IN MWEA

CONSTITUENCY.

BILL OF QUANTITIES.

ISSUED BY:-

CLERK OF WORKS,

NATIONAL GOVERNMENT CONSTITUENCY

DEVELOPMENT FUND-MWEA

P.O BOX 99-10303,

WANG'URU.

CLIENT

THE ASSISTANT CHIEF.

IKURUNGU SUB-LOCATION

P.O BOX

.....

AUGUST 2026.

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Introduction

- 1.1 This Standard Tender Document has been prepared for use by public entities in Kenya.
- 1.2 The following general directions should be observed when using the document.
 - (a) Specific details should be furnished in the Invitation to Tender and in the special conditions of contract. The final documents to be provided to the tenderers should not have blank spaces or give options
 - (b) The Instructions to Tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and the appendix to instructions to tenderers.
- 1.3
 - (a) Information contained in the Invitation to Tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate and shall indicate any important tender requirements.
 - (b) **The Invitation to tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following the invitation for expression of interest for which the invitation is issued.**

SECTION I INVITATION TO TENDER.
DATE: 19/AUG/2026.

TENDER REFNO: NG-CDF/MWEA/021/2025-2026

TENDER NAME: PROPOSED CONSTRUCTION OF A 4 DOOR ABLUTION BLOCK AT IKURUNGU ASSISTANT CHIEF'S OFFICE GROUNDS IN MWEA CONSTITUENCY.

- 1.1 The NG`CDF MWEA invites sealed bids from prequalified tenderers for **the proposed construction of a 4 door ablution block at Ikurungu Assistant Chief's grounds in Mwea constituency.**
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at NG-CDF MWEA office during normal working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of **Kenya Shillings One Thousand (Ksh. 1,000/=)** in cash payable to NG-CDF MWEA(attach copy of receipt to the tender)
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at NG-CDF MWEA OFFICE so as to be received on or before **26th AUGUST 2026 at 10:00am.**
- 1.5 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for two years from the closing date of the tender.
- 1.6 Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend.
- 1.7 Tender document **MUST** be **Tape binded** and **properly paginated (serialized).**

ISAAC WAMUGUNDA,
F.A.M
NG-CDF MWEA

SECTION II - INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all prequalified tenderers as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3.2 The price to be charged for the tender document shall not exceed Kshs. 1,000/=

2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4. The Tender Document

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.5 Clarification of Documents

- 2.5.1 A prospective tenderer requiring any clarification of the tender Document may notify the Procuring entity in writing or by post at the Entity's address indicated in the Invitation to Tender. The Procuring Entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the Procuring entity. Written copies of the Procuring entities response (Including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.
- 2.5.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 Amendment of Documents

- 2.6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.
- 2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

- 2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.8 Documents Comprising of Tender

2.8.1 The tender prepared by the tenderers shall comprise the following components

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.10 Tender Prices

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be 60 days from the date of opening of the tender.

2.11 Tender Currencies

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.12 Tenderers Eligibility and Qualifications

2.12.1 Pursuant to paragraph 2.1, the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall be to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) That the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
- (c) a clause-by-clause commentary on the Procuring Entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be in the amount of 0.5 –2 percent of the tender price.

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22

2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security maybe forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- (b) in the case of a successful tenderer ,if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph2.27
 - or
 - (ii) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18.A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required," In the event of any discrepancy

2.16.1 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un amended printed literature, shall be initialed by the person or persons signing the tender.

2.16.2 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 Sealing and Marking of Tenders

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

(a) Be addressed to the Procuring entity at the address given in the Invitation to Tender:

(b) bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE 24th AUG 2026.

2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.18 Deadline for Submission of Tenders

(c) Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than 24th AUG 2026.

2.18.1 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

2.19.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.

2.19.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17.A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, post marked not later than the deadline for submission of tenders.

2.19.3 No tender may be modified after the deadline for submission of tenders.

2.19.4 No tender may be withdrawn 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 Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20 Opening of Tenders

(d) The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **24thAUG 2026** and in the location specified in the Invitation to Tender.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.20.1 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.20.2 The Procuring entity will prepare minutes of the tender opening.

2.21 Clarification of Tenders

2.21.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.21.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

- 2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail
- 2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.23 Conversion to Single Currency

- 2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

- 2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Preference

2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.26 Contacting the Procuring entity

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.27 Award of Contract

(a) Post-qualification

2.27.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.27.3 An affirmative determination will be a pre requisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

2.27.4 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) Procuring entity's Right to Vary quantities

2.27.5 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) Procuring entity's Right to accept or Reject any or All Tenders

2.27.6 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action

2.28 Notification of Award

2.28.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.30 Performance Security

2.30.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (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;

2.31.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Instructions to Tenderers

Notes on the Appendix to the Instruction to Tenderers

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to the corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the goods **To be procured and the tender evaluation criteria that will apply to the tenders.**
3. In preparing the Appendix the following aspects should be taken into consideration;
 - (a) The information that specifies and complements provisions of Section II to be incorporated
 - (b) Amendments and/or supplements if any, to provisions of Section H as necessitated by the circumstances of the goods to be procured to be also incorporated.
4. Section II should remain unchanged and can only be amended through the Appendix.
5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

MANDATORY/PRELIMINARY REQUIREMENTS

The following must be submitted together with the Bid

STAGE 1: PRELIMINARY/ MANDATORY EVALUATION

No.	Criteria	Yes/ No
MR1	All entries must be typed or written indelible ink. Mistakes must not be erased but should be crossed out and corrections made and initialed by the persons signing the tender. <i>Bidders shall attach copies of the under listed documents and must be certified (signed and stamped) by commissioner of oaths/advocate registered in Kenya:</i> The Tenderer shall submit the following additional documents in it Tender: [list any additional document not already listed in ITT 31.1 that must be submitted with the Tender.	
MR2	Copy of Certificate of Incorporation/Business Name.	
MR3	Certified CR12 Certificate from the Registrar of Companies. This should be provided with Identification Documents of Directors and all individuals listed on the CR12. (ID or Passport). For Corporate Directors, CR12 or list equivalent for the corporate directors, Identification Documents for the corporate Director and its directors MUST be provided. (valid within 12 months of tender submission).	
MR4	Certificate A copy of valid Tax Compliance Certificate certified by commissioner of Oaths (will be checked with KRA TCC.)	
MR5	Certified Copy of Certificate of Registration in a target group issued by the Ministry of Finance (Treasury) for the preferences and reservations - (30%) group AGPO	
MR6	Current Certified Certificate of Registration with National Construction Authority in Category (8) and above as a Building Works contractor together with a valid NCA practicing license.	
MR7	Valid certified Current Single Business permit (for the year 2026)	
MR8	Submit a by dully filled, signed and stamped Tender Securing Declaration Form in the format provided Witnessed by a Commissioner of Oaths	
MR9	Submit a written power of attorney authorizing the signatory of the bid to commit the Bidder Witnessed by a Commissioner of Oaths	
MR10	Submit a duly filled, signed and stamped confidential business questionnaire by an individual entrusted with the powers of attorney	
MR11	Duly filled-in the Form of Tender.	
MR12	Priced Bills of Quantities	
MR13	Chronologically Serialize all the pages (this should be sequential in the format of 1,2,3,4,5.....) from the first page to the last page.	

NB:

- Bidders who do not satisfy any of the above requirements shall be considered non responsive and their tenders will not be evaluated further.
- Order of evaluation of works will be as follows:
 - a) Preliminary evaluation
 - b) Technical Evaluation
 - c) Financial Evaluation

DETAILED TECHNICAL EXAMINATION

The tender document shall be examined based on the Instruction to Tenderers which states as follows:

In accordance to 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 adequacy resources to effectively execute the contract. The tenderers shall be required to attach the evidence of the requested information.

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

TECHNICAL EVALUATION		
CRITERIA	DESCRIPTION	MAX SCORE %
(A) LEGAL CAPACITY (must be registered company (partnership, sole etc.)		
LITIGATION HISTORY	1. Non-performance of a contract did not occur as a result of contractor default since 1 st February, 2023 <i>Fill information on non-completed works.</i>	2.5
	2. No consistent history of court/arbitral award decisions against the Tenderer since 1 st February, 2023 <i>Attach- Provide Current Sworn affidavit taken in the last 3 months from the tender opening gate.</i>	2.5
TOTAL (Legal Capacity)		5.00
(B) CONSTRUCTION EXPERIENCE		
PAST EXPERIENCE	(A) General Construction Experience	
	Experience under building works contracts in the role of contractor, subcontractor, or management contractor for at least the last 2 years prior to the applications submission deadline. Provide list showing project name, contract period, contract sum, commencement date, completion date, and percentage currently.	5.00
	(B) Specific Construction Experience	
	Participation as contractor, management contractor or subcontractor, in at least three (3) public (government) contracts within the last three (3) years, each with a value of at least KShs. 1,000,000.00), that have been successfully and substantially completed and that are similar to the proposed works. The similarity shall be based on the physical size, complexity, Methods/technology or other characteristics as described in Scope of Works. Attach certified copies of completion certificates	10.00
(C) Work methodology		
	Sequential Work scheduling/programming within the set Contract period 2mrks	5.00
	Proposed Equipment Scheduling/Work statement 2mrks	
	Methodology on safety during the construction period... 1mrk	
TOTAL (Construction experience)		20.00
FINANCIAL CAPACITY	Must submit copies of audited financial statements for the Last (3) three years. (2024, 2023 & 2022). All pages must be certified by a practicing auditor. Attach a copy of auditor practicing license	6
	Line of credit	2

	Bank statement (Last six months to the date of tender)	2
	TOTAL (Financial Capacity)	10.00
(C) Construction Equipment Capacity		
ESSENTIAL EQUIPMENT AVAILABILITY	-Bidder shall provide evidence of ownership whether owned or leased (except those from Mechanical & Transport Department (MOTIHUD)) Those hiring shall provide certified copies of Lease Agreement not more than three months from the Date of Tender Opening.	
	Building works Plant & Equipment, Vibrator, Mixers, Welding machine, Cutting/Grinding machine etc	20.00
	Reliable Transport – Tipper/ Lorry, Pick up	15.00
TOTAL (Construction Equipment Capacity)		35.00
(D) Key Personnel		
KEY PERSONNEL COMPETENCES	Qualification and experience of key personnel. Attach certified copies of C.Vs and certificates).	
	(i) Head Office staff: Directors, Managers, Accountants, etc; Qualification = Bachelor Degree in Civil Engineering/Building construction	10.00
	(ii) Construction Manager (the overall in charge person(s) to be assigned for the site) with at least five years' experience in works of an equivalent nature and volume. Minimum National Diploma in Building Construction related field. Qualification = Dip. in Civil Engineering /Building Construction	10.00
	(iii) Site Agent/ Foreman with at least five years' experience in works of an equivalent nature and volume. Minimum Certificate in Building works or NCA accreditation.	10.00
TOTAL (key personnel)		30.00
	GRAND TOTAL (Totals for; A, B, C & D)	100.00

NB: Tenders attaining the minimum score of 70 points in detailed technical evaluation shall be subjected to financial evaluation and comparison to determine the lowest evaluated price of the tender. This shall be carried out in accordance with other criteria provided in the bid document.

3.3 *Financial Evaluation Stage 1*

- 1) This will include the following: -
- a) Confirmation of and considering Bill of Quantities completed and signed.
 - b) Conducting a financial comparison
 - c) The lowest evaluated tender shall be awarded the tender.

3.3 *Stage 2 and Post Qualification*

┌ The lowest evaluated tender having passed stage 1 above shall be the winning bid subject to the employer's right to exercise due diligence relating to confirmation of information submitted by the bidder. **The procuring entity may conduct post-qualification as it deems necessary** in accordance with 'The Public Procurement & Disposal Act 2015 Section 83 (1), which provides that *'An evaluation committee may, after tender evaluation, but prior to the award of the tender, conduct due diligence and present the report in writing to confirm and verify the qualifications of the tenderer who submitted the lowest evaluated responsive tender to be awarded the contract in accordance with this Act'*'. Any bidder who shall be found to have supplied false or misleading information shall be disqualified and the next lowest tender that has passed stage 1 shall be considered.

┌ To be eligible for award, in addition to the requirements given, the tenderer if previously contracted by the procuring entity to offer similar services or any other contract, must not have had any negative evaluation for poor performance and/or delayed delivery of contract. In addition, any contract terminated on grounds of integrity and/or fraud or corruption is ineligible to tender. These bidders shall be disqualified and the next lowest tender that has passed stage 1 shall be considered.

┌ *In case the tender was not subject to post-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award.*

- a) A preliminary description of the proposed works/services and work method and schedule, including drawings and charts, as necessary, containing all required information by which the proposed works may be evaluated (e.g. technical characteristics, operational capacities, maintenance, environmental effect, etc.) together with manuals or instructions for use or any other relevant information and documentation, delivery/installation schedules, etc.;
- b) A detailed statement of how the tenderer will carry out the works/services that will form an integral part of the Contract.
- c) **DRAWINGS**

(Procuring Entity to attach Drawings (if any)).

SECTIONIII: GENERAL CONDITIONS OF CONTRACT

Table of Clauses

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:-

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

3.3 Country of Origin

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

3.4 Standards

- 3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 Use of Contract Documents and Information

- 3.5.1 The tenderer shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above
- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 Patent Rights

- 3.6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country

3.7 Performance Security

- 3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.
- 3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty(30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 Inspection and Tests

3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.

3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.10 Delivery and Documents

3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.11 Insurance

3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.12 Payment

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

3.13 Prices

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

3.14. Assignment

3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent

3.15 Sub contracts

3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such

notification, in the original tenderor later, shall not relieve the tenderer from any liability or obligation under the Contract

3.16 Termination for default

3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part

- (a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.17 Liquidated Damages

3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.18 Resolution of Disputes

3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

3.20 Force Majeure

3.20.1 The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

SECTIONIV- SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.

- (a) Information that complement provisions of Section III must be incorporated and
- (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

SECTIONIV - SPECIAL CONDITIONS OF CONTRACT

4.1.Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

42. Special conditions of contract as relates to the GCC

REFERENCE GCC	OF SPECIAL CONDITIONS OF CONTRACT
3.7.1	<i>Not Applicable</i>
3.12.1	<i>Payment after delivery period</i>
3.18.1	<i>Indicate resolutions of disputes</i>

(Complete as necessary)

SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

- 5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply
- 5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.4 The tenderers are requested to present information along with their offers as follows:
 - (i) Shortest possible delivery period of each product
 - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

SECTION VIII - STANDARD FORMS

Notes on the sample Forms

1. Form of Tender-The form of tender must be completed with **company letterhead** by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form- This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form-When required by the tender documents the tenderer shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. Performance Security Form - The performance security form should not be completed by the tenderers at the time of tender preparation. **Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.**
6. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by **The authorized officials of the bank.**
7. Manufacturers Authorization Form-When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

8.1 FORM OF TENDER

Date _____
Tender No. _____

To:

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.[insert numbers] the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply Assorted Stationeries in conformity with the said tender documents for the sum of total tender amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

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

4. We agree to abide by this Tender for a period of Twelve (12) months from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender form on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part1-General:

Business Name
 Location of business premises.
 Plot No.....Street/Road.....
 Postal Address Tel No. Fax E mail
 Nature of Business
 Registration Certificate No.
 Maximum value of business which you can handle at any one time – Kshs.
 Name of your bankers Branch

	Part2(a)–Sole Proprietor Your name in full.....Age..... Nationality.....Country of origin..... • Citizenship details •																								
	Part2(b)Partnership Given details of partners as follows: <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship Details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.				2.				3.				4.							
Name	Nationality	Citizenship Details	Shares																						
1.																									
2.																									
3.																									
4.																									
	Part2(c)–Registered Company Private or Public..... State the nominal and issued capital of company- Nominal Kshs. Issued Kshs..... Given details of all directors as follows <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship Details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.....				2.				3.				4.				5.....			
Name	Nationality	Citizenship Details	Shares																						
1.....																									
2.																									
3.																									
4.																									
5.....																									
	Date.....Signature of Candidate.....																								

- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

8.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20____ between
..... [name of Procurement entity) of
.....[country of Procurement entity](hereinafter called
“the Procuring entity) of the one part and
..... [name of tenderer] of
..... [city and country of tenderer] (hereinafter called
“the tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders for certain goods and services and has accepted a
tender by the tenderer in the sum of
..... only
[contract price in words and figures] (herein after called “the Contract Price). NOW

THIS AGREEMENT WITNESSED AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - (a) The Tender Form and the Price Schedule submitted by the tenderer
 - (b) The Schedule of Requirements
 - (c) The Technical Specifications
 - (d) The General Conditions of Contract
 - (e) The Special Conditions of contract; and
 - (f) The Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

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

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

BILL OF QUANTITIES.

Item No.	Description	Unit	Qty	Rate	Total (Kshs)
	<u>ELEMENT NO. 1 : -</u>				
	<u>SUBSTRUCTURE: -</u>				
	<u>Site Clearance and Excavations/Earthworks: -</u>				
A	Site clearance	Sm	29		
B	Bulk excavation depth not exceeding 1.5m	Cm	18		
C	ditto 1.5m-3.0m deep	Cm	18		
D	Excavation to foundation;not exceeding 1.5m deep from stripped level	Cm	9		
E	Return fill and ram suitable material around foundation walls	Cm	8		
F	Load and dispose surplus excavated material away from site	Cm	37		
G	Plucking and strutting to pit excavation	Item	1 No.		
H	Allow for dewatering	Item	1No.		
	<u>50mm thick Plain concrete (1:4:8) under: -</u>				
I	Strip foundation blinding.	Sm	7		
	<u>Vibrated reinforced concrete class 20/20 mix (1:2:4) in: -</u>				
J	150mm thick Surface bed and suspended slab	Sm	33		
K	100mm thick Strip foundation.	Sm	7		
L	Beams	Cm	1.2		
	<u>Sawn formwork as described as: -</u>				
M	150mm wide to edges of surface bed	Lm	20		
N	Soffits of suspended slab; exceeding 3m high	Sm	15		
O	Sides and soffits of beams.	Sm	25		
	<u>High Tensile Reinforcement Bars to BS 4461: -</u>				
P	10mm ditto	Kgs	211		
Q	8mm ditto	Kg	40		
R	BRC mesh type A142	Sm	14		

S	<u>Foundation Walling bedded and jointed in cement-sand (1:4) mortar including hoop iron reinforcement on every alternate course: -</u>				
	200mm wide rough dressed natural quarry stone foundation walling	Sm	60		
	<u>Damp proofing: -</u>				
	150mm wide Hessian based bituminous felt DPC	Lm	6		
U	<u>Plinth Finishes: -</u>				
	12mm thick render to plinth surfaces	Sm	4		
V	Apply two coats black bituminous paint to rendered surfaces	Sm	4		
Carried to collection below					
<u>COLLECTIONS: -</u>					
Brought forward from pageST/1					
Brought forward from above					
TOTAL OF SUBSTRUCTURE					
CARRIED TO SUMMARY					

Item No.	Description	Unit	Qty	Rate	Total (Kshs)
	<u>ELEMENT NO. 2 :-</u>				
	<u>SUPERSTRUCTURE: -</u>				
	<u>Vibrated Reinforced concrete class 20/20 mix (1:2:4) in: -</u>				
A	Ring beams	Cm	1.3		
B	Entrance Ramp.	Cm	0.8		
	<u>High Tensile Reinforcement Bars to BS 4461: -</u>				
C	10mm ditto	Kgs	60		
D	8mm ditto	Kgs	45		
	<u>Sawn formwork as described as: -</u>				
E	Sides and soffits of Ring beams	Sm	14		
	<u>WALLING -</u>				
	<u>Masonry; bedded and jointed in cement-sand (1:3) mortar smooth dressed machine-cut Ndarugo stone; including hoop iron reinforcement on every alternate course: -</u>				
F	150mm thick walling	Sm	55		
	Carried to collection below				
	<u>COLLECTIONS: -</u>				
	Brought forward from above				
	TOTAL OF SUPERSTRUCTURE				
CARRIED TO SUMMARY					

Item No.	Description	Unit	Qty	Rate	Total (Kshs)
	<u>ELEMENT NO. 3 :-</u>				
	<u>ROOFING: -</u>				
	<u>Sawn treated cypress: -</u>				
A	75 x 50mm wall plate	Lm	6		
B	75 x 50mm rafters	Lm	27		
C	75 x 50mm tie beams	Lm	18		
D	75 x 50mm kingposts	Lm	5		
E	50 x 50mm purlins	Lm	27		
F	75 x 50mm struts	Lm	21		
G	225 x 25mm fascia boards	Lm	25		
	<u>Roof coverings: -</u>				
H	Gauge 30 IT5 galvanized box profile roof covering fixed to timber purlins described.	Sm	29		
I	Pre-painted 200mm ridge cap	Lm	4		
	<u>Painting -</u>				
J	Prepare and apply undercoat and two coats first quality gloss oil paint on fascia board 200 – 300mm girth	Sm	7		
	Carried to collection below				
	<u>COLLECTIONS: -</u>				
	Brought forward from above				
	TOTAL OF ROOFING				
CARRIED TO SUMMARY					

Item No.	Description	Unit	Qty	Rate	Total (Kshs)
	<u>ELEMENT NO. 4 : -</u>				
	<u>DOORS: -</u>				
	<u>Wrot Hardwood: -</u>				
A	50mm thick solid paneled door size 900 x 2100mm; including approved iron mongeries fixed with matching screws to timber	No	3		
	Ditto 1500x2100mm double leaf.	No	1		
B	<u>Painting: -</u>				
	Prepare and apply three coats of gloss oil paint to wooden door.	Sm	18		
	Carried to collection below				
	<u>COLLECTIONS: -</u>				
	Brought forward from above				
	TOTAL OF DOORS				
CARRIED TO SUMMARY					

Item No.	Description	Unit	Qty	Rate	Total (Kshs)
	<u>ELEMENT NO. 5 :-</u>				
	<u>FINISHES: -</u>				
	<u>Floor Finishes: -</u>				
A	40mm thick cement sand (1:4) floor screed and finish with red oxide.	Sm	20		
B	Ditto to external entrance steps and finish with red oxide.	Sm	5		
	<u>Wall Finishes: -</u>				
C	15mm thick two coat cement sand (1:4) plaster troweled smooth and comprising 12mm backing and 3mm finishing coat; internally and externally to concrete and masonry surfaces	Sm	120		
D	Key-pointing to walls externally	Sm	30		
	<u>Painting; Prepare and apply three coats of silk emulsion paint to: -</u>				
E	Plastered surfaces on walls and concrete surfaces	Sm	70		
	<u>Vent Pipe: -</u>				
F	150mm diameter asbestos pipe of PVC fixed to walling with and including holder bats	No	1		
G	Extra over ditto for wire ,balloon granting	No	1		
	<u>Plumbing works.</u>				
H	Install a 200 Ltrs box tank, 1 complete wash hand basin to approval: include tiling on the wash hand basin to approval	ITEM	1		
I	Install complete WC with cistern to approval	No	1		
J	Install safety rails to approval	No	2		
	TOTAL OF FINISHES				
CARRIED TO SUMMARY					

Item No.	Description	Unit	Qty	Rate	Total (Kshs)
	<u>SUMMARY: -</u>				
1	SUBSTRUCTURES FROM PAGE MNT/2				
2	SUPERSTRUCTURE & WALLING FROM MNT/3				
3	ROOFING FROM MNT/4				
4	DOORS FROM MNT/5				
5	FINISHES FROM MNT/6				
	<u>TOTAL OF BUILDERS WORK</u>				
	CARRIED TO MAIN SUMMARY				

Item No.	Description	Unit	Qty	Rate	Total (Kshs)
	<u>MAIN SUMMARY</u> BUILDERS WORK FROM PAGE MNT/8 P.C AND PROVISIONAL SUMS FROM PAGE MNT/9 SUB-TOTAL (VAT:- ALL RATES INCLUSIVE OF VAT) 0.03% PUBLIC PROCUREMENT CAPACITY BUILDING LEVY (exc. Other taxes).				<u>65,000</u>
TOTAL CARRIED TO QUOTATION FORM		Kshs.			

AMOUNT IN WORDS Khs.

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.....

CONTRACTOR'S NAME

ADDRESS

.....

DATE

SIGNATURE

WITNESS'S NAME

ADDRESS

.....

DATE

SIGNATURE