# REPUBLIC OF KENYA

**TURKANA COUNTY GOVERNMENT**

# STANDARD TENDER DOCUMENT
# FOR
# PROPOSED CONSTRUCTION OF A MODERN MATERNITY WARD
# AT
# KAKWANYANG DISPENSARY
# IN

# LODWAR TOWNSHIP WARD,

# TURKANA COUNTY
# (TURKANA CENTRAL CONSTITUENCY)

## TENDER NO: TCG/MOH/43/2026-2027: NEG NO.2458723

**OPENING DATE:5TH NOVEMBER 2026**
**CLOSING DATE: 5TH NOVEMBER 2026**

Client: MINISTRY OF HEALTH
SERVICES AND SANITATION
P.O.BOX 11-30500
LODWAR

*Prepared by:*


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OCTOBER, 2026

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**TENDER DOCUMENTS FOR PROCUREMENT OF WORKS**

NAME AND CONTACT ADDRESSES OF PROCURING ENTITY

Name: **TURKANA COUNTY GOVERNMENT**

**P.O Box 11 – 30500, Lodwar**

1) **Invitation to Tender (ITT) No.**

2) Tender Name: **PROPOSED CONSTRUCTION OF A NEW MODERN MATERNITY WARD, AT KAKWANYANG DISPENSARY LODWAR TOWNSHIP WARD-, TURKANA COUNTY.**

# INVITATION TO TENDER

PROCURING ENTITY: **MINISTRY OF HEALTH SERVICES AND SANITATION**

**PROJECT NAME: PROPOSED CONSTRUCTION OF NEW MODERN MATERNITY AT KAKWANYANG DISPENSARY, LODWAR TOWNSHIP WARD, TURKANA COUNTY**

1. The **TURKANA COUNTY GOVERNMENT invites** sealed tenders for the construction of **PROPOSED CONSTRUCTION OF NEW MODERN MATERNITY WARD, AT KAKWANYANG DISPENSARY LODWAR TOWNSHIP WARD, TURKANA COUNTY**

2. Tendering will be conducted under open competitive method **NATIONAL** using a standardized tender document. Tendering is open to all qualified and interested Tenderers.

3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours **0900 To 1600 HOURS** at the address given below.

4. A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non- refundable fees of…….. in cash or Banker's Cheque and payable to the address given below. Tender documents may be obtained electronically from the Website(s) ***www.turkana.or.ke***. Tender documents obtained electronically will be free of charge.

5. Tender documents may be viewed and downloaded for free from the website ***www.turkana.go.ke*** Tenderers who download the tender document must forward their particulars immediately to *procurement@turkana.go.ke* or **P.O. Box P.O Box 11– 30500, Lodwar** to facilitate any further clarification or addendum.

6. Tenders shall be quoted be in Kenya Shillings and shall include all taxes. Tenders shall remain valid for **180** days from the date of opening of tenders.

7. All Tenders must be accompanied by a tender security of **ksh100,000.00 THE BID AMOUNT CARRIED TO FORM OF TENDER**

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

9. Completed tenders must be delivered to the address below on or before **5TH NOVEMBER 2026 AT 10:00AM**. Manual Tenders **WILL not be** permitted.

10. Tenders will be opened immediately after the deadline date and time specified above or any dead line 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.

11. Late tenders will be rejected.

12. The addresses referred to above are:

**A. Address for obtaining further information and for purchasing tender documents**

**DIRECTOR SUPPLY CHAIN MANAGEMENT SERVICES**
**COUNTY HEADQUARTERS,**
**P.O BOX 11, 30500 LODWAR,**
**TEL. 0713598351**
**TURKANA KENYA.**
**WEBSITE: WWW.TURKANA.GO.KE**
EMAIL:

**B. Address for Submission of Tenders**

**ATT: THE COUNTY SECRETARY**
**TURKANA COUNTY GOVERNMENT**
**COUNTY HEADQUARTERS,**
**P.O BOX 11 – 30500,**
**LODWAR,**

C. **Address for Opening of Tenders**.

**TURKANA COUNTY GOVERNMENT**
**COUNTY HEADQUARTERS**
**SUPPLY CHAIN MANAGEMENT DEPARTMENT BOARDROOM**
**LODWAR**

# PART1: TENDERING PROCEDURES

## SECTION I - INSTRUCTIONS TO TENDERERS

## A GENERAL PROVISIONS

### 1.0 Scope of tender

**1.1** 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.

**1.2** Throughout this tendering document:

a) The term "inwriting" 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;

b) if the context so requires, "singular" means "plural" and vice versa;

c) "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.

### 2.0 Fraud and corruption

**2.1** 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.

**2.2** The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices 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.

**2.3** 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.

**2.4** 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.

### 3.0 Eligible tenderers

**3.1** 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) 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.**

**3.2** 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.

**3.3** 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 an other tenderer;

b) Receives or has received any director indirect subsidy from another tenderer;

c) Has the same legal representative as an other tenderer;

d) Has a relationship with an other tenderer, directly or through common third parties, that puts it in a position to influence the tender of an other 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 temming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.

**3.4** 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

**3.5** 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 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.

**3.6** A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT3.9. ATenderer 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.

**3.7** 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.

**3.8** 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 enterprisetoenableitcompetewithfirmsintheprivatesectoronanequalbasis.

**3.9** 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.

**3.10** Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, local sub-contracts and labor) 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"*.

**3.11** 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.

**3.12** 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 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.

**3.13** 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.

4.14 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.

**4.0 Eligible goods, equipment, and services**

**4.1** 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.

**4.2** 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.

**5.0 Tenderer's responsibilities**

**5.1** 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.

**5.2** 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.

**5.3** 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.

5.4 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

### 6.0 Sections of Tender Document

6.1 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

6.2 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.

6.3 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.

### 7.0 Clarification of Tender Document, Site Visit, Pre-tender Meeting

7.1 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 p**rior 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.

7.2 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.

7.3 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.

7.4 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 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.

**7.5** The Procuring Entity shall al so 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.

**8.0 Amendment of Tender Documents**

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

**8.2** 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.

**8.3** 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.

**10.0 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.

**11.0 Documents Comprising the Tender**

**11.1** 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 accordancewithITT20.3;
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.**

**11.2** 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.

## 12.0 Form of Tender and Schedules

12.1 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.

12.2 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

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

13.2 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.

13.3 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.

13.4 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.

## 14.0 Tender Prices and Discounts

**14.1** 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.

**14.2** 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.

**14.3** 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.

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

**14.5** 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.

**14.6** 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 sometime.

**14.7** 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.

## 15.0 Currencies of Tender and Payment

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

**15.2** 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.

**15.3** 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.

## 16.0 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.

## 17.0 Documents Establishing the Eligibility and Qualifications of the Tenderer

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

**17.2** 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.

**17.3** 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.

**17.4** 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.

**17.5** 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.

**17.6** 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.

**17.7** 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.

**17.8** 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.

**17.9** 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:

i) If the procurement process is still ongoing, the tenderer will bed is qualified from the procurement process,

ii) if the contract has been awarded to that tenderer, the contract award will be set as i) depending the outcome of (iii),

iii) 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.

**17.10** 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.

**18.0 Period of Validity of Tenders**

18.1. 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.

18.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may requestTendererstoextendtheperiodofvalidityoftheirTenders.Therequestandtheresponsesshallbemadein 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 Tendersecurity.ATenderergrantingtherequestshallnotberequiredorpermittedtomodifyitsTender.

**19.0 Tender Security**

**19.1** 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.

**19.2** 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;

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

**19.3** 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.

**19.4** 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.

**19.5** 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.

**19.6** 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.

**19.7** 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.

**19.8** 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.

**19.9** 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.

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

**20.0 Format and Signing of Tender**

**20.1** 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.

**20.2** 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.

**20.3** 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.

**20.4** 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.

**20.5** 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

**21.0 Sealing and Marking of Tenders**

**21.1** 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.

**21.2** 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.

**22.0 Deadline for Submission of Tenders**

**22.1** 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**.

**22.2** 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.

**23.0 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.

**24.0 Withdrawal, Substitution, and Modification of Tenders**

**24.1** 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.

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

**24.3** 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**

**25.1** 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.**

25.2 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.

25.3 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.

25.4 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 authorizationtorequestthemodificationandisreadoutatTenderopening.

25.5 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.

25.6 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 initialed by the members of the tender opening committee attending the opening.

25.7 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).

25.8 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.

25.9 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

26.1 Information relating to the evaluation of Tenders and recommendation of contract award shall not be disclosed to Tenderersorany 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.

26.2 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.

26.3 Not withstanding 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.

### 27.0 Clarification of Tenders

**27.1** 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 aresponse. Any clarification submitted by a tenderer that is not in response to a request by the Procuring Entity shallnot 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.

**27.2** 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.

### 28.0 Deviations, Reservations, and Omissions

**28.1** 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.

**29.0 Determination of Responsiveness**

**29.1** 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.

**29.2** A substantially responsive Tender is one that meets the requirements of the Tender document withoutmaterial deviation, reservation, or omission. A material deviation, reservation, or omission is one that, if accepted, would:

a) Affec tin any substantial way the scope, quality, or performance of the Works specified in the Contract;

b) limit in any substantial way, inconsistent with the tender document, the Procuring Entity's rights or the tenderer's obligations under the proposed contract;

c) if rectified, would unfairly affect the competitive position of other tenderers presenting substantially responsivetenders.

**29.3** 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.

**29.4** 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.

**30.0 Non-material Non-conformities**

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

**30.2** 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.

**30.3** 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.**

**31.0 Arithmetical Errors**

**31.1** 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.

**31.2** 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 disqualificationofthetenderasnon-responsive.

b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bidpriceshallbe 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

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

**32.0 Conversion to Single Currency**

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

**33.0 Margin of Preference and Reservations**

**33.1** 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.

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

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

**33.4** Where it is intended to reserve a contract to as pecific 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.

**34.0 Nominated Subcontractors**

**34.1** 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. Incase the ProcuringEntity 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.

**34.2** 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.

**34.3** 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 Subcontractorsproposed by the Tenderer may be added to the qualifications of the Tenderer.

**35. Evaluation of Tenders**

35.1 TheProcuring 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 theLowest Evaluated Tender in accordance with ITT 40.

35.2 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) pricea djustment due to quantifiable non materialnon-conformities in accordance with ITT 30.3; and

e) any additional evaluation factors specified in the **TDS** and Section III, Evaluation and Qualification Criteria.

35.3 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 consideredin Tender evaluation.

35.4 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.

## 36.0 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.

## 37.0 Abnormally low tenders and abnormally high tenders

### Abnormally LowTenders

**37.1** 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 Tenderersis compromised.

**37.2** 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 otherrequirements of the Tender document.

**37.3** 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

**37.4** Anabnormally 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.

**37.5** Incase of a nab normally 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 a ccept 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.

**37.6** 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.

## 38.0 Unbalanced and/ or front-loaded tenders

**38.1** 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.

**38.2** After the evaluation of the information and detailed price analyses presented by the Tenderer, the Procuring Entity may as appropriate:

a) accept theTender;

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,

**39.0 Qualifications of the tenderer**

**39.1** 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.

**39.2** 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.

**39.3** 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 ProcuringEntityshallproceedto 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.

**40.0 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) Mostresponsive to the Tender document; and
b) the lowest evaluated price.

**41.0 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. Incase of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

## F. AWARD OF CONTRACT

**42.0 Award criteria**

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

**43.0 Notice of Intention to Enter into a Contract/Notification of Award**

Uponaward 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) instruction son how to request a debriefing and/ or submit a complaint during the stand still period;

**44.0 Stand still Period**

**44.1** 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.

**44.2** 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.

**45.0 Debriefing by The Procuring Entity**

**45.1** 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.

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

**46.0 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.

**47.0 Signing of Contract**

**47.1** 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.

**47.2** Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and returnittotheProcuringEntity.

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

**48.0 Performance Security**

**48.1** 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.

**48.2** Failure of the successful Tenderer to submit the above-mentioned Performance Security and otherdocuments 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.

**48.3** Performance security shall not be required for contracts estimated to cost less than the amount specified inthe Regulations.

**49.0 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.

**50.0 Procurement related Complaints and Administrative Review**

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

50.2 A request for administrative review shall be made in the form provided under contract forms.

## 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.

| Reference to ITC Clause | PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS |
|---|---|
| **A. General** | |
| **ITT 1.1** | The name of the contract is: **TURKANA COUNTY GOVERNMENT**<br><br>The reference number of the Contract is: **PROPOSED CONSTRUCTION OF NEW MODERN MATERNITY AT KAKWANYANG DISPENSARY, LODWAR TOWNSHIP WARD , TURKANA COUNTY**<br><br>The number and identification of lots (contracts) comprising this Tender are:<br><br>Lot 1- Name _____<br><br>Lot 2- Name _____ |
| **ITT 2.4** | The Information made available on competing firms is as follows: **NONE** |
| **ITT 2.4** | The firms that provided consulting services for the contract being tendered for are: **NONE** |
| | |
| **ITT 3.1** | Maximum number of members in the Joint Venture (JV) shall be: **TWO** |
| **B. Contents of Tender Document** | |
| **ITT 7.1** | (i) The Tenderer will submit any request for clarifications in writing at the Address:<br>**Director Supply Chain Management Services**<br>**County Headquarters,**<br>**P.O Box 11, 30500 Lodwar,**<br>**Tel.**<br>**Turkana Kenya.**<br>**Website: www.turkana.go.ke**<br>**Email**<br><br>to reach the Procuring Entity not later than **5TH NOVEMBER, 2026**<br>(ii) The Procuring Entity shall publish its response at the website:<br>**.....** |
| **ITT 7.2** | (A) A pre-arranged pretender site visit **SHALL NOT** take place at the following date, time and place:<br><br>Date:<br>Time:<br>Place:<br><br>(B) Pre-Tender meeting **SHALL** take place at the following date, time and place:<br>Date: **5TH NOVEMBER, 2026**<br>Time: **10: 30 AM**<br>Place: **SUPPLY CHAIN MANAGEMENT BOARD ROOM** |

| Reference to ITC Clause | PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS |
|---|---|
| **ITT 7.3** | The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than **5TH NOVEMBER 2026** before the meeting. |
| **ITT 7.5** | The Procuring Entity's website where Minutes of the pre-Tender meeting and the pre-arranged pretender will be published is: ***www.turkana.go.ke*** |
| **ITT 9.1** | For Clarification of Tender purposes, for obtaining further information and for purchasing tender documents, the Procuring Entity's address is:<br>**Director Supply Chain Management Services**<br>**County Headquarters,**<br>**P.O Box 11, 30500 Lodwar,**<br>**Tel.**<br>**Turkana, Kenya.**<br>**Website: www.turkana.go.ke**<br>**Email:** |
| **C. Preparation of Tenders** | |
| ITT 11.1 (h) | The Tenderer shall submit the following additional documents in its Tender: **AS PER THE EVALUATION AND QUALIFICATION CRITERIA** |
| **ITT 13.1** | Alternative Tenders **SHALL NOT BE** considered. |
| ITT 13.2 | Alternative times for completion **SHALL NOT BE** permitted. |
| ITT 13.4 | Alternative technical solutions shall be permitted for the following parts of the Works: **AS PER THE BILLS OF QUANTITIES AND SPECIFICATIONS** |
| **ITT 14.5** | The prices quoted by the Tenderer shall be: **FIXED** |
| **ITT 15.2 (a)** | Foreign currency requirements **NOT ALLOWED.** |
| **ITT 18.1** | The Tender validity period shall be **180** days. |
| **ITT 18.3** | (a) The Number of days beyond the expiry of the initial tender validity period will be **30** days.<br><br>(b) The Tender price shall be adjusted by the following percentages of the tender price: **AS PER THE PPADA 2015** |
| **ITT 19.1** | The type of Tender security shall be **BANK GUARANTEE** in the amount of Kenya shillings **100,000.00 OF THE CONTRACT AMOUNT** from a reputable bank |
| **ITT 20.1** | In addition to the original of the Tender, the number of copies is: **ONE** |
| **ITT 20.3** | The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: **POWER OF ATTORNEY** |
| **D. Submission and Opening of Tenders** | |
| **ITT 22.1** | (A) For Tender submission purposes only, the Procuring Entity's address is:<br><br>**THE COUNTY SECRETARY**<br>**TURKANA COUNTY GOVERNMENT**<br>**COUNTY HEADQUARTERS,**<br>**P.O BOX 11 – 30500,**<br>**LODWAR,**<br><br>Tenders **MUST SUBMIT** tenders electronically. |
| **ITT 25.1** | The Tender opening shall take place at the time and the address for Opening of Tenders provided below:<br>**Turkana County Government**<br>**County Headquarters** |

| Reference to ITC Clause | PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS |
|---|---|
| | **Supply Chain Management Department Boardroom**<br>**Lodwar**<br><br>**DATE: 5TH NOVEMBER 2026**<br>**TIME: 10: 30 AM EAT** |
| **ITT 25.1** | If Tenderers are allowed to submit Tenders electronically, they shall follow the electronic tender submission procedures **specified below:** |
| **E. Evaluation, and Comparison of Tenders** | |
| **ITT 30.3** | The adjustment shall be based on the **AVERAGE** price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate. |
| **TT 32.1** | The currency that shall be used for Tender evaluation and comparison purposes only to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: **KENYA SHILLING**<br><br>The source of exchange rate shall be: **The Central bank of Kenya** (mean rate)<br><br>The date for the exchange rate shall be*:* **the deadline date for Submission of the Tenders.** |
| **ITT 33.2** | A margin of preference **SHALL NOT** apply. |
| **ITT 33.4** | The invitation to tender is extended to the following group that qualify for Reservations: **NOT APPLICABLE** |
| **ITT 34.1** | At this time, the Procuring Entity **DOES NOT INTEND** to execute certain specific parts of the Works by subcontractors selected in advance. |
| **ITT 34.2** | Contractor's may propose subcontracting: Maximum percentage of subcontracting permitted is: **TEN (10) % OF THE TOTAL CONTRACT AMOUNT.** Tenderers planning to subcontract more than 10% of total volume of work shall specify, in the Form of Tender, the activity (ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualification and experience. |
| **ITT 34.3** | The parts of the Works for which the Procuring Entity permits Tenderers to propose Specialized Subcontractors are designated as follows:<br>1.<br>2.<br>For the above-designated parts of the Works that may require Specialized Subcontractors, the relevant qualifications of the proposed Specialized Subcontractors will be added to the qualifications of the Tenderer for the purpose of evaluation. |
| **ITT 35.2 (e)** | Additional requirements apply. **THESE ARE DETAILED IN THE EVALUATION CRITERIA IN SECTION III, EVALUATION AND QUALIFICATION CRITERIA.** |
| **ITT 48.1** | Other documents required in addition to the Performance Security are: **NOT APPLICABE** |
| **ITT 50.1** | The procedures for making a Procurement-related Complaint are detailed in the "Notice of Intention to Award the Contract" herein and are also available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke.<br><br>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:<br><br>For the attention: |

| Reference to ITC Clause | PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS |
|---|---|
| | Title/position: **THE COUNTY SECRETARY**<br><br>Procuring Entity: **TURKANA COUNTY GOVERNMENT**<br>Email address*: P.O.BOX 11-30500, LODWAR*<br><br>In summary, a Procurement-related Complaint may challenge any of the following (among others):<br><br>(i) the terms of the Tender Documents; and<br><br>(ii) the Procuring Entity's decision to award the contract. |

## SECTION III - EVALUATION AND QUALIFICATION CRITERIA

### 1.0 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 evaluatingTenders.

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 is 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

TheProcuring 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.

### 2.0 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.

*[The Procuring Entity will provide the preliminary evaluation criteria. To facilitate, a template may be attached or clearly described all information and list of documentation to be submitted by Tenderers to enable preliminary evaluation of the Tender]*

| **1.Preliminary evaluation and Mandatory requirements** | | | | |
|---|---|---|---|---|
| | **NO** | **MANDATORY REQUIREMENTS (bidders must provide all this)** | **YES** | **NO** |
| | 1. | Must submit a copy of valid Certificate of Incorporation | | |
| | 2. | Certificate of Confirmation of Directors and shareholding (CR12) | | |
| | 3. | Must submit a tender security ***of ksh.100, 000. 00 OF BID AMOUNT*** *Valid for 180 days.* from PPRA recognized tender security provider or dully filled Tender securing declaration form for the special groups | | |
| | 4. | Must submit a copy of valid Tax Compliance Certificate from KRA | | |

| | | | | |
|---|---|---|---|---|
| | 5. | Sequential Pagination of the entire document | | |
| | 6. | Must fill the price schedule/BOQ in the format provided where applicable | | |
| | 7. | Must fill the form of tender in the format provided and instructions provided | | |
| | 8. | Must submit a duly filled up confidential business questionnaire in the format provided | | |
| | 9. | Must fill the anti-corruption in the format provided SD1 | | |
| | 10. | Must fill the debarment form in the format provided SD2 | | |
| | 11. | Must fill the Code of ethics form | | |
| | 12. | Must fill the Tenderers information form | | |
| | 13 | Audited account statement for 2023,2024 and 2025 | | |
| | 13. | Registration by relevant regulatory authority (Valid NCA 8 and above registration certificate. (Registration as Civil Engineering Contractors (BUILDING WORKS) minimum of Class NCA 8) | | |
| | 13. | Registration by relevant regulatory authority (Valid NCA 8 and above practicing license. (Registration as Civil Engineering Contractors (BUILDING WORKS) minimum of Class NCA 8) | | |
| | 14. | Attach valid business permit from any county government in Kenya | | |
| | | *At this stage, the tenderers submission will either be responsive or non- responsive. The non- responsive submission will be eliminated from the entire evaluation process and will not be considered further.*<br><br>***NB: Bidders are also informed to organize their evidentiary documentation in the order above for ease of reference.*** | | |

2. ***TECHNICAL EVALUATION CRITERIA***

| No | Requirements | Evidence | Max. Score | Score Awarded |
|---|---|---|---|---|
| 1. | Working Experience in similar projects | Previous experience detailing at least six (6)similar projects undertaken successfully in the last five years<br>(a)evidence of Completion Certificates----2mks each certificate x 6 no. project=**12mks**<br>(b) Evidence of LSOs---1.5mks each x 6no. projects=**9mks**<br>(c) Letter of award of similar project----1.5mks each x 6no. project=**9mks**<br>for the respective projects to the proposed works in termsof the physical size and complexity | 30 | |
| 2. | General Working Experience in other/supplies projects | Experience in other works or supplies.(Attach LPO's/LSO's/ completion certificates)<br>(a)evidence of 5no.Completion Certificates----2mks each certificate x 5 no. project=**10mks**<br>(b) Evidence of 5LSO/LPOs---1.0mks each x 5no. projects=**5mks**<br>(c) Letter of award of similar project----1.0mks each x 5no. project=**5mks**<br>for the respective projects to the proposed works in termsof the physical size and complexity | 20 | |
| 4. | Equipment | Attach signed and stamped copy of relevant equipment for this work - (10 marks) with prove of ownership/Lease agreement letter. List of Equipment **-5 marks** and Prove of Ownership **-1 marks** for each Equipment<br>(Minimum of 5 Equipment) | 10 | |
| 5. | Qualified Technical Staff | CVs, academic and professional certificates (**15 Marks**) (a) Project Manager who is a holder of a degree in relevant construction discipline with a minimum of 2 years' relevant work experience - **10 marks** (b) Site Agent whois a holder of a degree/diploma in relevant construction discipline **-5 marks** | 15 | |

| | **CVs/Degree/professional certificates** | **Minimum (2 Years' Experience)** |
|---|---|---|
| **Project Manager.** | 6 | 4 |
| **Site Agent.** | 3 | 2 |

| | | | | |
|---|---|---|---|---|
| 6. | **Financial Capacity** | **(a)** Provide Company Audited Statements of Accounts for the last three years: **2023, 2024, 2025**, certified by a reputable Audit Firm. **(2 Marks)** for Each Year Provided<br><br>**(b)** Credit Line Reference Attach aletter from a bank**- (4marks)**<br><br>**(c)** Provide Bank Statement for the last 6 (Six) Months to date of Tender with a least 2 **million** andabove – 5 **Marks** | 15 | |
| 7. | | Submit work methodology and schedule giving time lines- **10 marks** | 10 | |
| | | **TOTAL** | **100** | |

The minimum pass mark to the financial evaluation is 65marks and Only bidders who qualify at this stage will be subjected to the Financial Evaluation comparison which will be in accordance to Section 82, PPADA 2015

Quality and cost-based selection method shall be applied. The QCBS selection is where the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the data sheet the bidder that achieve the highest combined score will be the successful bidder.
The lowest evaluated financial proposal (Fm) is given the maximum financial score (Sf) of 100%.the formula for determining the financial score Sf for all other proposals is calculated as follows;

Sf=100xFm/F in which Sf is the financial score, Fm is the lowest price and F is the price of the proposal under consideration The

weight given to the Technical (T) and financial (p) proposals are
T=0.8 and P=0.2

Proposals are ranked according to their combined technical (St) and Financial (Sf) scores using the weights (T=the weight given to technical proposals; P=the weight given in the financial proposals; T+P=1)
S =St X T% + SF X P%)

## 3. FINANCIAL EVALUATION

Bids that pass the Technical Evaluation shall be subjected to Financial Evaluation.

# NOTE

1. **The lowest evaluated financial proposal (Fm) is given the maximum financial score (Sf) of 100%.the formula for determining the financial score Sf for all other proposals is calculated as follows;**

2. **Sf=100xFm/F in which Sf is the financial score, Fm is the lowest price and F is the price of the proposal under consideration**

**The procuring entity reserves the right to carry out due diligence on the responsive tenders prior to award of the contract.**

**Any false information provided by a bidder shall lead to automatic disqualification**

**3.0 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):

……

**4.0 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.

(ii) Ifatenderer wins more than one Lot, the tender will be awarded a contract for all won Lots, provided the tenderer meetstheaggregate 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.

**OPTION 2**

The Procuring Entity will consider all possible combinations of won Lots [contract(s)] and determine the combination with the lowest evaluated price. Tenders will then be awarded to the Tenderer or Tenderers in the combination provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the won Lots.

**5.0 ALTERNATIVE TENDERS (ITT 13.1)**

**Alternative Tenders (ITT 13.1)**

*Analternative if permitted under ITT 3.1, will be evaluated as follows:*

The Procuring Entity shall consider Tenders offered for alternatives as specified in Part 2 - Works requirements. Only the technical alternatives, if any, of the Tenderer with the Best Evaluated Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.

**60 MARGIN OF PREFERENCE**

**61** If the TDS so specifies, the Procuring Entity will grant a margin of preference of fifteen percent (15%) to be loaded on evaluated prices of the foreign tenderers, where the percentage of share holding of Kenyan citizensis less than fifty- one percent (51%).

**62** Contractors 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.

**63** After Tenders have been received and reviewed by the Procuring Entity, responsive Tenders shall be assessed to ascertain their percentage of shareholding of Kenyan citizens. Responsive tenders shall be classified into the following groups:

i) *Group A:* tenders offered by Kenyan Contractors and other Tenderers where Kenyan citizens hold shares of over fifty one percent (51%).
ii) *Group B:* tenders offered by foreign Contractors and other Tenderers where Kenyan citizens hold shares of less than fifty one percent (51%).

**64** All evaluated tenders in each group shall, as a first evaluation step, be compared to determine the lowest tender, and the lowest evaluated tender in each group shall be further compared with each other. If, as a result of this comparison, a tender from Group A is the lowest, it shall be selected for the award of contract. If a tender from Group B is the lowest, an amount equal to the percentage indicated in Item 6.1 of the respective tender price, including unconditional discounts and excluding provisional sums and the cost of day works, if any, shall be added to the evaluated price offered in each tender from Group B. All tenders shall then be compared using new prices with added prices to Group B and the lowest evaluated tender from Group A. If the tender from Group A is still the lowest tender, it shall be selected foraward. If not, the lowest evaluated tender from Group B based on the first evaluation price shall be selected.

**7. Post qualification and Contract ward (ITT 39), more specifically,**

a) In case the tender was subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required.
b) Incase 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, subject to meeting each of the following conditions.
   i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow of Kenya Shillings_____
   ii) Minimum average annual construction turnover of Kenya Shillings_____*[insert amount]*, equivalent calculated as total certified payments received for contracts in progress and/or completed within the last_____*[insert of year]* years.

iii) Atleast_____(*insert number)* of contract(s) of a similar nature executed within Kenya, or the East African Community or a broad, that have been satisfactorily and substantially completed as a prime contractor, or joint venture member or sub-contractor each of minimum value Kenya shillings_____equivalent.

iv) Contractor's Representative and Key Personnel, which are specifiedas_____

*v)* Contractors key equipment listed on the table "Contractor's Equipment" below and more specifically listed as *[specify requirements for each lot as applicable]*_____

iv) Other conditions depending on their seriousness.

a) **History of non-performing contracts**:

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last_____(*specify years*). The required information shall be furnished in the appropriate form.

**b) Pending Litigation**

Financialpositionandprospectivelong-termprofit ability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under Paragraph (i) above if all pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations in the appropriate form.

**c) LitigationHistory**

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last _____(*specify years*). All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or on going unde rits execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

## QUALIFICATION FORM*

| 1 | 2 | 3 | *4* | *5* |
|---|---|---|---|---|
| **Item No.** | **Qualification Subject** | **Qualification Requirement** | ***Document To be Completed by Tenderer*** | ***For Procuring Entity's Use (Qualification met or Not Met)*** |
| 1 | Nationality | Nationality in accordance with ITT 3.6 | Forms ELI – 1.1 and 1.2, with attachments | |
| 2 | Tax Obligations for Kenyan Tenderers | Has produced a current tax clearance certificate or tax exemption certificate issued by Kenya Revenue Authority in accordance with ITT 3.14. | Attachment | |
| 3 | Conflict of Interest | No conflicts of interest in accordance with ITT 3.3 | Form of Tender | |
| 4 | PPRA Eligibility | Not having been declared ineligible by the PPRA as described in ITT 3.7 | Form of Tender | |
| 5 | State- owned Enterprise | Meets conditions of ITT 3.8 | Forms ELI – 1.1 and 1.2, with attachments | |
| 6 | Goods, equipment and services to be supplied under the contract | To have their origin in any country that is not determined ineligible under ITT 4.1 | Forms ELI – 1.1 and 1.2, with attachments | |
| 7 | History of Non-Performing Contracts | Non-performance of a contract did not occur as a result of contractor default since 1st January […….]. | Form CON-2 | |
| 8 | Suspension Based on Execution of Tender/Proposal Securing Declaration by the Procuring Entity | Not under suspension based on-execution of a Tender/Proposal Securing Declaration pursuant to ITT 19.9 | Form of Tender | |
| 9 | Pending Litigation | Tender's financial position and prospective long-term profitability still sound according to criteria established in 3.1 and assuming that all pending litigation will NOT be resolved against the Tenderer. | Form CON – 2 | |
| 10 | Litigation History | No consistent history of court/arbitral award decisions against the Tenderer since 1st January *[insert year]*. | Form CON – 2 | |
| 11 | Financial Capabilities | (i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as Kenya Shillings *[insert amount]* equivalent for the subject contract(s) net of the Tenderer's other commitments.<br><br>(ii) The Tenderers shall also demonstrate, to the satisfaction of the Procuring Entity, that it has adequate sources of finance to meet the cash flow requirements on works | Form FIN – 3.1, with attachments | |

| 1<br>**Item No.** | 2<br>**Qualification Subject** | 3<br>**Qualification Requirement** | 4<br>***Document To be Completed by Tenderer*** | 5<br>***For Procuring Entity's Use (Qualification met or Not Met)*** |
|---|---|---|---|---|
| | | currently in progress and for future contract commitments.<br><br>(iii) The audited balance sheets or, if not required by the laws of the Tenderer's country, other financial statements acceptable to the Procuring Entity, for the last *[insert number of years]* years shall be submitted and must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability. | | |
| 12 | Average Annual Construction Turnover | Minimum average annual construction turnover of Kenya Shillings *[insert amount]*, equivalent calculated as total certified payments received for contracts in progress and/or completed within the last *[insert of year]* years, divided by *[insert number of years]* years | Form FIN – 3.2 | |
| 13 | General Construction Experience | Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last *[insert number of years]* years, starting 1st January *[insert year]*. | Form EXP – 4.1 | |
| 14 | Specific Construction & Contract Management Experience | A minimum number of *[state the number]* similar contracts specified below that have been satisfactorily and substantially completed as a prime contractor, joint venture member, management contractor or sub-contractor between 1st January [*insert year*] and tender submission deadline i.e. …. (number) contracts, each of minimum value Kenya shillings…….. equivalent.<br>[*In case the Works are to be tender as individual contracts under multiple contract procedure, the minimum number of contracts required for purposes of evaluating qualification shall be selected from the options mentioned in ITT 35.4]*<br><br>The similarity of the contracts shall be based on the following: [*Based on Section VII, Scope of Works, specify the minimum key requirements in terms of physical size, complexity, construction method, technology and/or other characteristics including part of the requirements that may be met by specialized subcontractors, if permitted in accordance with ITT 34.3]* | Form EXP 4.2(a) | |

## SECTION IV - TENDERING FORMS

### QUALIFICATION FORMS

### 1. FOREIGN TENDERERS 40%RULE

Pursuant to ITT 3.9, a foreign tenderer must complete this form to demonstrate that the tender fulfils this condition.

| ITEM | Description of Work Item | Describe location of Source | COST in K. shillings | Comments, if any |
|---|---|---|---|---|
| A | Local Labor | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| B | Sub contracts from Local sources | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| C | Local materials | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| D | Use of Local Plant and Equipment | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| E | Add any other items | | | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| | TOTAL COST LOCAL CONTENT | | XXXXX | |
| | PERCENTAGE OF CONTRACT PRICE | | | |

## 2. FORM EQU: EQUIPMENT

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or fo ralternative equipment proposed by the Tenderer.

| Item of equipment | | |
|---|---|---|
| Equipment information | Name of manufacturer | Model and power rating |
| | Capacity | Year of manufacture |
| Current status | Current location | |
| | Details of current commitments | |
| Source | Indicate source of the equipment<br>☐ Owned ☐ Rented ☐ Leased ☐ Specially manufactured | |

Omit the following information for equipment owned by the Tenderer.

| | | |
|---|---|---|
| Owner | Name of owner | |
| | Address of owner | |
| | Telephone | Contact name and title |
| | Fax | Telex |
| Agreements | Details of rental / lease / manufacture agreements specific to the project | |
| | | |
| | | |

## 3. FORM PER -1

**Contractor's Representative and Key Personnel Schedule**

Tenderers should provide the names and details of the suitably qualified Contractor's Re presentative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

**Contractor' Representative and Key Personnel**

| | | |
|---|---|---|
| **1.** | **Title of position:** Contractor's Representative | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **2.** | **Title of position:** *[_____]* | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **3.** | **Title of position:** *[_____]* | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **4.** | **Title of position:** *[_____]* | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **5.** | **Title of position:** *[insert title]* | |
| | **Name of candidate** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |

## 4. FORM PER - 2:

Resume and Declaration - Contractor's Representative and Key Personnel.

| Name of Tenderer |
|---|
| |

| Position [*#1*]: [*title of position from Form PER-1*] | | |
|---|---|---|
| Personnel information | Name: | Date of birth: |
| | Address: | E-mail: |
| | | |
| | Professional qualifications: | |
| | Academic qualifications: | |
| | Language proficiency: *[language and levels of speaking, reading and writing skills]* | |
| Details | | |
| | Address of Procuring Entity: | |
| | Telephone: | Contact (manager / personnel officer): |
| | Fax: | |
| | Job title: | Years with present Procuring Entity: |

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

| Project | Role | Duration of involvement | Relevant experience |
|---|---|---|---|
| *[main project details]* | *[role and responsibilities on the project]* | *[time in role]* | *[describe the experience relevant to this position]* |
| | | | |
| | | | |
| | | | |

**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 on this contract]* |
| Time commitment: | *[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on 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: [*insert name*]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Tenderer:

Signature: _____

Date: (day month year): _____

# 5. 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.

## 5.1 FORM ELI -1.1

**Tenderer InformationForm**

Date:_____

ITT No. and title:_____

| |
|---|
| Tenderer's name |
| In case of Joint Venture (JV), name of each member: |
| Tenderer's actual or intended country of registration:<br>*[indicate country of Constitution]* |
| Tenderer's actual or intended year of incorporation: |
| Tenderer's legal address [in country of registration]: |
| Tenderer's authorized representative information<br>Name: _____<br>Address: _____<br>Telephone/Fax numbers: _____<br>E-mail address: _____ |
| 1. Attached are copies of original documents of<br>☐ 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<br>☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.5<br>☐In case of state-owned enterprise or institution, in accordance with ITT 3.8, documents establishing:<br>• Legal and financial autonomy<br>• Operation under commercial law<br>1. Establishing that the Tenderer is not under the supervision of the Procuring Entity<br>2. Included are the organizational chart and a list of Board of Directors |

## 5.2 FORM ELI -1.2

**Tenderer's JV Information Form**
**(to be completed for each member of Tenderer's JV)**

Date:_____

ITT No. andtitle:_____

| |
|---|
| 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<br>Name: _____<br>Address: _____<br>Telephone/Fax numbers: _____<br>E-mail address: _____ |
| 1. Attached are copies of original documents of<br>☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 3.6.<br>☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 3.5.<br><br>2. Included are the organizational chart and a list of Board of Directors. |

53 **FORM CON –2**

## Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer's Name: _____
Date: _____
JV Member's Name_____
ITT No. and title: _____

| Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria | | | |
|---|---|---|---|
| ☐ Contract non-performance did not occur since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.<br><br>☐ Contract(s) not performed since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, requirement 2.1<br><br>☐ Contract(s) withdrawn since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, requirement 2.1 | | | |
| **Year** | **Non- performed portion of contract** | **Contract Identification** | **Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)** |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*<br>Name of Procuring Entity: *[insert full name]*<br>Address of Procuring Entity: *[insert street/city/country]*<br>Reason(s) for nonperformance: *[indicate main reason(s)]* | *[insert amount]* |
| Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria | | | |
| ☐ No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.<br>☐ Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below. | | | |

| **Year of dispute** | **Amount in dispute (currency)** | **Contract Identification** | **Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)** |
|---|---|---|---|
| | | Contract Identification: _____<br>Name of Procuring Entity: _____<br>Address of Procuring Entity: _____<br>Matter in dispute: _____<br>Party who initiated the dispute: ____<br>Status of dispute: _____ | |
| | | Contract Identification:<br>Name of Procuring Entity:<br>Address of Procuring Entity:<br>Matter in dispute:<br>Party who initiated the dispute:<br>Status of dispute: | |
| Litigation History in accordance with Section III, Evaluation and Qualification Criteria | | | |
| ☐ No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.<br>☐ Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below. | | | |

| Year of dispute | Amount in dispute (currency) | 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]<br>Name of Procuring Entity: *[insert full name]*<br>Address of Procuring Entity: *[insert street/city/country]*<br>Matter in dispute: *[indicate main issues in dispute]*<br>Party who initiated the dispute: *[indicate "Procuring Entity" or "Contractor"]*<br>Reason(s) for Litigation and award decision *[indicate main reason(s)]* | *[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.

## 5.4 FORM FIN – 3.1:

**Financial Situation and Performance**

Tenderer's Name: _____
Date: _____
JV Member's Name_____
ITT No. and title: _____

### 5.4.1. Financial Data

| **Type of Financial information in_____ (currency)** | **Historic information for previous _____*years*, _____ (amount in currency, currency, exchange rate*, USD equivalent)** | | | | |
|---|---|---|---|---|---|
| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| Statement of Financial Position (Information from Balance Sheet) | | | | | |
| Total Assets (TA) | | | | | |
| Total Liabilities (TL) | | | | | |
| Total Equity/Net Worth (NW) | | | | | |
| Current Assets (CA) | | | | | |
| Current Liabilities (CL) | | | | | |
| Working Capital (WC) | | | | | |
| Information from Income Statement | | | | | |
| Total Revenue (TR) | | | | | |
| Profits Before Taxes (PBT) | | | | | |
| Cash Flow Information | | | | | |
| Cash Flow from Operating Activities | | | | | |

*Refer to ITT 15 for the exchange rate

### 5.4.2 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 | | |

### 5.4.3 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[1] for the _____ years required above; and complying with the requirements

[1] If the most recent set of financial statements is for a period earlier than 12 months from the date of Tender, the reason for this should be justified.

## 5.5 FORM FIN – 3.2:

**Average Annual Construction Turnover**

Tenderer's Name: _____
Date: _____
JV Member's Name_____
ITT No. and title: _____

| | **Annual turnover data (construction only)** | | |
|---|---|---|---|
| **Year** | **Amount Currency** | **Exchange rate** | **Kenya Shilling equivalent** |
| *[indicate year]* | *[insert amount and indicate currency]* | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Average Annual Construction Turnover * | | | |

* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

## 5.6 FORM FIN – 3.3:

**Financial Resources**

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Section III, Evaluation and Qualification Criteria

| Financial Resources | | |
|---|---|---|
| **No.** | **Source of financing** | **Amount (Kenya Shilling equivalent)** |
| 1 | | |
| 2 | | |
| 3 | | |
| | | |

## 5.7 FORM FIN – 3.4:

**Current Contract Commitments / Works in Progress**

Tenderers and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

| Current Contract Commitments | | | | | |
|---|---|---|---|---|---|
| **No.** | **Name of Contract** | **Procuring Entity's Contact Address, Tel,** | **Value of Outstanding Work [Current Kenya Shilling /month Equivalent]** | **Estimated Completion Date** | **Average Monthly Invoicing Over Last Six Months [Kenya Shilling /month)]** |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| | | | | | |

## 5.8 FORM EXP - 4.1

### General Construction Experience

Tenderer's Name: _____
Date: _____
JV Member's Name_____
ITT No. and title: _____

Page _____of _____pages

| Starting Year | Ending Year | Contract Identification | Role of Tenderer |
|---|---|---|---|
| | | Contract name: _____<br>Brief Description of the Works performed by the Tenderer: _____<br>Amount of contract: _____<br>Name of Procuring Entity: _____<br>Address: _____ | |
| | | Contract name: _____<br>Brief Description of the Works performed by the Tenderer: _____<br>Amount of contract: _____<br>Name of Procuring Entity: _____<br>Address: _____ | |
| | | Contract name: _____<br>Brief Description of the Works performed by the Tenderer: _____<br>Amount of contract: _____<br>Name of Procuring Entity: _____<br>Address: _____ | |

## 5.9 FORM EXP - 4.2(a)

**Specific Construction and Contract Management Experience**

Tenderer's Name: _____
Date: _____
JV Member's Name_____
ITT No. and title: _____

| **Similar Contract No.** | **Information** | | | |
|---|---|---|---|---|
| Contract Identification | | | | |
| Award date | | | | |
| Completion date | | | | |
| Role in Contract | Prime Contractor ☐ | Member in JV ☐ | Management Contractor ☐ | Sub-contractor ☐ |
| Total Contract Amount | | | **Kenya Shilling** | |
| If member in a JV or sub-contractor, specify participation in total Contract amount | | | | |
| Procuring Entity's Name: | | | | |
| Address:<br>Telephone/fax number<br>E-mail: | | | | |


## 5.9 FORM EXP - 4.2(a)

**Specific Construction and Contract Management Experience**

Tenderer's Name: _____
Date: _____
JV Member's Name_____
ITT No. and title: _____


| **Similar Contract No.** | **Information** | | | |
|---|---|---|---|---|
| Contract Identification | | | | |
| Award date | | | | |
| Completion date | | | | |
| Role in Contract | Prime Contractor ☐ | Member in JV ☐ | Management Contractor ☐ | Sub-contractor ☐ |
| Total Contract Amount | | | **Kenya Shilling** | |
| If member in a JV or sub-contractor, specify participation in total Contract amount | | | | |
| Procuring Entity's Name: | | | | |
| Address:<br>Telephone/fax number<br>E-mail: | | | | |

## 5.9 FORM EXP - 4.2 (a) (cont.)

**Specific Construction and Contract Management Experience (cont.)**

| **Similar Contract No.** | **Information** |
|---|---|
| Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III: | |
| 1. Amount | |
| 2. Physical size of required works items | |
| 3. Complexity | |
| 4. Methods/Technology | |
| 5. Construction rate for key activities | |
| 6. Other Characteristics | |

## 5.10 FORM EXP - 4.2(b)

**Construction Experience in Key Activities**

Tenderer's Name: _____
Date: _____
Tenderer's JV Member Name: _____
Sub-contractor's Name[2] (as per ITT 34): _____
ITT No. and title: _____

All Sub-contractors for key activities must complete the information in this form as per ITT 34 and Section III, Evaluation and Qualification Criteria, Sub-Factor 4.2.

1. Key Activity No One: _ _____

| | **Information** | | | |
|---|---|---|---|---|
| Contract Identification | | | | |
| Award date | | | | |
| Completion date | | | | |
| Role in Contract | Prime Contractor ☐ | Member in JV ☐ | Management Contractor ☐ | Sub-contractor ☐ |
| Total Contract Amount | | | **Kenya Shilling** | |
| Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year | Total quantity in the contract (i) | Percentage participation (ii) | | Actual Quantity Performed (i) x (ii) |
| Year 1 | | | | |
| Year 2 | | | | |
| Year 3 | | | | |
| Year 4 | | | | |
| Procuring Entity's Name: | | | | |
| Address:<br>Telephone/fax number<br>E-mail: | | | | |

[2] If applicable

| | **Information** |
|---|---|
| Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III: | |
| | |
| | |
| | |
| | |
| | |

2. Activity No. Two
3. ……

## OTHER FORMS

## 6. FORM OF TENDER

### (Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

***INSTRUCTIONS TO TENDERERS***

*i) All italicized text is to help the Tenderer in preparing this form.*

*ii) The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address. Tenderers are reminded that this is a mandatory requirement.*

*iii) Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION FORMS OF THE TENDERER as listed under (xxii) below.*

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

To: ..... *[Insert complete name of Procuring Entity]*

**Date of thisTender 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 therein 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] _____ _____

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 adhereby 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 issuedinaccordance with ITT 28;

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

[3] *This sum should be carried forward from the Summary of the Bills of Quantities.*
[4] *The percentage quoted above should not include provisional sums, and not more than two foreign currencies are allowed.*

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 19.8;

*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, incase of one lot: Total priceis: *[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 obtaina Performance Security in accordance with the Tendering document;

xii) One Tender Per Tender: Weare 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.")*

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 personacting 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) **Beneficial Ownership Information:** We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.

xxii) We, the Tenderer, have duly completed, signed and stamped the following Forms as part of our Tender:

a) Tenderer's Eligibility; Confidential Business Questionnaire - to establish we are no tin any conflict to interest.

(b) Certificate of Independent Tender Determination - to declare that we completed the tender without colluding with other tenderers.

(a) Self-Declarationo f 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*]

Datesigned_____dayof_____,_____

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 isfurtherreminded that it is an offence to give false information on this Form.

**(a) Tenderer'sdetails**

| | 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<br>2. City<br>3. Location<br>4. Building<br>5. Floor<br>6. Postal Address<br>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<br>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 | | | |

**(iii) 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 | | |

| | Type of Conflict | Disclosure YES OR NO | If YES provide details of the relationship with Tenderer |
|---|---|---|---|
| | 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_____

Titleor Designation_____

_____ _____

*(Signature)* *(Date)*

## 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 tender]* 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:

Icertify, on behalf of_____*[NameofTenderer]*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. Iamthe 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. TheTenderer 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) theTenderer 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. Inparticular, 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 intentiono r 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 pursuan tto 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 toparagraph(5)(b) above;

8. Thetermsofthe 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, whichevercomesfirst, unless otherwise required byl aw 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/Direct or 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 therefore 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 conflictofinteresttotheprocuringentity;

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 setf orth 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 processorthe 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.

---

[1] *For the avoidance of doubt, a party's in eligibility to be awarded a contract shall includee, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.*

[2] *Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, suc has evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copyor electronic format) deemed relevant for th einvestigation/audit, and making copies there of as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.*

**FORM OF TENDER SECURITY-[Option 1–Demand Bank Guarantee]**

**Beneficiary:**_____

**Request forTenders No:**

_____

**Date:**_____

**TENDER GUARANTEE No.:**_____

**Guarantor:** _____

1. We have been informed that_____(here in after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here in after 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 provided 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)]*

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

**FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]**

**TENDER GUARANTEE No.: _____**

1. Whereas …… [*Name of the tenderer]* (hereinafter called "the tenderer") has submitted its tender dated …… [*Date of submission of tender]* for the …… *[Name and/or description of the tender]* (hereinafter called "the Tender") for the execution of_____under Request for Tenders No._____("the ITT").

2. KNOW ALL PEOPLE by these presents that WE …… of …… [**Name of Insurance Company**] having our registered office at …… (hereinafter called "the Guarantor"), are bound unto …….. [*Name of Procuring Entity*] (hereinafter called "the Procuring Entity") in the sum of …… (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

   Sealed with the Common Seal of the said Guarantor this ___day of _____ 20 __.

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

   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 thereto provided by the Principal; or

   b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided 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 Procuring Entity's Tendering document.

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

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)twenty-eight 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.

| | |
|---|---|
| _____ | _____ |
| *[Date ]* | *[Signature of the Guarantor]* |
| _____ | _____ |
| *[Witness]* | *[Seal]* |

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

**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 Iam /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 orstamp

## Appendix toTender

**Schedule of Currency requirements**

Summary of currencies of theTender 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 REQUIREMENTS

## SECTION V - BILLS OF QUANTITIES

### A. Notes and Sample Items for Preparing a Bill of Quantities

1. These Notes for Preparing a Bill of Quantities are intended only as information for the Procuring Entity or the person drafting the Tender Documents. Priced Bills of Quantities shall be part and parcel of the Contract Documents.

2. The objectives and purpose of the Bills of Quantities are to provide sufficient information on the specifications, descriptions and quantities of Works to be performed to enable tenders to be prepared efficiently and accurately and when a contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed. Inorder to attain these objectives, Works should be itemized in the Bill of Quantities insufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried outin different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and clear as possible.

3. The Bills of Quantities should be divided generally into the following sections:

   a) Preambles
   b) Preliminary items
   c) Work Items
   c) Daywork Schedule; and
   d) Provisionalitems
   e) Summary.

### 4. NOTES TO PREPARING PREAMBLES

4.1 The Preambles should include only those items that constitute the cost of the works but would not be priced separately as they are expected to be included in the unit prices. Care should be taken to ensure that these items are not are petition of the conditions of contract. The Preambles should indicate the inclusiveness of the unit prices and should state the methods of measurement that have been adopted in the preparation of the Bill of Quantities, that are to be used for the measurement of any part of the Works. The units of measurement and abbreviations should be defined and any mandatory national units defined and described. The methods of and procedure for re- measurement should be described in the Preambles.

4.2 Units of Measurement - The following units of measurement and abbreviations shall be used, unless other national units are mandatory in Kenya.

| Unit | Abbreviation | Unit | Abbreviation |
|---|---|---|---|
| cubic meter | $m^3$ *or* cu m | millimetre | mm |
| hectare | ha | month | mon |
| hour | h | number | nr |
| kilogram | kg | square meter | $m^2$ *or* sq m |
| lump sum | ls | square millimeter | $mm^2$ *or* sq mm |
| meter | m | week | wk |
| metric ton | t | | |

4.3 The Bills of Quantities shall be read in conjunction with the Instructions to Tenders, General and Special Conditions of Contract, Technical Specifications, and Drawings.

4.4 The quantities given in the Bills of Quantities are estimated and partly provisional and are given to provide a common basis for tendering. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Architect and valued at the rates and prices tender in the priced

Bills of Quantities, where applicable, and otherwise at such rates and prices as the Architect may fix within the terms of the Contract.

4.5. The rates and prices tender in the priced Bills of Quantities shall, except in so far as it is otherwise provided under the Contract, include all Constructional Plant, labor, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.

4.6. Arateorprice shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.

4.7. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bills of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the ratesand prices entered for the related Items of Work.

4.8. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bills of Quantities. References to the relevant sections of the Contract documents shall be made before entering prices agains teach item in the priced Bills of Quantities.

4.9 Provisional Sums and contingency sums included and so designated in the Bills of Quantities shall be expended in whole or in part at the direction and discretion of the Architect in accordance with Sub-Clause13.5 and Clause 13.6 of the General Conditions of contract.

4.10 In preparing the Bills of Quantities, notes should be removed as they are intended to guide the person preparing the Tender Documents. The Contractor must allow in his rates for any costs associated with and complying with the requirements in the Preambles.

4.11 Should a tenderer/contractor not price any item in any section of the Bills of Quantities including Preliminary items, it will be assumed that he/she has spread its cost in other areas that he/she will have priced. Therefore, the itemor items will be executed without any additional costs or without being treated like variations.

## 5. NOTES ON PREPARING BILLS OF QUANTITIES

5.1 The Preliminary Items should be limited to tangible items that should be priced by the tenderer, are identifiable and can be priced separately and included in the interim valuations precisely. Such items may include such items as site office, notice boards, and other temporary works, otherwise items such as security for the Works which are primarily part of the Contractor's obligations should be included in the Contractor's rates.

5.2 The work items in the Bills of Quantities should be grouped into sections to distinguish between those parts of the Works which by nature, location, access, timing, or any other special characteristics may give rise to different methods of construction, or phasing of the Works, or considerations of cost. Such groups could be ground excavations, structures, external works, services, etc. General items common to all parts of the Works may be grouped as a separate section in the Bill of Quantities.

5.3 Quantities should be computed net from the Drawings, unless directed otherwise in the Contract, and no allowance should be made for bulking, shrinkage or waste. Quantities should be rounded up where appropriate.

5.4 Where the measured items a redeemed not to be exact because of the likelihood that the scope can change during the execution of the works, such items could be subject to re-measurement, the word **"provisional"** should be used to identify such cases. Where whole sections of the work items fall in this class, for example foundations, they should be labelled "Provisional Quantities" or "Provisional Items" so that the Tenderer/Contractor is advised up front that such items are subject to re-measurement to done before such work is cover-up.

5.5 All items that have not been measured and therefore not subject tot enders pricing should be listed in the Bills of Quantities as **Provisional Sums** for particular item or class of Work, which may be subject to a nominated subcontract or separate measurements at a later date during the execution of the works. For example, if it is deemed not possible to measure electrical works before going to tender because detail designs are not ready, a provisional sum can be allowed in the Bills of Quantities for "Installation of Electrical Works" to be executed later when actual design details are completed. To the extent not covered above, there should be in the Bills of Quantities a general provision for physical and financial contingencies made as a "Provisional Sum for

Contingencies" and "Provisional Sum for Fluctuations". The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises.

5.6 Provisional sums to cover specialized works normally carried out by Nominated Sub Contractors should be avoided and instead Bills of Quantities of the specialized Works should be included as a section of the main Bills of Quantities to be priced by the Main Contractor. The Main Contractor should be required to indicate the name(s) of the specialized firms he proposes to engage to carry out the specialized Works as his approved domestic sub-contractors. Only provisional sums to cover specialized Works by statutory authorities should be included in the Bills of Quantities.

5.7 A Daywork Schedule should be included if the probability of unforeseen work, outside the items included in the Bill of Quantities, is relatively high. To facilitate checking by the Procuring Entity of the realism of rates quoted by the tenderers, the Daywork Schedule should normally comprise:

i) A list of the various classes of labor, and materials for which basic.

ii) Daywork rates and prices for various categories of labor are to be inserted by the tenderer, together with a statement of the conditions under which the Contractor will be paid for Work executed on a Daywork basis.

iii) A percent a get o be entered by the tenderer agains teach basic Day work item.

iv) Subtotal amount for labor, materials and plant representing the Contractor's profit, overheads, supervision and other charges.

5.8 The Summary should contain a tabulation of the separate parts of the Bills of Quantities carried forward, with provisional sums for Daywork, Provisional sums and Contingencies, and provision for Total Costing. The last line should allow for tenderer to indicate any discounts before arriving at a total cost carried forward to the Form of Tender.

## BILLS OF QUANTITIES

### (a) Preambles

1. The method of measurement of completed work for payment shall be in accordance with *[insert the name of a standard reference guide, or full details of the methods to be used]*.

2. The Site is situated in (*provide full description where the site is situated, coordinates from the nearest known landmark like a town and its size*)_____It is approximately_____Kilometers from Nairobi. Access to the site shall be through_____,

   Which is an existing public road. Any damage caused to the surfaces of this road shall be made good at the Contractor's expense. The Contractor shall visit the site and acquaint itself with its nature and position, the nature of the ground, substrata and other local conditions, positions of existing power, water and other services, access roads or any other limitations that might affect his cost or progress. No claim for extras shall be considered on account of lack of knowledge in this respect.

3. The Contractor shall obtain the Architect's approval on the siting of all temporary buildings, spoil heaps, temporary access path, and storage of materials. The Contractor shall also obtain the Architect approval and direction regarding the use of any materials found on the Site.

4. The drawings used in the preparation of these Bills of Quantities can be inspected at the offices of the Procuring Entityor Procuring Entity's Representative during normal working hours. Two sets of the Working Drawings shall be provided to the contractor but additional copies shall be provided at a cost to be determined by the Engineer.

5. The Contractor shall allow for the payment of all bank charges in connection with the procurement of Bank Guarantees and stamp charges in connection with this contract Agreement.

6. The Contractor shall carry out the various sections of the Works in such an order as the Architect May direct. The Procuring Entity reserves the right to occupy the Works by sections on completion provided that such occupation is considered to be both practical and reasonable and will not interfere with the Works. The Contractor shall allow any costs associated with such occupation.
7. The main Contractor will be fully responsible for paying his Sub-Contractor but the Procuring Entity reserves the right in very exceptional circumstances to make such payments direct in the interests of the project where the completion thereof might be jeopardized by any dispute or vicariousness between the Contractor and the Sub- Contractor involve.
8. The Contractor shall complete and deliver the Works in the period inserted in the Form of Tender as his time for completion of the Works from the date for Possession, to be agreed with the Engineer. The Contract Period is presumed to have been calculated making due allowance for seasonal inclement weather conditions. Noclaimfor extension of time due to the normal in clement weather for this area shall be entertained.

9. The Contractor shall, upon receiving instructions to proceed with the Works, draw up a Programme and Progress Chart setting out the order in which the Works are to be carried out, with the appropriate dates there of. This Chart shall be agreed with the Architect and no deviation from the order set out in it will be permitted without the written consent of the Engineer. The Contractor will be responsible for arranging the above programme with all his sub-Contractors and Specialties. The Contractor shall allow in his rates for carrying out this exercise, and for updating it as required.

10. The Contractor shall submit to the Architect on the first day of each week or such longer period as the Architect from time to time direct, a Progress Report and any information for the proceeding period, showing the progress during the period and the up-to-date cumulative progresson all important items of each section or portion of the Works.

11. The Contractor shall arrange for photographs of the Site to be taken by a professional photographer approved by the Engineer.The Photographs shall provide a record of the Site and adjacent are as prior to the commencement of the Works and shall cover such portion of the works in progress and completion as the Architect shall direct. All prints shall be full plate size, unmounted, and marked on the reverse side with the date of exposure, identification reference and brief description. The copyright of all photographs shall be vested in the Procuring Entity. The negatives and four prints from each negative shall be delivered to the Architect within two weeks of exposure.

12. Figured dimensions are to be followed in preference to dimensions scaled from the Drawings, but whenever possible dimensions are to be taken on the Site or from the buildings. Before any work is commenced by Sub-Contractors or Specialist Firms, dimensions must be checked on the site comparable dimensions shown on the drawings. The Contractor shall be responsible for the accuracy of such dimensions.

13. Prior to commencement of any work the Contractor is to ascertain from the relevant Authorities the exact position, depth and level of all existing electric cables, waterpipes or other services in the are aand he shall make whatever provisions may be required by the Authorities concerned for the support and protection of such services. Any damage or disturbance caused to any services shall be reported immediately to the Architect and the relevant Authority and shall be made good to their satisfaction at the Contractor's expense. Where appropriate the Contractor shall open up the ground in advance of the main work by hand digging if necessary, to locate precisely the position and details of the services which are likely to affect his operations.

14. The Contractor shall include in his prices for the transport of materials, workmen, etc./, to and from the site of the proposed works, at such hours and by such route as are permitted by the Authorities.

15. The Contractor will be required to make good, at his own expense and damage he may cause to the present road surface and pavements within or beyond the boundary of the Site, during the period of the works. All existing paths, storm water channels, etc., that may be destroyed or damaged during the progress of the Works shall be reinstated by the Contractor to the satisfaction of the Engineer.

16. The Contractor is to allow for complying with all instructions and regulations of the Police Authorities.

17. All water shall be fresh, clean and pure, free from earthly, vegetable or organic matter, acid or alkaline substance in solution. The Contractor shall provide at his own risk and cost all water for use in connection with the Works, (including works of sub–contractors). If need be, he shall make arrangements with the Local Water Authority for the installation of a separate meter for all water used by him throughout the Contract and pay all cost and fees in connection therewith. He shall also provide temporary storage tanks and tubing, etc., as may be necessary, and clear away at completion.

18. The Contractor shall provide all artificial lighting and power for his own use on the Works, (including Sub – Contractor's) including all temporary connections, wiring, fittings, etc., and clearing away on completion. The Contractor shall pay all fees and obtain all permits in connection there with.

19. The Contractor shall constantly keep on the Works a Literate English-speaking Agent or Representative, competent and experienced in the kind of work involved, who shall giveh is whole time to the superintendence of the works. (Including works of sub – contractors). Such Agent or Representative shall receive on behalf of the Contractordirections and instruction from the Engineer, and such directions and instructions shall be deemed to be given to the contractor in accordance with the Conditions of Contract. The Agent shall not be replaced without the specific approval of the Engineer.

20. The Contractor shall ensure that the safety of his work people and all authorized visitors to the site are protected at all times. In particular, there shall be the proper provision of guard–rails to scaffolding, protection against falling materials, tools on site, dust, nail and other sharp objects. The site shall be kept tidy and clear of dangerous rubbish. The Architect shall be empowered to suspend work on site should it be considered this condition is not being observed and no claim arising from such suspension will be allowed.

21. The are as available to the Contractor for workyards, offices and other facilities shall be directed by the Architect and any existing features to remain shall be protected from damage throughout the Contract Period and handed back in good condition when they are vacated at the end of the Contract. If additional areas are required, the contractorshallsourcethenatowncost.

22. The Contractor shall give the Architect reasonable notice of the intention to set out or take levels for any part of the Works so that arrangements may be made for checking the work. The accuracy of setting out and leveling shall be within the tolerances specified in the Specifications or on the Drawings. The checking of setting out or leveling by the Architect shall not relieve the Contractor of his duties or responsibilities under the Contract.

23. The Contractor must take steps necessary to safe guard and shall beheld fully responsible for any damage caused to existingand adjacent property, including buildings that are not a subject of demolition. He shall make good at his own cost damage to persons and property caused there on, and he shall indemnify the Procuring Entity against any loss or claim that may arise.

24. The Contractor shall take such steps and exercise such care and diligence as to minimize nuisance arising from dust, noise or any other cause to the occupiers of the existing and adjacent property. He must provide such temporary and special screens and tarpaulins or gummy bags, hoarding, barriers, warning signs etc. as he considers necessary and sufficient for the protection of the existing and adjacent property and or prevention of nuisance etc. as directed by Engineer.

25. The Contractors attention is drawn to the standards levy order which was amended on 15th October 1998.Legal notice No.154 of 1998. The Contractor is required to pay a monthly level of 0.2% of his factory price of construction works with effect from January 1999. Tenderer shall allow for this in the build-upo f his rates.

26. The Contractor shall provide temporary sheds, offices meshrooms, sanitary, accommodation and other temporary buildings for the use of the contractor and sub-contractors, including lighting furniture equipment and attendance.

27. Contractor shall provide/build labor camp sat areas to be agreed with the Engineer. Labor camps shall be complete with sanitary accommodation and fencing gates.

28. The Contractor must provide the necessary toilet facilities to the requirement and satisfaction of the Health Authorities and maintain the same in a thoroughly clean and sanitary condition and pay all conservancy fees during the period of the Works and remove when no longer required.

29. The Contractor shall provide at his own risk and cost all watching and lighting as necessary to safeguard the Works, Plant and materials against damage and theft.

30. The Contractor shall provide all necessary hoists, tackle, plant, equipment, vehicles, tools and appliances of every description for the due and satisfactory completion of the Works and shall remove the same on completion. All such plant, tools and equipment shall comply with all regulations in force throughout the period of the Contract and shall be altered or adopted during the Contract period as may be necessary to comply with any amendments in or additions to such regulations.

31. Provide, erect and maintain all necessary scaffolding, sufficiently strong and efficient for the due performance of the works, including Sub-Contract Works, provide special scaffolding as required by Sub-Contractors, alter and adopt all scaffolding as and when required during the Works, and remove on completion. No scaffolding is measured here in after and the Contractor must allow in his rates for this.

32. The Contractor shall take all necessary precautions such as temporary fencing, hoarding fans, planked footways, guard–rails gantries screen, etc., for the safe custody of the Works, materials and public protection and adjacent properties.

33. Cover up all and protect from damage, including damage from in clement weather, all finished work and unfixed materials, including that of Sub-Contractors, etc., to the satisfaction of the Architect until the completion of the Contract.

34. The Contractor shall, after completion of the works, at his own expense, remove and clear away all surplus excavated demolition materials, plant, rubbish and unused materials and shall leave the whole of the Site and Works in a clean and tidy state to the satisfaction of the Engineer, sheds, camps, etc. Particular care shall be taken to leave clean all floors and windows and tore move all paint and cement all rubbish and dirt as it accumulates. The Contractor is to find his own dump and shall pay all charges in connection there with.

35. Concrete test cubes shall be prepared in a set of three, as described including testing fees, labor and materials, making molds, transport, handling, etc. Allow in your rates for making at least four cubes on each occasion, from different batches; the concrete being taken from the point of deposit.

36. The Contractors hall furnish at the earliest possible opportunity before work commences, and at his own cost, any samples of materials and workmanship that may be called for by the Architect for the approval or rejection, and any further samples in the case of rejection, until such samples are approved by the Engineer. Such samples, when approved, shall be the minimum standard for the work to which they apply. The procedure f or submitting samples of materials for testing or approval and the method of marking for identification shall be as laid down by the Engineer.The Contractor shall allow in his Tender for such samples and tests, including those in connection with his Sub-Contractors work.

37. The Contractors attention is drawn to the Finance Bill of the year 2000/2001 on withholding tax on contractual payment section 35(7)(i)(ii) which became effective on 1st July 2000. A 3% withholding tax will be applicable

to all in terim payments exceeding Kshs…….....……. for work done in respect of building or civil works. The contractor shall allow for any costs arising resulting there from in the build-up of rates.

38. Blasting will only be allowed with the express permission of the Architect in writing. All blasting operations shall be carried out at the Contractor's sole risk and cost, in accordance with any Government regulations in force for the time being, and any special regulations laid down by the Architect governing the use and storage of explosives.

39. The National Construction Authority is a state corporation established under the national construction authority Act No.14 of 2011. The broad Mandate of the Authority is to over see the construction industry and coordinate its development. The National Construction Authority Regulations 2014 with an effective date of 6th June 2014, regulation 25, - Allow 0.5% of the tender sum/contract sum for construction levy.

40. The Contractor attention is drawn to Finance Bill of 1993 where VAT was introduced in all contracts for construction services. The tenderer is also drawn to VAT Act Cap 476 clause 19(9). The tenderer must allow for VAT 1.19 as instructed else where.

41. The contractor shall allow and pay for all insurance to cover risks and indemnities required Items 17 and 18 of the Conditions of contract and also specified in the Special Conditions of Contract.

# PARTICULAR PRELIMINARIES

| Item No. | Description | Unit | QTY | Rate | AMOUNT (KSH) |
|---|---|---|---|---|---|
| | **BILL NO.1 PARTICULAR PRELIMINARIES**<br>**PRICING OF ITEMS OF PRELIMINARIES AND PREAMBLES** | | | | |
| A | **Prices will be inserted against items of Preliminaries in the Contractor's priced Bills of Quantities and Specification.**<br>The Contractor shall be deemed to have included in his prices or rates for the various items in the Bills of Quantities or Specification for all costs involved in complying with all the requirements for the proper execution of the whole of the works in the Contract. | | | | |
| B | **ABBREVIATIONS**<br>Throughout these Bills, units of measurement and terms are abbreviated and shall be interpreted as follows:-<br>C.M. Shall mean cubic metre<br>S.M. Shall mean square metre<br>L.M. Shall mean linear metre MM Shall mean Millimetre Kg. Shall mean Kilogramme No. Shall mean Number<br>NO. Shall mean Numbers<br>B.S. Shall mean the British Standard Specification Published by the British<br>Ditto Shall mean the whole of the preceding description except as qualified in the description in which it occurs.<br>m/s Shall mean measured separately.<br>a.b.d Shall mean as before described. Km Shall mean Kilometre | | | | |
| C | **EXCEPTION TO THE STANDARD METHOD OF MEASUREMENT**<br>**Attendance** ; Clause B19(a) of the Standard Method of Measurement is deleted and the following clause is substituted:- | | | | |
| D | **Fix Only:-**<br>"Fix Only" shall mean take delivery at nearest railway station (Unless otherwise stated), pay all demurrage charges, load and transport to site where necessary, unload, store, unpack, assemble as necessary, distribute to position, hoist and fix only.<br>**Total carried forward to collection**<br>PP/1 | | | | |
| | **Sub-Total to Collection** | | | **KSH** | |

| Item | Description | Unit | | Rate | Kshs. |
|---|---|---|---|---|---|
| A | **EMPLOYER.**<br>**The "Employer" is MINISTRY OF HEALTH SERVICES AND SANITATION**<br>The term "Employer" and "Government" wherever used in the contract document shall be synonymous. | | | | |
| B | **PROJECT MANAGER**<br>The term "Project Manager'' wherever used in these Bills of Quantities shall be THE CHIEF OFFICER,MINISTRY OF INFRASTRUCTURE,TRANSPORT AND PUBLIC WORKS,P.O BOX 11-30500,<br>LODWAR or such person or persons as may be duly authorized to represent him on behalf of the Government. | | | | |
| C | **ARCHITECT**<br>The term "Architect" shall be deemed to mean "The Project Manager." as defined above whose address unless otherwise notified is MINISTRY OF INFRASTRUCTURE,TRANSPORT AND PUBLIC WORKS, P.O BOX 11-30500, LODWAR | | | | |
| D | **QUANTITY SURVEYOR**<br>The term "Quantity Surveyor" shall be deemed to mean "The Project Manager." as defined above whose address unless otherwise notified is MINISTRY OF INFRASTRUCTURE,TRANSPORT AND PUBLIC WORKS, P.O BOX 11-30500, LODWAR | | | | |
| E | **ELECTRICAL ENGINEER**<br>The term "Electrical Engineer" shall be deemed to mean "The Project Manager." as defined above whose address unless otherwise notified is MINISTRY OF INFRASTRUCTURE,TRANSPORT AND PUBLIC WORKS, P.O BOX 11-30500, LODWAR | | | | |
| F | **MECHANICAL ENGINEER**<br>The term "Mechanical Engineer" shall be deemed to mean "The Project Manager." as defined above whose address unless otherwise notified is MINISTRY OF INFRASTRUCTURE,TRANSPORT AND PUBLIC WORKS, P.O BOX 11-30500, LODWAR | | | | |
| G | **STRUCTURAL ENGINEER**<br>The term "Structural Engineer" shall be deemed to mean "The Project Manager." as defined above whose address unless otherwise notified isMINISTRY OF INFRASTRUCTURE,TRANSPORT AND PUBLIC WORKS, P.O BOX 11-30500, LODWAR | | | | |
| H | **FORM OF CONTRACT**<br>The Form of Contract shall be as stipulated in the World Bank Standard Bidding Document for Procurement of Small Works. | | | | |
| | **Total carried forward to collection** | | | | |
| | **PP/2** | | | | |

| ITEM | DESCRIPTION | UNIT | QTY | RATE | AMOUNT (KSHS) |
|---|---|---|---|---|---|
| A | **PERFORMANCE BOND.**<br>The Contractor shall find and submit on the Form of Bid an approved Bank and who will be willing to be bound the by Mercycorps in and amount equal to Ten per cent (10%) of the Contract amount for the due performances of the Contract up to the date of completion as certified by the PROJECT MANAGER and who will when and if called upon, sign a Bond to that effect on the relevant standard form included herein. (without the addition of any limitations) on the same day as the Contract Agreement is signed, by the Government, the Contractor shall furnish within seven days another Surety to the approval of the Government.<br>**DESCRIPTION OF THE WORKS**<br>The works to be carried out under this contract involve; Construction of new MODERN MATERNITY AT KAKWANYANG DISPENSARY , LODWAR TOWNSHIP ward. | | | | |
| B | **MEASUREMENTS**<br>In the event of any discrepancies arising between the Bills of Quantities and the actual works, the site measurements shall generally take precedence. However, such discrepancies between any contract documents shall immediately be referred to the PROJECT MANAGER. The discrepancies shall then be treated as a variation and be dealt with in accordance with Clause 43 of the said Conditions. | | | | |
| C | **LOCATION OF SITE**<br>The site is located at **KAKWANYANG VILLAGE IN LODWAR TOWNSHIP WARD, TURKANA COUNTY**<br>The Contractor is advised to visit the site, to familiarize with its nature as<br>no claims arising from the Contractor's failure to do so will be entertained. | | | | |
| D | **DESCRIPTION OF THE WORKS**<br>The works to be carried out under this contract involve; Construction of new MODERN MATERNITY AT KAKWANYANG DISPENSARY at, LODWAR TOWNSHIP ward.. | | | | |
| E | **MEASUREMENTS**<br>In the event of any discrepancies arising between the Bills of Quantities and the actual works, the site measurements shall generally take precedence. However, such discrepancies between any contract documents shall immediately be referred to the PROJECT MANAGER. The discrepancies shall then be treated as a variation and be dealt with in accordance with Clause 43 of the said Conditions. | | | | |

| | | | | | |
|---|---|---|---|---|---|
| | PP/3 | | | | |
| | **Total carried forward to collection** | | | KSH | |
| ITEM | DESCRIPTION | UNIT | QTY | RATE | AMOUNT (KSHS) |
| | **LOCATION OF SITE** | | | | |
| A | The site is located at **KAKWANYANG IN LODWAR WARD, TURKANA COUNTY**<br>The Contractor is advised to visit the site, to familiarize with its nature as no claims arising from the Contractor's failure to do so will be entertained. | | | | |
| B | **CLEARING AWAY**<br>The Contractor shall remove all temporary works, rubbish, debris and surplus materials from the site as they accumulate and upon completion of the works, remove and clear away all plant, equipment, rubbish, unused materials and stains and leave in a clean and tidy state to the reasonable satisfaction of the Project Manager. The whole of the works shall be delivered up clean, complete and in perfect condition in every respect to the satisfaction of the Project Manager. | | | | |
| C | **CLAIMS**<br>It shall be a condition of this contract that upon it becoming reasonably apparent to the Contractor that he has incurred losses and/or expenses due to any of the contract conditions, or by any other reason whatsoever, he shall present such claim or intent to claim notice to the PROJECT MANAGER within the contract period. No claims shall be entertained upon the expiry of the said contract period. | | | | |
| D | **PAYMENTS**<br>As specified in Particular conditions of contract | | | | |
| E | **PREVENTION OF ACCIDENT, DAMAGE OR LOSS**<br>The Contractor is notified that these works are to be carried out on a restricted site where the client is going on with other normal activities. The Contractor is instructed to take reasonable care in the execution of the works as to prevent accidents, damage or loss and disruption of normal activities being carried out by the Client. The Contractor shall allow in his rates any expense he deems necessary by taking such care within the site. | | | | |
| F | **BID SECURITY**<br>5% of bid amount in kenya shillings. | | | | |
| G | **WORKING CONDITIONS**<br>The Contractor shall allow in his bid for any interference that he may encounter in the course of execution of the works for the Client may in some cases ask the Contractor not to proceed with the works until some activities within the site are completed, as the facility will be operating as usual during the course of the contract. | | | | |

| | | | | | |
|---|---|---|---|---|---|
| | PP/4 | | | | |
| | **Total brought to summary** | | | **KSH** | |
| ITEM | DESCRIPTION | UNIT | QTY | RATE | AMOUNT (KSHS) |
| A | **LABOUR CAMPS**<br>The Contractor shall NOT be allowed to house labour on site. Allow for transporting workers to and from the site during the tenure of the contract. | | | | |
| B | **MATERIALS FROM DEMOLITIONS**<br>Any materials arising from demolitions and not re-used shall become the property of the Contractor. The Contractor shall therefore allow in his pricing credit for the salvage value of the materials including the cost of transporting them away from site as they accummulate. | | | | |
| C | **SIGNBOARD**<br>Allow for providing, erecting, maintaining throughout the course of the Contract and afterwards clearing away signboard as designed, specified and approved by the Project Manager. | SUM | 1.00 | | |
| D | **PRICING RATES**<br>The tenderer shall include for all costs in executing the whole of the works, including transport, replacing damaged items, fixing, all to comply with the said Conditions of Contract. | | | | |
| E | **URGENCY OF THE WORKS**<br>The Contractor is notified that these "works are urgent" and should be completed within the period stated in these Particular Preliminaries.The Contractor shall allow in this tender for any costs he deems that he/she may incur by having to complete the works within the stipulated contract | | | | |
| F | **PAYMENT FOR MATERIALS ON SITE**<br>All materials for incorporation in the works must be stored on site before payment is effected, unless specifically exempted by the Project Manager. This is to include materials of the Contractor, nominated sub-Contractors and nominated suppliers. | | | | |
| G | **EXISTING SERVICES**<br>Prior to the commencement of any work, the Contractor is to ascertain from the relevant authority the exact position, depth and level of all existing services in the area and he/she shall make whatever provisions which may be required by the authorities concerned for the support, maintenance and protection of such services. | | | | |
| | Total carried forward to collection | | | | |

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|---|---|---|---|---|---|
| | PP/5 | | | KSH | |
| | **Total brought to summary** | | | | |
| ITEM | DESCRIPTION | UNIT | QTY | RATE | AMOUNT (KSHS) |
| | **DELIVERY OF BID** | | | | |
| A | Bids and all documents in connection therewith must be delivered in the addressed envelope which should be properly sealed and deposited at the offices as specified in the letter accompanying these documents or as indicated in the advertisement. Bids will be opened at the time specified in the letter accompanying these Bidding Documents or as indicated in the advertisement notice. Bid delivered/received later than the above time will not be opened. | | | | |
| | **VALUE ADDED TAX** | | | | |
| B | The Contractor's attention is drawn to the Legal Notice in the Finance Act part 3 Section 21(b) operative from 1st September, 1993 and any ammendments thereof which requires payment of VAT on all contracts. | | | | |
| C | The tenderer is advised that in accordance with Government public notice | | | | |
| D | No. 35 & 36 Dated 11th September 2003 operational from 1st October 2003, withholding VAT will be levied against the contract sum by the Employer . The contractor should therefore include VAT in the rates. | | | | |
| | **CURRENT WORKLOAD** | | | | |
| D | It will be a condition of this tender that every tenderer declares his/her Litigation history, and provides a list of his/her ongoing projects indicating the contract sum/tender amount, date of completion, current physical status and the value of the uncompleted works. Where there is no ongoing project, a Nil return must be made. | | | | |
| E | The list which must be submitted at the time of tender opening, shall cover project both with the Government and Public/Private sector bodies, being undertaken by the tenderer or about to commence. | | | | |
| F | Failure to fulfill this condition shall render the tender non-responsive. | | | | |

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|---|---|---|---|---|---|
| | Total carried forward to collection | | | KSH | |
| | PP/8 | | | | |
| ITEM | DESCRIPTION | UNIT | | RATE | AMOUNT (KSHS) |
| | **PARTICULARS OF INSERTIONS TO BE M ADE IN APPENDIX TO CONTRACT AGRE EMENT**<br>**The following are the insertions to be made in the appendix to the Contract Agreement** | | | | |
| A | The following are the insertions to be made in the appendix to the Contract Period of Final Measurement 3 Months From Practical completion<br>**Defects Liability Period**<br>6 Months from Practical completion<br>**Date for Possession** To be agreed with the Project Manager<br>**Date for Completion** 52 Weeks from date of Possession | | | | |
| B | **Liquidated and Ascertained** At the rate of Kshs.. 20,000…per week or part thereof | | | | |
| C | Period of Interim Certificates<br>Monthly | | | | |
| D | Period of Honouring Certificates 30 days Percentage of Certified Value Retained 10%<br>Limit of Retention 10% | | | | |
| | Carried to Collection | | | ksh | |
| | **COLLECTION** | | | | |
| | TOTAL FROM PP/1 | | | | |
| | TOTAL FROM PP/2 | | | | |
| | TOTAL FROM PP/3 | | | | |
| | TOTAL FROM PP/4 | | | | |
| | TOTAL FROM PP/5 | | | | |
| | TOTAL FROM PP/6 | | | | |
| | TOTAL FROM PP/7 | | | | |
| | TOTAL FROM PP/8 | | | | |
| | TOTAL FROM PP/9 from above | | | | |

| | | | | | |
|---|---|---|---|---|---|
| | **Total for particular preliminaries carried to grand summary** | | | **KSH** | |
| | PP/9 | | | | |

# GENERAL PRELIMINARIES

| ITEM | DESCRIPTION | UNIT | QTY | RATE | AMOUN |
|---|---|---|---|---|---|
| | **BILL NO.2 GENERAL PRELIMINARIES** | | | | |
| | **PRICING OF ITEMS OF PRELIMINARIES AND PREAMBLES** | | | | |
| A | Prices will be inserted against items of Preliminaries in the Contractor's priced Bills of Quantities and Specification. | | | | |
| B | The Contractor shall be deemed to have included in his prices or rates for the various items in the Bills of Quantities or Specification for all costs involved in complying with all the requirements for the proper execution of the whole of the works in the Contract. | | | | |
| | **PLANT, TOOLS AND VEHICLES** | | | | |
| C | Allow for providing all scaffolding, plant, tools and vehicles required for the worksexcept in so far as may be stated otherwise herein and except for such items specifically and only required for the use of nominated Sub-Contractors as described herein. No timber used for scaffolding, formwork or temporary works of any kind shall be used afterwards in the permanent work. | | | | |
| | **TRANSPORT.** | | | | |
| D | Allow for transport of workmen, materials, etc., to and from the site at such hours and by such routes as may be permitted by the competent authorities. | | | | |
| | **MATERIALS AND WORKMANSHIP.** | | | | |
| E | All materials and workmanship used in the execution of the work shall be of the best quality and description unless otherwise stated. The Contractor shall order all materialsto be obtained from overseas immediately after the Contract is signed and shall also order materials to be obtained from local sources as early as necessary to ensure that they are onsite when required for use in the works. The Bills of Quantities shall not be used for the purpose of ordering materials. | | | | |
| | **SIGN FOR MATERIALS SUPPLIED.** | | | | |
| F | The Contractor will be required to sign a receipt for all articles and materials supplied by the PROJECT MANAGER at the time of taking deliver thereof, as having received them in good order and condition, and will thereafter be responsible for any loss or damage and for replacements of any such loss or damage with articles and/or materials which will be supplied by the PROJECT MANAGER at the current market prices including Customs Duty and V.A.T., all at the Contractor's own cost and expense, to the satisfaction of the PROJECT | | | | |
| | STORAGE OF MATERIALS | | | | |
| G | The Contractor shall make at his own risk and cost arrangement for storage of | | | | |
| H | materials for incoperation into the works. Nominated Sub-contractors are to be made liable for the cost of any storage accommodation provided specifically for their use. | | | | |
| | Carried to Collection | | | | |
| | **GP/1** | | | | |

| ITEM | DESCRIPTION | UNIT | QTY | RATE | AMOUNT (KSHS) |
|---|---|---|---|---|---|
| A | The Contractor shall furnish at his own cost any samples of materials or workmanship including concrete test cubes required for the works that may be called for by the PROJECT MANAGER for his approval until such samples are approved by the PROJECT MANAGER and the PROJECT MANAGER, may reject any materials or workmanship not in his opinion to be up to approved samples. The PROJECT MANAGER shall arrange for the testing of such materials as he may at his discretion deem desirable, but the testing shall be made at the expense of the Contractor and not at the expense of the PROJECT MANAGER. The Contractor shall pay for the testing in accordance with the current scale of testing charges laid down by the Directorate of Public Works.<br>The procedure for submitting samples of materials for testing and the method of marking for identification shall be as laid down by the PROJECT MANAGER The Contractor shall allow in his tender for such samples and tests except those in connection with nominated sub-contractors' work. | | 1 | | |
| B | **GOVERNMENT ACTS REGARDING WORKPEOPLE ETC.**<br>Allow for complying with all Government Acts, Orders and Regulations in connection with the employment of Labour and other matters related to the execution of the works. In particular the Contractor's attention is drawn to the provisions of the Factory Act 1950 and his tender must include for all costs arising or resulting from compliance with any Act, Order or Regulation relating to Insurances, pensions and holidays for workpeople or so the safety, health and welfare of the workpeople. The Contractor must make himself fully acquainted with current Acts and Regulations,including Police Regulations regarding the movement, housing, security and control of labour, labour camps , passes for transport, etc. It is most important that the Contractor, before tendering, shall obtain from the relevant Authority the fullest information regarding all such regulations and/or restrictions which may affect the information regarding all such regulations and/or restrictions which may affect the organisation of the works, supply and control of labour, etc., and allow accordingly in his tender.<br>No claim in respect of want of knowledge in this connection will be entertained. | | | | |
| B | **SECURITY OF WORKS ETC.**<br>The Contractor shall be entirely responsible for the security of all the works stores,materials, plant, personnel, etc., both his own and sub-contractors' and must provide all necessary watching, lighting and other precautions as necessary to ensure security against theft, loss or damage and the protection of the public. | | | | |
| | **Total carried forward to collection** | | | KSH | |

| ITEM | DESCRIPTION | UNIT | QTY | RATE | AMOUNT (KSHS) |
|---|---|---|---|---|---|
| A | **PUBLIC AND PRIVATE ROADS.**<br>Maintain as required throughout the execution of the works and make good any damage to public or private roads arising from or consequent upon the execution of the works to the satisfaction of the local and other competent authority and the PROJECT MANAGER. | | | | |
| B | **EXISTING PROPERTY.**<br>The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damage arising from the execution of this contract at his own expense to the satisfaction of the PROJECT | | | | |
| C | **VISIT SITE AND EXAMINE DRAWINGS.**<br>The Contractor is recommended to examine the drawings and visit the site the location of which is described in the Particular Preliminaries hereof. He shall be deemed to have acquainted himself therewith as to its nature, position, means of access or any other matter which, may affect his tender. No claim arising from his failure to comply with this recommendation will be considered. | | | | |
| D | **ACCESS TO SITE AND TEMPORARY ROADS.**<br>Means of access to the Site shall be agreed with the PROJECT MANAGER prior to commencement of the work and Contractor must allow for building any necessary temporary access roads for the transport of the materials, plant and workmen as may be required for the complete execution of the works including the provision of temporary culverts, crossings, bridges, or any other means of gaining access to the Site. Upon completion of the works, the Contractor shall remove such temporary access roads; temporary culverts, bridges, etc., and make good and reinstate all works and surfaces disturbed to the satisfaction of the PROJECT MANAGER. | | | | |
| E | **AREA TO BE OCCUPIED BY THE CONTRACTOR**<br>The area of the site which may be occupied by the Contractor for use of storage and for the purpose of erecting workshops, etc., shall be defined on site by the PROJECT MANAGER. | | | | |
| | Total carried forward to collection | | | KSH | |

| ITEM | DESCRIPTION | UNIT | QTY | RATE | AMOUNT (KSHS) |
|---|---|---|---|---|---|
| A | **OFFICE ETC. FOR THE PROJECT MANAGER**<br>The Contractor shall construct a temporary site office of type described and to the satisfaction of the Project Manager. He shall also provide a strong metal trunk complete with strong hasp and staple fastening and two keys. He shall maintain a lock-up type water or bucket closet for the sole use of the PROJECT MANAGER and shall provide services of cleaner and pay all conservancy charges and keep both office and closet in a clean and sanitary condition from commencement to the completion of the works and dismantle and make good disturbed surfaces. The Contractor shall make available on the Site as and when required by the "PROJECT MANAGER" a modern and accurate level together with levelling staff, ranging rods and 50 metre metallic or linen tape. | | | | |
| B | **WATER AND ELECTRICITY SUPPLY FOR THE WORKS**<br>The Contractor shall make arrangements to provide all necessary water, electric light and power required for use in the works. No guarantee is given or implied that sufficient water will be available from mains and the Contractor must make his own arrangements for augmenting this supply at his own cost. Nominated Sub--contractors are to be made liable for the cost of any water or electric current used and for any installation provided especially for their own use. | | | | |
| C | **SANITATION OF THE WORKS**<br>The Sanitation of the works shall be arranged and maintained by the Contractor to the satisfaction of the Government and/or Local Authorities, Labour Department and the PROJECT MANAGER. | | | | |
| D | **SUPERVISION AND WORKING HOURS**<br>The works shall be executed under the direction and to the entire satisfaction in all respects of the PROJECT MANAGER who shall at all times during normal working hours have access to the works and to the yards and workshops of the Contractor and sub-Contractors or other places where work is being prepared for the contract. | | | | |
| E | **PROVISIONAL SUMS.**<br>The term "Provisional Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7(i) of the Standard Method of Measurement.Such sums are net and no addition shall be made to them for profit. | | | | |
| | Total carried forward to collection | | | KSH | |

| ITEM | DESCRIPTION | UNIT | QTY | RATE | AMOUN |
|---|---|---|---|---|---|
| A | PRIME COST (OR P.C.) SUMS.<br>The term "Prime Cost Sum" or "P.C. Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7 (ii) of the Standard Method of Measurement . Persons or firms nominated by the PROJECT MANAGER to execute work or to provide and fix materials or goods are described herein as Nominated Sub-Contractors.Persons or firms so nominated to supply goods or materials are described herein as Nominated Suppliers. | | | | |
| B | **PROGRESS CHART.**<br>The Contractor shall provide within two weeks of Possession of Site and in agreement with the PROJECT MANAGER a Progress Chart for the whole of the works including the works of Nominated Sub-Contractors ; one copy to be handed to the PROJECT MANAGER and a further copy to be retained on Site. Progress to be recorded and chart to be amended as necessary as the work | | | | |
| C | **ADJUSTMENT OF P.C. SUMS.**<br>In the final account all P.C. Sums shall be deducted and the amount properly expended upon the PROJECT MANAGER'S order in respect of each of them added to the Contract sum. The Contractor shall produce to the PROJECT MANAGER such quotations, invoices or bills, properly receipted, as may be necessary to show the actual details of the sums paid by the Contractor. Items of profit upon P.C. Sums shall be adjusted in the final account pro-rata to the amount paid. Items of "attendance" (as previously described) following P.C. Sums shall be adjusted pro-rata to the physical extent of the work executed (not pro-rata to the amount paid) and this shall apply even though the Contractor's priced Bill shows a percentage in the rate column in respect of them. Should the Contractor be permitted to tender and his tender be accepted of any work for which a P.C. Sum is included in these Bill of Quantities profit and attendance will be allowed at the same rate as it would be if the work were executed by a Nominated Sub-Contractor. | | | | |
| | Total carried forward to collection | | | | |

| ITEM | DESCRIPTION | UNIT | QTY | RATE | AMOUNT (KSHS) |
|---|---|---|---|---|---|
| A | **ADJUSTMENT OF PROVISIONAL SUMS.**<br>In the final account all Provisional Sums shall be deducted and the value of the work properly executed in respect of them upon the PROJECT MANAGER's order added to the Contract Sum. Such work shall be valued , but should any part of the work be executed by a Nominated Sub-Contractor, the value of such work or articles for the work to be supplied by a Nominated Supplier, the value of such work or articles shall be treated as a P.C. Sum and profit and attendance comparable to that contained in the priced Bills of Quantities for similar items added. | | | | |
| B | **NOMINATED SUB-CONTRACTORS**<br>When any work is ordered by the PROJECT MANAGER to be executed by nominated sub-contractors, the Contractor shall enter into sub-contracts and shall thereafter be responsible for such sub-contractors in every respect. Unless otherwise described the Contractor is to provide for such Sub-Contractors any or all of the facilities described in these Preliminaries. The Contractor should price for these with the nominated Sub-contract Contractor's work concerned in the<br>**P.C. Sums under the description "add for Attendance".** | | | | |
| C | **DIRECT CONTRACTS**<br>Notwithstanding the foregoing conditions, the Government reserves the right to place a "Direct Contract" for any goods or services required in the works which are covered by a P.C. Sum in the Bills of Quantities and to pay for the same direct. In any such instances, profit relative to the P.C. Sum in the priced Bills of Quantities will be adjusted as described for P.C. Sums is allowed. | | | | |
| D | **ATTENDANCE UPON OTHER TRADESMEN, ETC.**<br>The Contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this Contract every facility for carrying out their work and also for use of his ordinary scaffolding. The Contractor, however, shall not be required to erect any special scaffolding for them. The Contractor shall perform such cutting away for and making good after the work of such tradesmen or persons as may be ordered by the PROJECT MANAGER and the work will be measured and paid for to the extent executed at rates provided in these Bills. | | | | |

| Total carried forward to collection | | | | KSH | |
|---|---|---|---|---|---|
| GP/6 | | | | | |
| ITEM | DESCRIPTION | UNIT | QTY | RATE | AMOUN |
| | **INSURANCE**<br>The Contractor shall insure as required in Conditions No. 30 of the Conditions of Contract. No payment on account of the work executed will be made to the Contractor until he has satisfied the PROJECT MANAGER either by production of an Insurance Policy or and Insurance Certificate that the provision of the foregoing Insurance Clauses have been complied with in all respects. Thereafter the PROJECT MANAGER shall from time to time ascertain that premiums are duly paid up by the Contractor who shall if called upon to do so, produce the receipted premium renewals for the PROJECT MANAGER's inspection.<br>**PROVISIONAL WORK**<br>All work described as "Provisional" in these Bills of Quantities is subject to remeasurement in order to ascertain the actual quantity executed for which payment will be made. All "Provisional" and other work liable to adjustment under this Contract shall left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the PROJECT MANAGER Immediately the work is ready for measuring, the Contractor shall give notice to the PROJECT MANAGER. If the Contractor makes default in these respects he shall if the PROJECT MANAGER so directs uncover the work to enable all measurements to be taken and afterwards reinstate at his own expense.<br>**ALTERATIONS TO BILLS, PRICING, ETC.**<br>Any unauthorised alteration or qualification made to the text of the Bills of Quantities may cause the Tender to be disqualified and will in any case be ignored. The Contractor shall be deemed to have made allowance in his prices generally to cover any items against which no price has been inserted in the priced Bills of Quantities.All items of measured work shall be priced in detail and the Tenders containing Lump Sums to cover trades or groups of work must be broken down to show the price of each item before they will be accepted.<br>**BLASTING OPERATIONS**<br>Blasting will only be allowed with the express permission of the PROJECT MANAGER in writing. All blasting operations shall be carried out at the Contractor's sole risk and cost in accordance with any Government regulations in force for the time being, and any special regulations laid down by the PROJECT MANAGER governing the use and storage of explosives. | | | | |

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| | Total carried forward to collection | | | | |
| | GP/7 | | | | |
| ITEM | DESCRIPTION | UNIT | QTY | RATE | AMOUN |
| A | **MATERIALS ARISING FROM EXCAVATIONS**<br>Materials of any kind obtained from the excavations shall be the property of the Government. Unless the PROJECT MANAGER directs otherwise such materials shall be dealt with as provided in the Contract. Such materials shall only be used in the works, in substitution of materials which the Contractor would otherwise have had to supply with the written permission of the PROJECT MANAGER Should such permission be given, the Contractor shall make due allowance for the value of the materials so used at a price to be agreed. | | | | |
| B | **PROTECTION OF THE WORKS.**<br>Provide protection of the whole of the works contained in the Bills of Quantities,including casing , casing up, covering or such other means as may be necessary to avoid damage to the satisfaction of the PROJECT MANAGER and remove such protection when no longer required and make good any damage which may nevertheless have been done at completion free of cost to the Government. | | | | |
| | **MATERIALS ARISING FROM EXCAVATIONS**<br>Materials of any kind obtained from the excavations shall be the property of the Government. Unless the PROJECT MANAGER directs otherwise such materials shall be dealt with as provided in the Contract. Such materials shall only be used in the works, in substitution of materials which the Contractor would otherwise have had to supply with the written permission of the PROJECT MANAGER Should such permission be given, the Contractor shall make due allowance for the value of the materials so used at a price to be agreed. | | | | |
| | **PROTECTION OF THE WORKS.**<br>Provide protection of the whole of the works contained in the Bills of Quantities,including casing , casing up, covering or such other means as may be necessary to avoid damage to the satisfaction of the PROJECT MANAGER and remove such protection when no longer required and make good any damage which may nevertheless have been done at completion free of cost to the Government. | | | | |
| | **Total carried forward to collection** | | | | |
| | 1 TOTAL FROM PAGE GP/1<br>2 TOTAL FROM PAGE GP/2<br>3 TOTAL FROM PAGE GP/3<br>4 TOTAL FROM PAGE GP/4<br>5 TOTAL FROM PAGE GP/5<br>6 TOTAL FROM PAGE GP/6<br>7 TOTAL FROM PAGE GP/7<br>8. TOTAL FROM PAGE GP/8 | | | | |

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|---|---|---|---|
| **Total for general preliminaries carried to grand summary** | | KSH | |
| GP/8 | | | |

# BILL OF QUANTITIES

# AND

# ARCHITECTURAL DRAWINGS

**BILL OF QUANTITIES FOR PROPOSED CONSTRUCTION OF A MODERN MATERNITY BLOCK**

| Page 1 | DESCRIPTION | UNIT | QTY | RATE | Amount |
|---|---|---|---|---|---|
| - | **ELEMENT No. 1** | - | | | |
| - | **SUBSTRUCTURES** | - | | | |
| - | **Site Clearance and Excavation** | - | | | |
| A. | Clear site of works of grass, shrubs, bush and small trees. Preserve trees on site and burn up arisings | SM | 544 | | |
| | | | | | |
| B. | Excavate oversite; 200mm deep; for making level on sandy soil. Load, transport or spread the arising on site as shall be directed by the Engineer/Client's representative | CM | 90 | | |
| C. | Excavate earth for strip foundation depth starting from stripped level but not exceeding 1.5m deep and compress the bottom surface according to the technical regulations for the activity. (Minimum excavation depth; 1.5metres) | CM | 187 | | |
| D. | Extra over excavations for rocks (All classes) | CM | 5 | | |
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| - | ***Disposals*** | | - | | |
| E. | Return fill and ram selected materials,where the selected materials are not suitable,the contractor will use imported and approved imported materials Selected imported backfill well watered and compacted in layers not exceeding 150mm thick to Engineer's approval | CM | 190 | | |
| F. | Cart away surplus materials arising from excavation as directed on site | CM | 92 | | |
| G. | Allow for keeping all excavations free from spring, sub-terrain or flood water | ITEM | 1 | | |
| H. | Allow for necessary planking and strutting sides of all types of excavations | ITEM | 1 | | |
| | | | | | |
| | **Totals for Page 1 Carried to collection** | | | | |

| Page 2 | DESCRIPTION | UNIT | QTY | RATE | Amount |
|---|---|---|---|---|---|
| | **SUBSTRUCTURES WORKS-CONT'D** | | | | |
| - | **Hardcore backfill** | | | | |
| A. | 300mm thick well-watered and compacted in 150mm thick layers hardcore bed | SM | 323 | | |
| | **Hardcore filling and Insecticide treatment** | | | | |
| B. | 50mm thick Quarry dust on hardcore bed (measured separately) | SM | 323 | | |
| C. | "Premise 200CC" insecticide treatment to surfaces of excavations applied as per manufacturer's instruction. | SM | 323 | | |
| - | **Damp proofing** | - | | | |
| D. | Two layers 1000 gauge polythene sheeting with minimum side end laps of 100mm | SM | 323 | | |
| - | **Mass Concrete class 1:3:6** | - | | | |
| E. | 50mm thick concrete blinding in foundation trenches | SM | 124 | | |
| | | | | | |
| F. | Mass concrete to ramps | CM | 1 | | |
| - | ***Supply and put in place Vibrated Reinforced Concrete class 20(20mm aggregate) in:-*** | - | | | |
| G. | 600x200mm thick Strip footing | CM | 25 | | |
| | | | | | |
| H. | 100mm thick ground floor slab (insitu concrete mix 1:3:6) | SM | 364 | | |
| | **Totals for Page 2 Carried to collection** | | | | |

| Page 3 | DESCRIPTION | UNIT | QTY | RATE | Amount |
|---|---|---|---|---|---|
| - | **Supply and construct formwork to the sides or sofites of concrete surfaces. The formwork shall comprise acceptable timber or steel shutters with and including mould oil,putting in place and striking off, Where the surface of concrete is disturbed by striking off,it shall be repaired at the contractor's cost** | - | | | |
| A. | Formwork to sides of strip foundation | SM | 33 | | |
| B. | Formwork to sides of mass concrete ramps and/or steps | SM | 1 | | |
| C. | Formwork to sides of ground floor slab 100mm thick | LM | 82 | | |
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| - | ***Supply,transport,deliver,cutting,bending and install reinforcement steel bars as stated below:*** | | | | |
| - | ***High tensile hot rolled steel reinforcement bars to B.S. 4461 including bends,hooks,tying wire,distance blocks,chairs and spacers.*** | - | | | |
| D. | 8mm diameter reinforcement, longitudinal bars in concrete footing | Kgs | 1023 | | |
| E. | 10mm diameter reinforcement, ring bars in concrete footing | Kgs | 573 | | |
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| | | | | | |
| - | ***Fabric mesh reinforcement BRC type A142 weighing 2.22kg/m2 with minimum 300mm side and end laps.*** | - | | | |
| F. | Supply,transport and install mesh fabric reinforcement (as described), to floor slab | SM | 323 | | |
| | | | | | |
| | ***Construction of Foundation's Machine dressed stone walling bedded and jointed in 1:4 cement and sand mortar and reinforced with 20 gauge hoop iron wall ties every alternate course.The crushing strength to be 7N/mm2 minimum*** | | | | |
| G. | 200mm thick in foundation walling | SM | 259 | | |
| | | | | | |
| H. | Render to 300mm high plinth wall | SM | 25 | | |
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| | **Totals for Page 3 Carried to collection** | | | | |

| Page 4 | DESCRIPTION | UNIT | QTY | RATE | Amount |
|---|---|---|---|---|---|
| | **SUBSTRUCTURES WORK SUMMARY** | | | | |
| | **Brought forward from Page 1** | | | | |
| | **Brought forward from Page 2** | | | | |
| | **Brought forward from Page 3** | | | | |
| | **Totals for Page 4 Carried to collection** | | | | |

| Page 5 | DESCRIPTION | UNIT | QTY | RATE | Amount |
|---|---|---|---|---|---|
| - | **ELEMENT No. 2** | - | - | - | |
| - | **SUPERSTRUCTURE WALLING & CONCRETE WORKS** | - | - | - | |
| - | ***Supply,transport,deliver selected quality machine dressed stone walling for walling.The wall will be bedded and jointed in 1:4 cement and sand mortar and reinforced with 20 gauge hoop iron every alternate course.The minimum crushing strength to be 7N/mm2*** | - | - | - | |
| - | ***The openings will be deducted where the walls will be filled with other materials other than masonry and/or blockwork*** | - | - | - | |
| A. | 200mm thick wall | SM | 512 | | |
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| | ***Wall vents*** | | | | |
| B. | 150mm x150mm high wall vent cowl pipe fixed to wall | No. | 67 | | |
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| | ***Damp Proof Course*** | | | | |
| C. | Bituminous felt damp proof course beneath superstructure walling | LM | 220 | | |
| | **Totals for Page 5 Carried to collection** | | | | |

| Page 6 | DESCRIPTION | UNIT | QTY | RATE | Amount |
|---|---|---|---|---|---|
| | **CONCRETE WORKS** | | | | |
| | ***Supply and put in place Vibrated Reinforced Concrete class 25(20mm aggregate)in:-*** | | | | |
| A. | Ring beams; 200x300mm high | CM | 10 | | |
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| - | **Formwork** | - | - | - | |
| - | ***The formwork shall comprise acceptable timber or steel shutters with and including mould oil,putting in place and striking off,Where the surface of concrete is disturbed by the striking off,it shall be repaired at the contractor's cost:*** | - | - | - | |
| B. | Sides and soffites of Ring beam | SM | 109 | | |
| | | | | | |
| | **Superstructure Reinforcement Bars** | | | | |
| - | ***Supply,transport,cutting,bending and installing of steel rods:- High tensile, hot rolled reinforcement bars to B.S. 4461 including bends,hooks,tying wire,distance blocks,chairs and spacers*** | - | - | - | |
| C. | 8 mm diameter; ring bars in ring beam | Kgs | 257 | | |
| D. | 10 mm diameter; main bars in ring beam | Kgs | 402 | | |
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| | **Carried to collection** | | | | |
| | **Brought forward from Page 5** | | | | |
| | **Totals for Page 6 Carried to collection** | | | | |

| Page 7 | DESCRIPTION | UNIT | QTY | RATE | Amount |
|---|---|---|---|---|---|
| - | **ELEMENT No. 3** | - | - | - | |
| - | **ROOFING** | - | - | - | |
| - | ***Steel truss; The following in steelwork truss to an approximate height of 880mm above the Base/wall plate level. The contractor to allow in his rates for proper fabrication/bolting in joints and connections including scarfed joints connections and hoop iron as may be deemed necessary*** | - | - | - | |
| A. | 50x50x2mm thick SHS, internal cord, (main vertical cord/ kingpost); weighing 3.14kg/lm | Kgs | 72 | | |
| B. | 108x70x2mm thick RHS, Top cord, (Z-Purlins); weighing 5.59kg/lm | Kgs | 1017 | | |
| C. | 50x50x2mm thick SHS, Top cord, (Rafters); weighing 3.14kg/lm | Kgs | 634 | | |
| D. | 50x50x2mm thick SHS, Bottom cord, (Wall plate); weighing 3.14kg/lm, including forming holes and fitting 12mm diameter x 300mm long HD Bolts with sleeves cast into concrete and welded to truss | Kgs | 531 | | |
| E. | 50x50x2mm thick SHS, internal intermediate cord; weighing 3.14kg/lm | Kgs | 823 | | |
| F. | 50x50x2mm thick SHS, Base plate (Tie beam); weighing 3.14kg/lm | Kgs | 192 | | |
| - | **ROOF COVERING** | - | - | - | |
| G. | IT5 30g roofing sheets sloping at 15 degrees with and including necessary fixings installed as directed by the Engineer | SM | 306 | | |
| | | | | | |
| | | | | | |
| | **M.s Plate** | | | | |
| H. | 200mm wide; 4mm thick Ms. Plate | Kgs | 411 | | |
| I. | Gloss paint to surface of M.s plate | SM | 82 | | |
| | **Bolt and nuts** | | | | |
| J. | Supply and install J Bolts, spaced at 300mm c/c; not less than 178mm long complete with their closing nuts and rainwater proofing rubber cap. The rate herein shall include for fixing and boring holes through purlins, to allow for easy bolt and nuts installation | No. | 606 | | |
| | **RAINWATER GOODS** | | | | |
| K. | Supply, transport, deliver and fix a 28G G.I Aluzinc box Gutter with its supporting brackets clipped and screwed to wall to mechanical engineers approval | LM | 37 | | |
| L. | Extra-over gutter for stopped ends | No | 4 | | |
| M. | Ditto; Downpipes | No | 4 | | |
| N. | Extra over downpipe for Swan neck | No | 4 | | |
| O. | Ditto; Horse shoe | No | 4 | | |
| | **Totals for Page 7 Carried to collection** | | | | |

| Page 8 | DESCRIPTION | UNIT | QTY | RATE | Amount |
|---|---|---|---|---|---|
| - | **ELEMENT No. 4** | - | - | - | |
| - | **DOORS** | - | - | - | |
| - | ***Supply,transport,deliver and install the following door(s) to Architect's approval:-*** | - | - | - | |
| - | **Doors as highlighted below, comprising 50x50x3mm thick RHS top and bottom vertical members with and including 6mm thick plate welded to RHS and 300mm wide louvres on the top. Door fixing lugs shall be included in the door frame and the rate shall include 75x50x3mm thick RHS framing all round the masonry opening:** | - | - | - | |
| A. | Panelled steel casement Door; 1500 x 2400mm high complete with its ironmongery | No. | 1 | | |
| B. | Solid Flush Timber Doors; 900 x 2400mm high complete with its ironmongery | No. | 17 | | |
| C. | Panelled steel casement Doors; 900 x 2400mm high complete with its ironmongery | No. | 7 | | |
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| | **Painting and Decoration** | | | | |
| | ***Door Frames; The contractor shall apply an undercoat primer and two finishing coats of gloss paint:-*** | | | | |
| D. | Surfaces over 100 but not exceeding 200mm girth | SM | 290 | | |
| | - | | | | |
| | | | | | |
| | ***Door Panels; The contractor shall apply an undercoat primer and two finishing coats of gloss paint:-*** | | | | |
| E. | Gloss paint to general metal surfaces | SM | 111 | | |
| - | - | - | - | - | |
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| | **Totals for Page 8 Carried to collection** | | | | |

| Page 12 | DESCRIPTION | UNIT | QTY | RATE | Amount |
|---|---|---|---|---|---|
| A | **SUMMARY OF ELEMENTS**<br><br>ELEMENT No. 1: SUBSTRUCTURES | | | | |
| B | -<br>ELEMENT No. 2: SUPERSTRUCTURE WALLING & CONCRETE WORKS | | | | |
| C | -<br>ELEMENT No. 3: ROOFING | | | | |
| D | -<br>ELEMENT No. 4: DOORS | | | | |
| | - | | | | |
| | **Subtotals carried forward to Grand Summary Page** | | | | |

| Page 13 | DESCRIPTION<br>P.C. AND PROVISIONAL SUMS | QTY | UNIT | RATE | SHS |
|---|---|---|---|---|---|
| | **PRIME COST AND PROVISIONAL SUMS**<br><br>**The contractor shall include in his tender the following to be deducted in whole or in part as directed by the project manager** | | | | |
| A | Allow a provisional sum of Kenya shillings Four hundred thousand (Kes. 400,000.00) only for Project manager's expenses and documentation | 1 | Item | 400,000.00 | 400,000.00 |
| B | Allow a provisional sum of Kenya shillings Twenty three thousand, five hundred and fourty. (Kes. 23,540.00) only for Contingencies | 1 | Item | 23,540.00 | 23,540.00 |
| | TOTALS FOR PAGE 13 CARRIED TO GRAND SUMMARY | | | | 423,540.00 |

# GRAND SUMMARY

| ITEM | DESCRIPTION | For Official Use only | For Tenderer's use only |
|---|---|---|---|
| **A** | **Bill No. 1 Preliminaries** | | |
| **B** | **Bills No. 2 Measured Works:**<br><br>**MODERN MATERNITY** | | |
| **C** | **P.C and Provissional Sums** | **423,540.00** | |
| **Sub - Total** | | | |
| **TOTAL CARRIED TO FORM OF TENDER: KSHS** | | | |

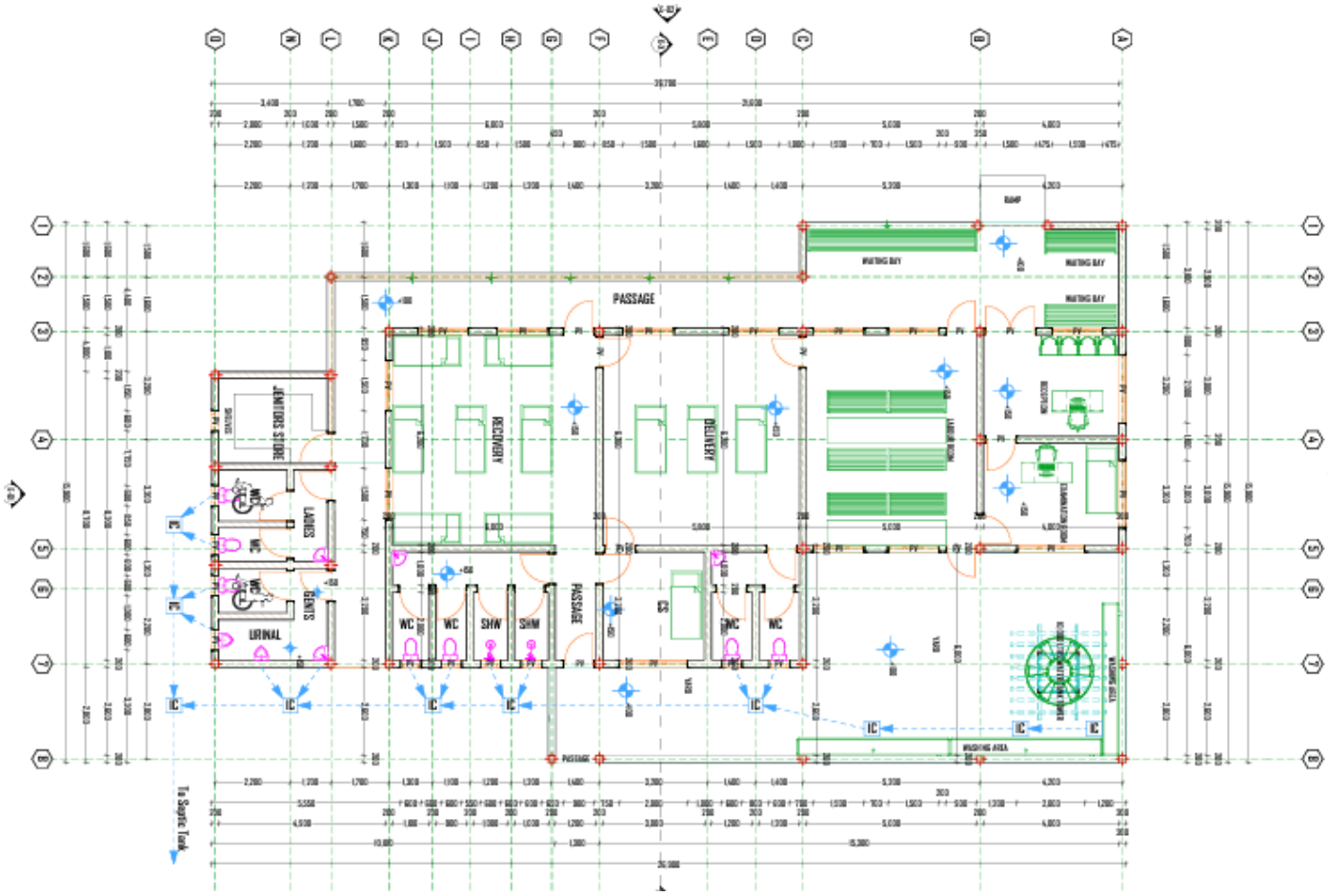
Amount in words:
K.Shillings ….....
….....
Tenderer's Signature ……..
Address …….
…….
Date ……..

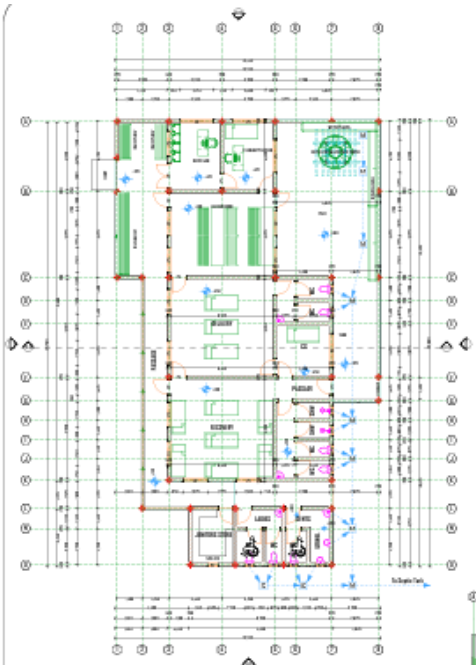
Witness Signature ……..

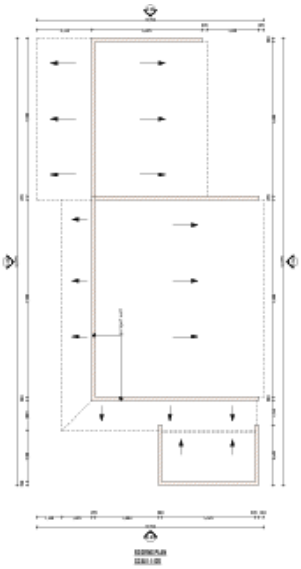
Address …….
…….
Date ……..

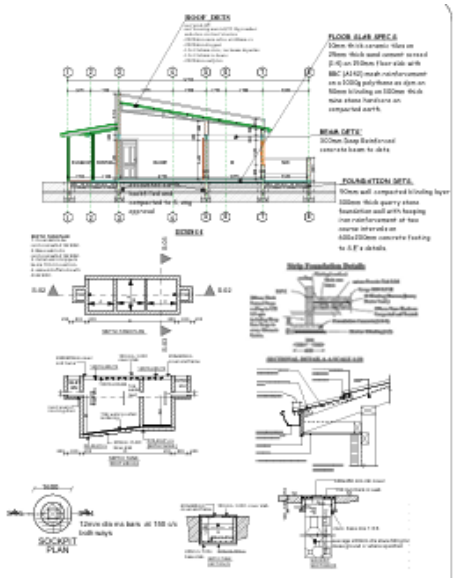
# ARCHITECTURAL DRAWING

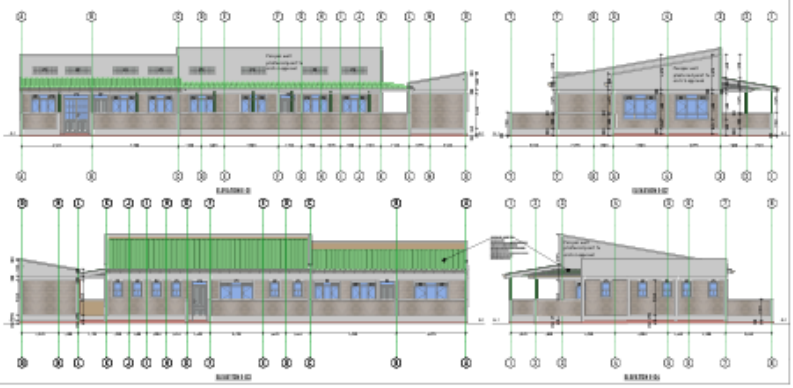
# MODERN MARTERNITY FLOOR PLAN











| TYPE | CAPACITY IN LITRES | NO. OF PERSONS | EMPTY LOADING INTERVAL (YEARS) | DIMENSIONS IN MM | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | A | B | C | D | E | F1 | F2 |
| A | 3000 | 10 | 2 | 500 | 1000 | 1000 | 3000 | 800 | 1200 | 1400 |
| B | 6000 | 20 | 2 | 500 | 1400 | 1200 | 3000 | 1400 | 1500 | 1400 |
| C | 9000 | 30 | 2 | 500 | 1400 | 1200 | 3000 | 1800 | 1500 | 1400 |
| D | 12000 | 40 | 2 | 500 | 1600 | 1400 | 4000 | 2000 | 1500 | 1300 |
| E | 15000 | 50 | 2 | 500 | 1600 | 1400 | 4000 | 2400 | 1500 | 1300 |
| F | 24000 | 100 | 1.5 | 500 | 1600 | 1400 | 4000 | 2400 | 1500 | 1300 |
| G | 40000 | 200 | 1.5 | 500 | 5000 | 2000 | 5000 | 3000 | 2000 | 1500 |
| H | 47000 | 300 | 1.5 | 500 | 7000 | 3000 | 1500 | 4000 | 2300 | 1500 |
| I | 60000 | 400 | 1.5 | 500 | 8000 | 4000 | 1500 | 4000 | 2300 | 1500 |

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## GENERAL NOTES

1. All dimensions to be checked on site and if necessary with the architect.
2. All reinforcement concrete works will be in accordance with the structural drawings.
3. All walls below 200mm to be reinforced with a hoop iron at every two alternate course.
4. DPC to be in the three ply bituminous felt to be provided under all walls.
5. Permanent vents to be provided as shown on the plan.
6. Where drainage is shown under drainage at slabs to be bottomed in 150mm thick concrete screened.
7. All Beams, bolts and strips to be filled with anti-vacuum bags.
8. All plumbing and drainage works to comply with Ditch regulations.
9. All E & WIP to be approved 100mm dia. pvc pipes encased in thickenmesh and concrete screened to be plastered and painted and finished in ceramic tiles.
10. Termite or equally approved anti - termite treatment and 1000g polythene sheeting cover to be provided under all ground floor concrete slab and compacted hardcore to approval.
11. All softwood to be well cured and approved to be painted.
12. Finish level to be a minimum 300mm from proposed parking level or existing ground level.

## RAINWATER DISPOSAL

1. All pitched roof to have 180x190mm 22 gauge GI box gutters and 75mm dia. pvc downpipes in ducts and other appropriate accessories all to be painted. RWDP to dispose at ground level into 380x380x300mm concrete sump and cement gullies to detail.
2. All concrete used in floors, columns and beams to be strictly 1:2:4 mix
Mortars for bonding blocks to be strictly 1:4 mix
All marble and granite tiles to be protected from redsoil marks by totally covering with polythene sheeting and to be finished smooth with machine patch filling all gaps.
3. All ceramic tiles to be protected from soil marks

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| No. | Revision/Issue | Date |
|---|---|---|
| | | |
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| | | |

MINISTRY OF PUBLIC WORKS

PROJECT:

CLIENT:

COUNTY GOVERNMENT OF TURKANA

DRAWING:
WORKING DRAWING

DRAWN BY:
DESIGNED BY:
SCALE: 1:100 1:50
DATE: October 2020
CHECK BY: