



**COUNTY GOVERNMENT OF LAIKIPIA
DEPARTMENT OF ADMINISTRATION,
PUBLIC SERVICE AND ICT**

P.O BOX 131-20321

RUMURUTI

Email: info@laikipia.go.ke

**TENDER FOR PROPOSED CONSTRUCTION OF WARD ADMINISTRATION OFFICES AT KINAMBA,
GITHIGA WARD IN LAIKIPIA COUNTY**

TENDER NUMBER: LCG/C03/ADMIN/2240845/2025/2026

NEGOTIATION NUMBER: 2240845

Tender Issue Date: 15TH MAY, 2026

Tender Closing Date: 22^{N^D} MAY, 2026

Time: 1100Hrs.

MAY, 2026.

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INVITATION TO TENDER

PROCURING ENTITY:

COUNTY GOVERNMENT OF LAIKIPIA

P.O.BOX 131-20321

RUMURUTI

procurement@laikipia.go.ke

CONTRACT NAME AND DESCRIPTION: TENDER NUMBER:

LCC/C03/ADMIN/2240845/2025/2026

TENDER FOR PROPOSED CONSTRUCTION OF WARD ADMINISTRATION OFFICES AT KINAMBA, GITHIGA WARD IN LAIKIPIA COUNTY.

The COUNTY GOVERNMENT OF LAIKIPIA invites submission of tenders for The TENDER FOR PROPOSED CONSTRUCTION OF WARD ADMINISTRATION OFFICES AT KINAMBA, GITHIGA WARD IN LAIKIPIA COUNTY.

1. Tendering will be conducted under open competitive method (National) using a standardized tender document. Tendering is open to all qualified bidder.
2. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours. *0800 to 1700 hours* at the address given below.
**Director supply chain management
County Government of Laikipia,
P.O. Box 131-20321,
Rumuruti, Kenya**
3. A complete set of tender documents may be obtained by interested tenderers free of Charge at the address given above. Tender documents may be obtained electronically from the Websites (www.laikipia.go.ke and/or www.tenders.go.ke). Tender documents obtained electronically will be free of charge.
4. Tender documents may be viewed and downloaded for free from the website www.laikipia.go.ke and/or www.tenders.go.ke. Tenderers who download the tender document must forward their particulars immediately to (procurement@laikipia.go.ke , 0723-871-712 and P.o Box 131-20321 Rumuruti, Kenya) to facilitate any further clarification or addendum.
5. All Tenders must be accompanied by **Tender Security of 113,442** valid for 120 Days.
6. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
7. Completed tenders must be submitted through the **IFMIS NEGOTIATION NUMBER 2240845 and MANUALLY** on or before **22ND MAY, 2026 1100HRS.**
8. BOTH Electronic and MANUAL Tenders **will be** permitted.
9. 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 opened through the IFMIS and Manually.
10. Late tenders will be rejected.
11. *The bidders are notified that 0.03% Capacity Building Levy [The Levy Order 2023] applicable to all contracts pursuant to PPRA Circular No. 01/2024 .[This provides for allocation of 0.03% of the value of signed contracts exclusive of taxes]*

12. The addresses referred to above are:
- A. Address for obtaining further information and for purchasing tender documents COUNTY GOVERNMENT OF LAIKIPIA
P.O.BOX 131-20321
RUMURUTI
info@laikipia.go.ke

Officer to be Contacted.

Ms. Josephine N. Kamau.
Director Supply Chain Management,
Cell: 0723-871-712.
Em Josephine.njoki@laikipia.go

PART 1 - TENDERING PROCEDURES

SECTION I-INSTRUCTIONS TO TENDERERS

A GENERAL PROVISIONS

1. 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**.

2. 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 (where 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 information that would in that respect give such firm any unfair competitive advantage over competing firms.

3. 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 agreement or with the intent to enter into 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 another tenderer; or
- b) Receives or has received any direct or indirect subsidy from another tenderer; or
- c) Has the same legal representative as another tenderer; or
- d) Has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process; or
- 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; or
- f) any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as a consultant for Contract implementation; or
- 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; or
- 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 conflict stemming 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 subcontractor 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. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors 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 a Contract(s) only if it is determined by the Procuring Entity to meet the following conditions, i.e. if it is:

- i) A legal public entity of Government and/or public administration,
- ii) financially autonomous and not receiving any significant subsidies or budget support from any public entity or Government, and
- iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with firms in the private sector on an equal basis.

- 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, or
 - 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 subcontracts 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 “*SECTION III-EVALUATION AND QUALIFICATION CRITERIA, Item 9*”.
- 3.11 Pursuant to the eligibility requirements of ITT4.10, a tender is considered a foreign tenderer, if the tenderer is not registered in Kenya or if the tenderer is registered in Kenya and has less than 51 percent ownership by Kenyan citizens. JVs are considered as foreign tenderers if the individual member firms are not registered in Kenya or if are registered in Kenya and have less than 51 percent ownership by Kenyan citizens. 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 a valid tax compliance or valid tax certificate issued by the Kenya Revenue Authority.

4. *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 ITT3.9. 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. *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.

- 52 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 be at the tenderer's own expense.
- 53 The Tenderer and any of its personnel or agents will be granted permission by the Procuring Entity to enter up on its premises and lands for the purpose of such visit. The Tenderer shall indemnify the Procuring Entity against all 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.
- 54 The tenderer shall provide in the Form of Tender and Qualification Information, a preliminary description of the proposed work method and schedule, including charts, as necessary or required.

B. CONTENTS OF TENDER DOCUMENTS

6. *Sections of Tender Document*

- 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 ITT10.

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

PART3: Conditions of Contract and Contract

Forms Section VIII: General Conditions

(GCC) Section IX: Particular Conditions of

Contract Section X: Contract Forms

- 62 The Invitation to Tender Notice issued by the Procuring Entity is not part of the Contract documents.
- 63 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.
- 64 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document and to furnish with its Tender all information and documentation as is required by the Tender document.

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

- 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** prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its

response to all tenderers who have acquired the Tender D 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.

- 72 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.
- 73 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.
- 74 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.
- 75 The Procuring Entity shall also promptly publish anonymized (*no names*) Minutes of the pre-arranged site visit and those of the pre-tender meeting at the web page identified in **the TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-arranged site visit and those of the pre-tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 8 and not through the minutes of the pre-Tender meeting. Non-attendance at the pre-arranged site visit and the pre-tender meeting will not be a cause for disqualification of a Tenderer.

8. *Amendment of Tender Documents*

- 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 deadline for the submission of Tenders, pursuant to ITT 22.2.

C. PREPARATION OF TENDERS

9. *Cost of Tendering*

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

10. *Language of Tender*

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

Language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

11. *Documents Comprising the Tender*

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 accordance with ITT 20.3;
- 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. *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. *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, 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
- 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 same time.
- 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. *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. 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, in sufficient detail to demonstrate the adequacy of the Tenderer's proposal to meet the work's requirements and the completion time.

17. Documents Establishing the Eligibility and Qualifications of the Tenderer

- 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 ITT33. 1, national 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 contract or 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 there by 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 17.2 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 ownership and control which information 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 tenderer 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 on going, the tenderer will be disqualified from the procurement

process,

- ii) If the contract has been awarded to that tenderer, the contract award will be set aside,
- iii) The tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.

17.10 If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate 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 tenderer.

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

19. *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 ITT19.1, 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; or
- 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**. 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 provided by the Tenderer; or
- b) if the successful Tenderer fails to:
 - i) sign the Contract in accordance with ITT 47; or
 - ii) furnish a Performance Security and if required in the **TDS**, and any other documents required in the **TDS**.

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

19.8 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.

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

20. *Format and Signing of Tender*

20.1 The Tenderer shall prepare the documents comprising the Tender as described in ITT 11 and SUBMIT it through the ifmis negotiation number **2240845**

20.2 Submit through ifmis and Manually

20.3 The Tender document 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. *Sealing and Marking of Tenders*

21.1 The Tenderer shall submit the document through ifmis and Manually.

21.2 Submit through electronically.

22. *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. *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.

24. *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 open electronically through ifmis.

25.2 Submit through ifmis and Manually

25.3 Submission done electronically and Manually

25.4 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).

25.5 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 one was required.
- e) Number of pages of each tender document submitted.

25.6 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 tender opening register shall be issued to a tenderer upon request.

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 Tenderers or any other persons not officially concerned with the Tender process until information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 43.
- 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 Notwithstanding ITT 26.2, from the time of tender opening to the time of contract award, if a tenderer wishes to contact the Procuring Entity on any matter related to the tendering process, it shall do so in writing.

27. *Clarification of Tenders*

- 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 a response. Any clarification submitted by a tenderer that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the tenders, in accordance with ITT 31.
- 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. *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. *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 without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that, if accepted, would:
- a) Affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - 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; or
 - c) if rectified, would unfairly affect the competitive position of other tenderers presenting substantially responsive tenders.
- 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. *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 nonmaterial 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 nonmaterial 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. *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 anyway 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 disqualification of the tender as non-responsive.
- b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, sub total and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail

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

32. *Conversion to Single Currency*

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

33. *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 a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be

specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses or firms belonging to the specified group are eligible to tender. No tender shall be reserved to more than one group. If not so stated in the Invitation to Tender and in the Tender documents, the invitation to tender will be open to all interested tenderers.

34. *Nominated Subcontractors*

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. In case the Procuring Entity nominates a subcontractor, the subcontract agreement shall be signed by the Subcontractor and the Procuring Entity. The main contract shall specify the working arrangements between the main contractor and the nominated subcontractor.

34.2 Tenderers may propose subcontracting 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** as can be met by subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the qualifications of the Specialized Subcontractors proposed by the Tenderer may be added to the qualifications of the Tenderer.

35. *Evaluation of Tenders*

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

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

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 considered in 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 based one 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 required to prepare the Eligibility and Qualification Criteria Form for each Lot.

36. *Comparison of Tenders*

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

37. *Abnormally Low Tenders and Abnormally High*

Tenders Abnormally Low Tenders

- 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 Tenderers is 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 other requirements 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 An abnormally high tender price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.
- 37.5 In case of an abnormally high price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:
- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
 - ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.
- 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. *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 front loaded, 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 the Tender; or
 - b) require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding a 10% of the Contract Price; or

- c) agree on a payment mode that eliminates the inherent risk of the Procuring Entity paying too much for undelivered works; or
- d) reject the Tender,

39. *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 Subcontractors 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 Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated price to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

40. *Lowest Evaluated Tender*

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

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

41. *Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders.*

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

F. AWARD OF CONTRACT

42. *Award Criteria*

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

43. *Notice of Intention to enter into a Contract*

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

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

44. *Stand still Period*

42.1 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.

42.2 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. *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 concern 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. *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 within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

47. *Signing of Contract*

47.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into 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 return it to the Procuring Entity.

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

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

49. *Publication of Procurement Contract*

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

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

50. *Procurement Related Complaint and Administrative Review*

50.1 The procedures for making Procurement-related Complaints shall be 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	<p>The name of the contract is TENDER FOR PROPOSED CONSTRUCTION OF WARD ADMINISTRATION OFFICES AT KINAMBA, GITHIGA WARD IN LAIKIPIA COUNTY.</p> <p>The reference number of the Contract is <u>LCG/C03/ADMIN/2240845/2025/2026</u></p> <p>The number and identification of lots (contracts) comprising this Tender are <i>N/A</i></p>
ITT 1.2	The Information made available on competing firms is as follows: <i>N/A</i>
ITT 1.3	The firms that provided consulting services for the contract being tendered for are: <i>N/A</i>
ITT 1.4	Maximum number of members in the Joint Venture (JV) shall be: <i>2</i> .
B. Contents of Tender Document	
ITT 2.1	<p>(i) The Tenderer will submit any request for clarifications in writing at the Address</p> <p>County Government of Laikipia, Director Supply Chain Management Department of Finance & County Treasury P.o.Box 131- 20321, Rumuruti Phone Number, 0723-871-712 Email: procurement@laikipia.go.ke and Josephine.njoki@laikipia.go.ke Physical Address: Rumuruti Town, County Headquarters, Treasury Building, compound, Office of Head of Supply Chain Management, Rumuruti Town</p> <p>to reach the Procuring Entity not later than 22nd MAY, 2026</p> <p>(ii) The Procuring Entity will publish its response at the website www.laikipia.go.ke and www.ppip.go.ke</p>
ITT 2.2	<p>(A) A pre-arranged pretender site visit <i>shall</i> take place at the following date, time and place: Date: 18th May ,2026 Time: 11:00AM Place: Kinamba offices, opposite DOs office next to the police station. contact person 0713594300</p> <p>(B) Pre-Tender meeting <i>shall not</i> take place at the following date, time and place: Date: _____N/A . Time: _____N/A _____ Place: _____N/A _____</p>
ITT 2.3	The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than Three [3] days to tender closure.

ITT 2.4	The Procuring Entity's website where Minutes of the pre-Tender meeting and the pre- arranged pretender will be published is <u>_N/A_</u>
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C. Preparation of Tenders

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 3.1	The Tenderer shall submit the following additional documents in its Tender: <i>As per the Mandatory Requirements criteria.</i>
ITT 3.2	Alternative Tenders <i>shall not be</i> considered.
ITT 3.3	Alternative times for completion <i>shall not be</i> permitted.
ITT 3.4	Alternative technical solutions shall be permitted for the following parts of the Works: <p style="text-align: center;"><i>N/A</i></p>
ITT 3.5	The prices quoted by the Tenderer shall be: <i>fixed</i>
ITT 3.6	Foreign currency requirements not allowed.
ITT 3.7	The Tender validity period shall be <u>_____</u> [120] days.
ITT 3.8	a) The Number of days beyond the expiry of the initial tender validity period will be 30 days. (b) The Tender price shall be adjusted by the following percentages of the tender price: (i) By <u>___</u> prevailing <u>___</u> % of <i>the local currency portion of the Contract price adjusted to reflect local inflation during the period of extension,</i>
ITT 3.9	Tender-Security of 113,442 <i>shall be</i> required
ITT 3.10	Other documents required are _____
ITT 3.11	In addition to the original of the Tender, the number of copies is: <i>N/A</i>
ITT 3.12	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: <u>___</u> <i>(power of attorney of the person signing the tender document)</i>

D. Submission and Opening of Tenders

ITT 4.0	SUBMISSION THROUGH THE IFMIS. NEGOTIATION NUMBER: 2240845
ITT 4.1	(A) For <u>Tender submission purposes</u> only, the Procuring Entity's address is: <u>For Tender submission purposes</u> only, the Procuring Entity's address is: _____ Attention: Must Be SUBMITTED THROUGH THE IFMIS AND MANUALLY

ITT 4.2	N/A
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Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
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	<p>Electronic mail address: procurement@laikipia.go.ke</p> <p>The deadline for Tender submission is:</p> <p>Date: 22nd MAY, 2026 Time: 11:00 Am tenderers <i>shall be</i> ONLY submitted electronically and Manually</p>
ITT 4.3	<p>The Tender opening shall take place at: County Headquarter Treasury Boardroom. Electronic mail address: info@laikipia.go.ke OR Josephine.njoki@laikipia.go.ke</p> <p>The deadline for Tender submission is: Date: 22nd MAY, 2026 Time: 11:00 Am</p> <hr/>
E. Evaluation, and Comparison of Tenders	
ITT 5.1	<p>The adjustment shall be based on the <i>average</i> 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 Lowest estimate.</p>
ITT 5.2	<p>The error shall be considered a major deviation that leads to disqualification of the tender if the percentage of the error (error over the tender price quoted) is: more than 5% or less than 5%.</p>
ITT 5.3	<p>The currency that shall be used for Tender evaluation and comparison purposes to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: KES. <i>[Kenyan shilling]</i></p> <p>The source of exchange rate shall be: The Central bank of Kenya</p> <p>The date for the exchange rate shall be: the deadline date for Submission of the Tenders.</p>
ITT 5.4	<p>A margin of preference <i>shall not</i> apply.</p>
ITT 5.5	<p>The invitation to tender is extended to the following groups that qualify for Reservations _____ N/A _____</p> <hr/>
ITT 5.6	<p>At this time, the Procuring Entity <i>does not intend</i> to execute certain specific parts of the Works by subcontractors selected in advance.</p>
Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 5.7	<p>Contractor's may propose subcontracting: Maximum percentage of subcontracting permitted is: <u>30</u> % of the total contract amount. Tenderers planning to subcontract more than 30% 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.</p>

ITT 5.8	<p>The parts of the Works for which the Procuring Entity permits Tenderers to propose Specialized Subcontractors are designated as follows:</p> <p>_____</p> <p>_____</p> <p>___N/A_____</p> <p>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.</p>
ITT 5.9	<p>Additional requirements apply. These are detailed in the evaluation criteria in Section III, Evaluation and Qualification Criteria.</p>
ITT 5.10	<p>Additional requirements are:</p> <p>_____</p>
ITT 5.11	<p>The procedures for making a Procurement-related Complaint are available from the PPRA website info@ppra.go.ke or complaints@ppra.go.ke. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:</p> <p>The attention: <i>[Ms. Josephine N. Kamau]</i> Title/position: <i>[Director Supply Chain Management]</i> Procuring Entity: <i>[County Government of Laikipia]</i> Email address: [procurement@laikipia.go.ke <i>Or Josephine.njoki@laikipia.go.ke]</i> Cell. <i>0723-871-712</i></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <p>(i) the terms of the Tender Documents; and</p> <p>(ii) the Procuring Entity’s decision to award the contract.</p>

SECTION III- EVALUATION AND QUALIFICATION CRITERIA

General Provisions

1. *General Provisions*

- 1.1 This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity shall use the Standard Tender Evaluation Document for Goods and Works for evaluating Tenders.
- 1.2 Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:
- 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.
 - Value of single contract - Exchange rate prevailing on the date of the contract signature.
 - Exchange rates shall be taken from the publicly available source identified in the ITT 14.3. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.
- 1.3 Evaluation and contract award Criteria

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

2. *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 requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements of “*Part 2 – Procuring Entity's Works Requirements*”, including checking for tenders with unacceptable errors, abnormally low tenders, abnormally high tenders and tenders that are front loaded. The Standard Tender Evaluation Report for Goods and Works for evaluating Tenders provides clear guidelines on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered irresponsive and will not be considered further.

S/N O.	Mandatory Requirement	Responsive or Not Responsive
1.	Must attach a CERTIFIED certificate of Incorporation/Registration	
2.	Must attach a valid Tax Compliance Certificate of the company	
3.	Must attach a valid KRA PIN certificate of the company.	

4.	Must attach a CERTIFIED CR12 Certificate [valid for the last 6 months] for limited companies and IDs of directors OR attach a copy of the ID for a business registration name.	
5.	Must attach Valid Single Business Permit.	
6.	Properly fully filled, sign and stamp all tender forms:	
7.	Attach a Pre-tender site visit certificate.	
8.	Duly filled, sign and stamp Tender-Securing Declaration form	
9.	Attach a valid NCA category 8 and above Certificate and License for building works.	
10.	Valid AGPO Certificate for women .	
11.	<i>Must fill Confidential Business Questionnaire in the format provided.</i>	
12.	<i>Must fill and submit Form of Tender in the format provided.</i>	
13.	<i>Must fill and submit the Certificate of Independent tender determination in the format provided.</i>	
14.	<i>Must fill and submit the Self-Declaration form that the tenderer is not debarred in the matter of the Public procurement and Asset Disposal Act 2015 in the format provided.</i>	
15.	<i>Must fill and submit the Self declaration form that the person/tenderer will not engage in any corrupt or fraudulent practice in the format provided.</i>	
16.	<i>Must fill and submit the declaration and commitment to the Code of ethics in the format provided.</i>	
17.	Bidders must chronologically serialize all pages of their document NUMERICALLY (i. e 1, 2, 3.....) up to the last page including all attachments.	
18.	Bidders must Stamp every Page of their document with Official Rubber Stamp for Ownership	

NB : The bidders MUST meet ALL the above requirements to proceed to the next stage of Technical Evaluation

A. TECHNICAL EVALUATION		
NO.	EVALUATION CRITERIA	SCORE
1	Attach past experience of similar assignments in construction works (Attach LSO/Letter of Award/Contract agreements and their Completion certificates): Each completed similar assignments =10 marks, No Attachment =0marks MAX =30 marks	30
2	Qualifications and experience of key Personnel: a. Site Agent at least CERTIFIED Diploma in Civil Engineering with at least three (3) years of experience (15 marks) (Diploma Certificate and Curriculum Vitae- 10 mks, 3 years and above of experience- 5 mks, 2 years' experience – 3 mks & below 2years experience- 2mks) b. Site Foreman: at least CERTIFIED Craft certificate in Civil Engineering with at least two (2) years of experience (15 marks) (Craft Certificate and Curriculum Vitae – 10 mks, 2 years and above of experience – 5 mks, 1 years' experience – 3mks & below 1 year of experience – 2mks)	30
3	Financial Capacity A) Bank statement for the last 6 months (10 mks) (6 months or more- 10mks. Below 6 months 5mks, 0 marks if none is provided) B) Proof of access to finances at least 25%of the quoted amount. Attach a valid Letter of credit from your bankers or bank balance (10 marks), 0 (Zero) marks if evidence is not provided. C) Attach Certified Audited Financial Statements for the last two years (2024, 2025) : 10 marks for each year, (Max 20 marks)	40
	TOTAL MARKS	100

Tenderers' who shall have Technical Evaluation (TE) score 70 points and above shall qualify for the financial evaluation.

3. *Tender Evaluation (ITT 35)*

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

- i) **Alternative Completion Times**, if permitted under ITT 13.2, 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(d) :.....

4. *Multiple Contracts*

4.1 Multiple contracts will be permitted in accordance with ITT 35.4. Tenderers are evaluated on basis of Lots and the 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) If a tenderer wins more than one Lot, the tender will be awarded contracts for all won Lots, provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the Lots. The tenderer will be awarded the combination of Lots 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 combinations with the lowest evaluated price. Tenders will then be awarded to the Tenderer or Tenderers in the combinations provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the won Lots.

5. **Alternative Tenders (ITT 13.1) *An alternative if permitted under ITT 13.1, will be evaluated as follows:***

The Procuring Entity shall consider Tenders offered for alternatives as specified in Part2-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

6. **MARGIN OF PREFERENCE**

6.1 If the TDS so specifies, the Procuring Entity will grant a margin of preference of fifteen percent (15%) to be loaded one valuated price of the foreign tenderers, where the percentage of shareholding of Kenyan citizens is less than fifty-one percent (51%).

6.2 Contractors applying for such preference 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 contract or group of contractors qualifies for a margin of preference.

6.3 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 to 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%).

6.4 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.

If a tender from Group B is the lowest, an amount equal to the percentage indicated in Item 3.1 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 Band the lowest evaluated tender from Group A. If the tender from Group A is still the lowest tender, it shall be selected for award. If not, the lowest evaluated tender from Group B based on the first evaluation price shall be selected.

7. *Post qualification and Contract award (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) In case the tender was not subject to post-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, 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 5,000,000
 - ii) Minimum average annual construction turnover of Kenya Shillings *[5,000,000]*, equivalent calculated as total certified payments received for contracts in progress and/or completed within the last five *[5 years]*
 - iii) At least two (2) of contract(s) of a similar nature executed within Kenya, or the East African Community or abroad, 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 specified as personnel.
 - v) Contractor's key equipment listed on the table "Contractor's Equipment" below and more specifically listed as *[specify requirements for each lot as applicable]* _____
 - vi) 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 (Five years). The required information shall be furnished in the appropriate form.

b) *Pending Litigation*

Financial position and prospective long-term profitability 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) *Litigation History*

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last Five (5 years). All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or ongoing under its 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.

8. QUALIFICATION FORM SUMMARY

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 General and Specific Details, 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.	Attachment	
3	Conflict of Interest	No conflicts of interest in accordance.	Conflict of interest	
4	PPRA Eligibility	Not having been declared ineligible by the PPRA as described.	Code of ethics	
5	State- owned Enterprise	Meets conditions.		
6	History of Non-Performing Contracts	Non-performance of a contract did not occur as a result of contractor default [.....].	Form CON-2	
7	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	
8	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	
9	Litigation History	No consistent history of court/arbitral award decisions against the Tenderer since 1 st January <i>[insert year]</i> .	Form CON – 2	
10	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 <i>[insert</i>	Form FIN – 3.1, with attachments	

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)
		<p><i>amount</i>] equivalent for the subject contract(s) net of the Tenderer's other commitments.</p> <p>(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 currently in progress and for future contract commitments.</p> <p>(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 <i>[insert number of years]</i> years shall be submitted and must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability.</p>		
11	Average Annual Construction Turnover	Minimum average annual construction turnover of Kenya Shillings <i>[insert amount]</i> , equivalent calculated as total certified payments received for contracts in progress and/or completed within the last <i>[insert of year]</i> years, divided by <i>[insert number of years]</i> years	Form FIN – 3.2	
12	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 <i>[insert number of years]</i> years, starting 1 st January <i>[insert year]</i> .	Form EXP – 4.1	

13	Specific Construction & Contract Management Experience	<p>A minimum number of <i>[state the number]</i> 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 <i>[insert year]</i> and tender submission deadline i.e. (Number) contracts, each of minimum value Kenya shillingsequivalent.</p> <p><i>[In case the Works are to be tender as individual</i></p>	Form EXP 4.2(a)	
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1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	<i>Document To be Completed by Tenderer</i>	<i>For Procuring Entity's Use (Qualification met or Not Met)</i>
		<p><i>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]</i></p> <p>The similarity of the contracts shall be based on the following: <i>[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]</i></p>		

SECTION IV - TENDERING FORMS

QUALIFICATION FORMS

1. FOREIGN TENDERERS 40%RULE.
2. TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE
3. Form EQU: EQUIPMENT.
4. FORM PER -1.
5. FORM PER-2.
6. TENDERERS QUALIFICATION WITHOUT PRE-QUALIFICATION.
 - 6.1 FORM ELI-1.1.
 - 6.2 FORM ELI-1.2.
 - 6.3 FORM CON -2.
 - 6.4 FORM FIN -3.1.
 - 6.5 FORM FIN -3.2.
 - 6.6 FORM FIN -3.3.
 - 6.7 FORM FIN -3.4.
 - 6.8 FORM EXP -4.1.
 - 6.9 FORM EXP - 4.2(a).
 - 6.9 FORM EXP - 4.2 (a) (cont.).
 - 6.10 FORM EXP -4.2 (b).

OTHER FORMS

7. FORM OF TENDER.
8. FORM OF TENDER SECURITY - DEMAND BANKGUARANTEE.
9. FORM OF TENDER SECURITY (TENDERBOND).
10. FORM OF TENDER-SECURINGDECLARATION.
11. APPENDIX TO TENDER.

TECHNICAL PROPOSAL FORMS

Site Organization.

Method Statement.

Mobilization

Schedule.

Construction

Schedule.

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		xxxx	

3. 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 for alternative 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 <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> 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	

4. FORMPER-1

Contractor's Representative and Key Personnel Schedule

Tenderers should provide the names and details of the suitably qualified Contractor's Representative 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:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
2.	Title of position: [_____]	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
3.	Title of position: [_____]	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
4.	Title of position: [_____]	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
Title of position: <i>[insert title]</i>		
Name of candidate		

5. Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

5. FORM PER-2:

Resume and Declaration - Contractor's Representative and Key Personnel

Name of Tenderer

Position [# 1]: <i>[title of position from Form PER-1]</i>		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
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
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>

DECLARATION

I, the under signed *[insert either "Contractor's Representative" or "Key Personnel" as applicable]*, certify that to the Lowest 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:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>

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): _____

6. TENDERERS QUALIFICATION WITHOUT PRE-QUALIFICATION

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.

6.1 FORM ELI-

1.1 *Tenderer Information*

Form

Date: _____

ITT No. and title: _____

Tenderer's name
In case of Joint Venture (JV), name of each member:
Tenderer's actual or intended country of registration: <i>[icate country of Constitution]</i>
Tenderer's actual or intended year of incorporation:
Tenderer's legal address [in country of registration]:
Tenderer's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> 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 <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.5 <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 3.8, documents establishing: <ul style="list-style-type: none">• Legal and financial autonomy• Operation under commercial law• Establishing that the Tenderer is not under the supervision of the Procuring Entity
2. Included are the organizational chart and a list of Board of Directors

6.2 FORM ELI-1.2

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

Date: _____

ITT No. and title: _____

Tenderer's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 43.6. <input type="checkbox"/> 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 3.8.
2. Included are the organizational chart and a list of Board of Directors

6.3 FORM CON – 2

Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 st January <i>[insert year]</i> 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)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.			
<input type="checkbox"/> 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: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub- Factor 2.4. <input type="checkbox"/> Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub- Factor 2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Entity" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

6.4 FORM FIN –3.1:

Financial Situation and Performance

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

6.4.1. *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*

6.4.2 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		

6.4.3 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:

- 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).
- be independently audited or certified in accordance with local legislation.
- be complete, including all notes to the financial statements.
- 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

6.5 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
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		
Average Annual Construction Turnover *			

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

6.6 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 cashflow demands of the subject contractor contracts as specified in Section III, Evaluation and Qualification Criteria.

6.7 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.

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

6.8 FORM EXP -4.1

General Construction 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 <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount	Kenya Shilling			
If member in a JV or sub-contractor, specify participation in total Contract amount				
Procuring Entity's Name:				
Address: Telephone/fax number E-mail:				

6.9 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
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	

6.10 FORM EXP -4.2(b)

Construction Experience in Key Activities

Tenderer's Name: _____

Date: _____

Tenderer's JV Member Name: _____

Sub-contractor's Name² (as per ITT34): _____

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 <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
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: Telephone/fax number E-mail:				

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

2. Activity No. Two

3.

OTHER FORMS

7. 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]*

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 of Kenya Shillings *[Amount in figures]* _____ Kenya Shillings *[amount in words]* _____

The above amount includes foreign currency amount (s) of *[state figure or a percentage and currency]* *[figures]* _____ *[words]* _____

The percentage or amount quoted above does not include provisional sums, and only allows not more than two foreign currencies.

2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Particular Conditions of Contract.
3. We agree to adhere by this tender until _____ *[Insert date]*, and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us. We further understand that you are not bound to accept the lowest or any tender you may receive.
5. We, the undersigned, further declare that:
 - i) No reservations: We have examined and have no reservations to the tender document, including Addenda issued in accordance with ITT 8;

- ii) Eligibility: We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3 and 4;
- iii) Tender-Securing Declaration: We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing or Proposal-Securing Declaration in the Procuring Entity's Country in accordance with ITT 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) Option1, in case of one lot: Total price is: *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies]*; Or
- Option2, in case of multiple lots:
- a) Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*; and
- b) Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;
- vii) Discounts: The discounts offered and the methodology for their application are:
- viii) The discounts offered are: *[Specify in detail each discount offered.]*
- ix) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
- x) Tender Validity Period: Our Tender shall be valid for the period specified in TDS 18.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- xi) Performance Security: If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering document;
- xii) One Tender Per Tender: We are not submitting any other Tender(s) as an individual Tender, and we are not participating in any other Tender(s) as a Joint Venture member or as a subcontractor, 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 ITT 3.7]*;
- 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 thereof 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 hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;
- 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 not in any conflict to interest.
 - b) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
 - c) Self-Declaration of the Tenderer– to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
 - d) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in

"Appendix 1- Fraud and Corruption" attached to the Form of

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

signing the Tender]

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

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

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]* **Date signed** *[insert date of signing]* day of *[insert month]*, *[insert year]*

Date signed _____ day of _____, _____

Notes

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

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

A. TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

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

i) *Tenderer's details*

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address (<i>postal and physical addresses, email, and telephone number</i>) 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 (<i>postal and physical addresses, email, and telephone number</i>) of state which stock exchange	

General and Specific Details

ii) **Sole Proprietor**, provide the following details.

Name in full _____ Age _____
 Nationality _____ Country of Origin _____
 Citizenship _____

iii) **Partnership**, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

(iv) **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				

(v) **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

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

ii) CONFLICT OF INTEREST DISCLOSURE

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer’s affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract?		

Certification

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

Full Name _____

Title or Designation _____

(Signature)

(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:

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) has been requested to submit a Tender in response to this request for tenders;
 - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
 - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5) (a) or (5) (b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a tender; or
 - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5) (b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5) (b) above;
8. The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5) (b) above.

Name _____

Title _____

Date _____

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

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 ofdo hereby make a statement as follows: -

1. THAT I am the Company Secretary/Chief Executive/Managing Director/Principal Officer/Director of (*insert name of the Company*) who is a Bidder in respect of Tender No. for (*insert tender title/description*) for..... (*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder 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 hereby 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.....

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 asset 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 into, take part in any decision relating to the procurement or contract; and
 - c) shall not be a subcontractor for the bidder to whom was awarded contract, or a member of the group of bidders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
- 6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- 7) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5) (a) and the contract is awarded to the person or his relative or to another person in whom one of them had a director 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.

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
- i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii) “fraudulent practice” is any act or omission, including misrepresentation, 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;
 - iv) “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;
 - v) “obstructive practice” is:
 - deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
- "fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal for award¹ 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 sanction or 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 inspect² 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.

¹For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, 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, such as 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 copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof 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 for Tenders No:

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

1. We have been informed that _____ (here inafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here inafter 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 I am/we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:.....

Capacity / title (director or partner or sole proprietor, etc.)

.....

Name:.....

Duly authorized to sign the bid for and on behalf of: *[insert complete*

name of Tenderer] Dated on..... day of..... *[Insert date*

of

signing]

Seal or stamp

Appendix to Tender

Schedule of Currency requirements

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

<i>Name of currency</i>	<i>Amounts payable</i>
Local currency: _____	
Foreign currency #1: _____	
Foreign currency #2: _____	
Foreign currency #3: _____	
Provisional sums expressed in local currency	[To be entered by the Procuring Entity]

5. TECHNICAL PROPOSAL

The tender shall complete these sections as a Technical proposal to indicate how he/she intends to proceed with the works. The Procuring entity will review these Proposals and determine the extent to which they meet the required standards to complete the works.

5.1 *Site Organization*

[Insert Site Organization information]

5.2 *Method Statement*

[Insert Method Statement]

5.3 *Mobilization Schedule*

[Insert Mobilization Schedule]

5.4 *Construction Schedule*

[Insert Construction Schedule]

PART 2 - WORKS' REQUIREMENTS

SECTION V –BILL OF QUANTITIES

REPUBLIC OF KENYA



COUNTY GOVERNMENT OF LAIKIPIA

DEPARTMENT OF INFRASTRUCTURE

BILL OF QUANTITIES

FOR

PROPOSED WARD ADMINISTRATION OFFICES

FOR

COUNTY GOVERNMENT COORDINATION ADMINISTRATION AND
PUBLIC SERVICE

AT

LAIKIPIA COUNTY

PREPARED BY

COUNTY QUANTITY SURVEYOR
DIRECTORATE OF PUBLIC WORKS

COUNTY QUANTITY SURVEYOR
LAIKIPIA COUNTY
DEPT. OF PUBLIC WORKS
P. O. Box 57 - 10400, MANYUKI

2.3.2020



ISSUED BY

COUNTY WORKS OFFICER
DIRECTORATE OF PUBLIC WORKS



ITEM	DESCRIPTION	KSHS
	<p><u>PARTICULAR PRELIMINARIES</u></p> <p>A. PRICING ITEMS OF PRELIMINARIES</p> <p>Prices SHALL BE INSERTED against items of “preliminaries” in the tenderer’s priced Bills of Quantities. The contractor is advised to read and understand all preliminary items. In the event that an item is not priced the cost is deemed to be included in the measured works/Bills of Quantities.</p> <p>This is a FULL contract and the prices inserted against the various items shall be for all expenses required for the proper execution of the works.</p> <p>B. DESCRIPTION OF THE WORKS</p> <p>The works to be carried out under this contract involves Construction of Ward Administration Offices</p> <p>C. MEASUREMENTS</p> <p>In the event of any discrepancies arising between the Bill 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 in accordance with clause 22 of the Conditions of Contract. The discrepancies shall then be treated as a variation and be dealt with in accordance with clause 22 of the said Conditions.</p> <p>D. LOCATION OF SITE</p> <p>The Site for the proposed works is at county government coordination administration and public service. The Contractor is advised to visit the site, to familiarize with the nature and position of the site. No claims arising from the Contractor's failure to do so will be entertained.</p>	
	Carried to Collection	

ITEM	DESCRIPTION	AMOUNT
A.	<p>TENDER VALIDITY PERIOD</p> <p>Tenders shall remain valid for a period of One Hundred and Twenty (120) days from the date of Tender Opening, and not Ninety (90) days.</p> <p>All Tenderers are advised to note this amendment when filling the Form of Tender</p> <p>TENDER SECURITY (N/A)</p> <p>Bid bond/ tender security, which must be from an established bank or insurance company, shall remain valid for a period of One Hundred and Fifty (150) days from the date of Tender Opening i.e. Thirty (30) days beyond the Tender Validity Period.</p>	
B	<p>DEMOLITIONS AND ALTERATIONS</p> <p>The Contractor is to allow for all temporary protection required during the works including ordinary and special dust screens, hoardings, barriers, warning signs, etc as directed by the Project Manager and as necessary for the adequate propping and protection of existing property, finishes, workmen employed on the site, employer's agents and the public. Any damage or loss incurred due to the insufficiency of such protection must be made good by the Contractor. All protective devices are to be removed on completion of the works and any loss or damage made good to the satisfaction of the Project Manager</p> <p>The works shall be propped, strutted and supported as necessary before any alteration or demolition work commences. Prices shall include for all cleaning and preparatory work to structure and finishes and for making good to all finishes on completion whether or not specifically described.</p> <p>Unless described as set aside for re-use all arising debris and surplus materials shall be carefully removed from building and carted away from site.</p> <p>The Contractor shall be entirely responsible for any breakage or damage which may occur to materials required for re-use during their removal unless it is certified by the Project Manager that such damage or breakage was inevitable as a result of the condition of the item concerned</p>	
	Carried to Collection	

ITEM	DESCRIPTION	AMOUNT
A	<p>CLEARING AWAY</p> <p>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.</p> <p>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.</p>	
B	<p>CLAIMS</p> <p>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 a claim or intent to claim notice to the PROJECT MANAGER within the contract period. No claim shall be entertained upon the expiry of the said contact period.</p>	
C	<p>PAYMENTS</p> <p>The tenderer's attention is drawn to the fact that the GOVERNMENT DOES NOT MAKE ADVANCE PAYMENTS but pays for work done and materials delivered to site: all in accordance with Clause 23 of the Conditions of Contract Agreement. In order to facilitate this, a list of the general component elements for the works is given at the summary page of</p>	
D	<p>PREVENTION OF ACCIDENT, DAMAGE OR LOSS</p> <p>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 thus instructed to take reasonable care in the execution of the works as to prevent accidents, damage or loss and disruption of activities</p>	
E	<p>WORKING CONDITIONS</p> <p>encounter in the course 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 station will be operating as usual during the</p>	
F	<p>SIGNBOARD</p> <p>Allow for providing, erecting, maintaining throughout the course of the Contract and afterwards clearing away a signboard as designed, specified and approved by the Project Manager.</p>	
i		
ii	<p>The contractor to also allow for branding/Logo of the constructed unit including the financial year funded to the satisfaction of the project</p>	
Carried to Collection		

ITEM	DESCRIPTION	AMOUNT
A.	<p>LABOUR CAMPS</p> <p>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.</p>	
B.	<p>MATERIALS FROM DEMOLITIONS</p> <p>Any materials arising from demolitions and not re-used shall become the property of the Government of Kenya.</p>	
C.	<p>PRICING RATES</p> <p>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.</p>	
D.	<p>SECURITY</p> <p>The Contractor shall allow for providing adequate security for the works and the workers in the course of execution of this contract. No claim will be entertained from the Contractor for not maintaining adequate security</p>	
E.	<p>URGENCY OF THE WORKS</p> <p>The Contractor is notified that these “ works are urgent” and should be completed within the period stated in these Particular Preliminaries.</p> <p>The Contractor shall allow in his rates for any costs he/ she deems that he/she may incur by having to complete these works within the stipulated contract period.</p>	
F.	<p>PAYMENT FOR MATERIALS ON SITE</p> <p>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</p>	
G.	<p>EXISTING SERVICES</p> <p>from the relevant authority the exact position, depth and level of all existing services in the area and he/she shall make whatever provisions may be required by the authorities concerned for the support, maintenance</p>	
Carried to Collection		

ITEM	DESCRIPTION	AMOUNT
A	<p>VALUE ADDED TAX</p> <p>The Contractor's attention is drawn to the Legal Notice in the Finance Act part 3 section 21 (b) operative from 1st September, 1993 which requires payment of VAT on all contracts. The Contractor should therefore include allowance in his rates and prices for VAT and any other Government taxes currently in force.</p> <p>The tenderer is advised that in accordance with Government public notice No. 35 & 36 Dated 11th September 2003 operational from 1st October 2003, VAT will be deducted against the contract sum at the prevailing rate by the Employer and remitted directly to the Commissioner of VAT through all interim certificates. It should however be noted that this is not additional tax but a new mode of payment for VAT, any excess payment will be refundable once the Contractor has submitted monthly returns to the Commissioner of VAT who will do the refunds when satisfied that the VAT regulations have been complied with.</p> <p>N.B: V.A.T shall not be included in the rates but shall be given as a percentage in the grand summary page</p>	
B.	<p>PROJECT MANAGERS EXPENSES</p> <p>Provide a provisional sum of Kenya Shillings One Hundred Thousand Kenya Shillings(Kshs 100,000) only for Project Manager's supervisory</p>	100,000.00
C	<p>Allow for Contractor's profit and overheads (... .. %)</p>	
Carried to Collection		

ITEM	DESCRIPTION	AMOUNT
A	<p>CONTRACT COMPLETION PERIOD</p> <p>The contract completion period in accordance with condition 31 of the Conditions of contract must be adhered to.</p> <p>The 'PROJECT MANAGER' shall strictly monitor the Contractors progress in relation to the progress chart and should it be found necessary the „PROJECT MANAGER' shall inform the Contractor in writing that his actual performance on site is not satisfactory .In all such cases the Contractor shall accelerate his rate of performance production and progress by all means such as additional labour,plant, e.t.c and working overtime all at his cost.</p>	
B	<p>PERFORMANCE BOND</p> <p>A bond of 5 % of the contract sum will be required in accordance with clause 6.00 on award of contract of the Instructions to Tenderer's. No payment on account for the works executed will be made to the contractor until he has submitted the Performance Bond to the Project Manager duly signed, sealed and stamped from an approved Bank</p>	
C	<p>TENDER DOCUMENTS</p> <p>Tender documents are as listed in Clause 2.1 of the Instruction to Tenderer's Page STD/8</p>	
D	<p>DELIVERY OF TENDER</p> <p>Tenders and all documents in connection therewith, as specified above 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 invitation to tender.</p> <p>Tenders will be opened at the time specified in the letter accompanying these Tender Documents or as indicated in the invitation to tender. Tenders delivered/received later than the above time will not be opened.</p>	
Carried to Collection		

ITEM	DESCRIPTION	AMOUNT
A	<p>PARTICULARS OF INSERTIONS TO BE MADE IN APPENDIX The following are the insertions to be made in the appendix to the Contract Agreement: -</p> <p>Period of Final Measurement; 3 Months From Practical Completion</p> <p>Defects Liability Period; 6 Months from Practical Completion</p> <p>Date for Possession; To be agreed with the Project Manager</p> <p>Date for Completion; 12 Weeks from date of Possession</p> <p>Liquidated and Ascertained damages; At the rate of Kshs 5,000 per day or part thereof</p> <p>Prime cost sums for which</p> <p>The Contractor desires to tender</p> <p>Period of Interim Certificates Monthly</p> <p>Period of Honouring Certificates 30 days</p> <p>Percentage of Certified Value Retained 10%</p> <p>Limit of Retention Fund 10%</p>	
	Carried to collection	
	<u>COLLECTION</u> Brought forward from page 2 Brought forward from page 3 Brought forward from page 4 Brought forward from page 5 Brought forward from page 6 Brought forward from page 7 Brought forward from above	
	TOTAL FOR PARTICULAR PRELIMINARIES CARRIED TO GRAND SUMMARY	

ITEM	DESCRIPTION	KSHS
	<u>GENERAL PRELIMINARIES</u>	
A	<p>PRICING ITEMS OF PRELIMINARIES AND PREAMBLES Prices will be inserted against items of Preliminaries in the Contractor's priced Bill of Quantities and Specification. 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. Value Added Tax (V.A.T.) shall not be included in the individual prices but shall be given as a percentage in the grand summary page.</p> <p>ABBREVIATIONS Throughout these Bills, units of measurement and terms are abbreviated and shall be all the requirements for the proper execution of the whole of the works in the Contract.</p> <p>C.M. Shall mean cubic metre S.M. Shall mean square metre L.M. Shall mean linear metre M.M Shall mean Millimetre Kg. Shall mean Kilogramme No. Shall mean Number Prs. Shall mean Pairs B.S. Shall mean the British Standard Ditto Shall mean the whole of the preceding m.s. Shall mean measured separately. a.b.d Shall mean as before described.</p>	
C	<p>EXCEPTION TO THE STANDARD METHOD OF Attendance ; Clause B19(a) of the Standard Method of Measurement is deleted and the following clause is substituted:- Attendance on nominated Sub-Contractors shall be given as an item in each case shall be deemed to include: allowing use of standing scaffolding, mess rooms, sanitary accommodation and welfare facilities; provision of special scaffolding where necessary; providing space for office accommodation and for storage of plant and materials; providing light and water for their work: clearing away rubbish; unloading checking and hoisting: providing electric power and removing and replacing duct covers, pipe casings and the like necessary for the execution and testing of Sub- Contractors' work and being responsible for the accuracy of the same.</p>	
	Total to collection	

ITEM	DESCRIPTION	KSHS
A	<p>Fix Only:- "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.</p>	
B	<p>EMPLOYER The "Employer" is the county Government of Laikipia The term "Employer" and "Government" wherever used in the contract document shall be synonymous</p>	
C	<p>PROJECT MANAGER The term "P.M." wherever used in these Bills of Quantities shall be deemed to imply the Project Manager as defined in Condition 1 of the Conditions of Contract or such person or persons as may be duly authorised to represent him on behalf of the county Government.</p>	
D	<p>ARCHITECT The term "Architect" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Ministry of infrastructure.</p>	
E	<p>QUANTITY SURVEYOR The term "Quantity Surveyor" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Ministry of infrastructure.</p>	
F	<p>ELECTRICAL ENGINEER The term "Electrical Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Ministry of infrastructure.</p>	
G	<p>MECHANICAL ENGINEER The term "Mechanical Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Ministry of infrastructure.</p>	
Total to collection		

ITEM	DESCRIPTION	KSHS
A	<p>STRUCTURAL ENGINEER</p> <p>The term "Structural Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Ministry of infrastructure.</p>	
B	<p>FORM OF CONTRACT</p> <p>The Form of Contract shall be as stipulated in the Republic of Kenya's Standard Tender Document for Procurement of Building Works (2006 Edition) included herein</p> <p>The Conditions of Contract are also included herein</p> <p>Conditions of Contract These are numbered from 1 to 37 as set out in pages 18 to 38 of these tender documents. Particulars of insertions to be made in the Appendix to the Contract Agreement will be found in the Particular Preliminaries part of these Bills of Quantities</p>	
C	<p>BOND.</p> <p>The Contractor shall find and submit on the Form of Tender and approved bank and who will be willing to be bound the county Government in and amount equal to five per cent (5%) 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.</p>	
D	<p>PLANT, TOOLS AND VEHICLES</p> <p>Allow for providing all scaffolding, plant, tools and vehicles required for the works except insofar 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.</p>	
	Total to collection	

ITEM	DESCRIPTION	KSHS
A	<p>TRANSPORT. 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.</p>	
B	<p>MATERIALS AND WORKMANSHIP. 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 materials to be obtained from overseas immediately after the Contract is signed and shall also ensure they are onsite when required for use in the works. The Bills of Quantities shall not be used for the purpose of ordering materials.</p>	
C	<p>SIGN FOR MATERIALS SUPPLIED. 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 MANAGER</p>	
D	<p>STORAGE OF MATERIALS The Contractor shall provide at his own risk and cost where directed on the site weather proof lock-up sheds and make good damaged or disturbed surfaces upon completion to the satisfaction of the PROJECT MANAGER. Nominated Sub-Contractors are to be made liable for the cost of any storage accommodation provided especially for their use.</p>	
Total to collection		

ITEM	DESCRIPTION	KSHS
A	<p>SAMPLES</p> <p>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.</p> <p>The Contractor shall pay for the testing in accordance with the current scale of testing charges laid down by the Ministry of Public Works.</p>	
B	<p>STORAGE OF MATERIALS</p> <p>The Contractor shall provide at his own risk and cost where directed on the site weather proof lock-up sheds and make good damaged or disturbed surfaces upon completion to the satisfaction of the PROJECT MANAGER. Nominated Sub-Contractors are to be made liable for the cost of any storage accomodation provided especially for their use</p>	
C	<p>SAMPLES</p> <p>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 thw 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 atbthe 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 Ministry of Public Works.</p> <p>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.</p>	
Total to collection		

ITEM	DESCRIPTION	KSHS
A	<p>GOVERNMENT ACTS REGARDING WORKPEOPLE ETC. 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.</p> <p>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 organisation of the works, supply and control of labour, etc., and allow accordingly in his tender. No claim in respect of want of knowledge in this connection will be entertained.</p>	
B	<p>SECURITY OF WORKS ETC. 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.</p>	
C	<p>PUBLIC AND PRIVATE ROADS. 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</p>	
Total to collection		

ITEM	DESCRIPTION	KSHS
A	<p>EXISTING PROPERTY. 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 MANAGER</p>	
B	<p>VISIT SITE AND EXAMINE DRAWINGS. 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.</p>	
C	<p>ACCESS TO SITE AND TEMPORARY ROADS. 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 (approximately 70 metres long) for the transport of the materials, plant and workmen as may be required for the complete execution of the works including 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, culverts, bridges, etc. and make good and reinstate all works and surfaces disturbed to the satisfaction of the PROJECT MANAGER.</p>	
D	<p>AREA TO BE OCCUPIED BY THE CONTRACTOR 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</p>	
Total to collection		

ITEM	DESCRIPTION	KSHS
A	<p>OFFICE ETC. FOR THE PROJECT MANAGER</p> <p>The contractor shall provide, erect and maintain where directed on site and afterwards dismantle a site office of the type noted in the particular preliminaries or as directed by the PROJECT MANAGER, complete with furniture. He shall also provide a strong metal trunk complete with strong hasp and staple fastening and two keys. He shall provide, erect and maintain a lock- up type water or bucket closet for the sole use of the PROJECT MANAGER including making temporary connections to the drain where applicable to the satisfaction of Government and Medical Officer of Health 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 office and closet shall be completed before the contractor is permitted to commence the works. 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.</p>	
B	<p>WATER AND ELECTRICITY SUPPLY FOR THE WORKS</p> <p>The Contractor shall provide at his own risk and cost all necessary water, electric light and power required for use in the works. The Contractor must make his own arrangements for connection to the nearest suitable water main and for metering the water used. He must also provide temporary tanks and meters as required at his own cost and clear away when no longer required and make good on completion to the entire satisfaction of the PROJECT MANAGER . The Contractor shall pay all charges in connection herewith. 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.</p>	
B	<p>SANITATION OF THE WORKS</p> <p>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</p>	
Total to collection		

ITEM	DESCRIPTION	KSHS
A	<p>SUPERVISION AND WORKING HOURS 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.</p>	
B	<p>PROVISIONAL SUMS. 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 mentioned in Condition No. 16 of the conditions of Contract. Such sums are net and no addition shall be made to them for profit.</p>	
C	<p>PRIME COST (OR P.C.) SUMS. 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 mentioned in Condition No. 16 of the conditions of Contract. Persons or firms nominated by the PROJECT MANAGER to execute work or to provide and fix materials or goods as stated in Condition No. 20 of the Conditions of Contract are described herein as Nominated Sub-Contractors. Persons or firms so nominated to supply goods or materials are described herein as Nominated Suppliers.</p>	
D	<p>PROGRESS CHART. 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 proceeds.</p>	
Total to collection		

ITEM	DESCRIPTION	KSHS
A	<p>ADJUSTMENT OF P.C. SUMS.</p> <p>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"</p>	
B	<p>ADJUSTMENT OF P.C. SUMS. Ctd.....</p> <p>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.</p>	
C	<p>ADJUSTMENT OF PROVISIONAL SUMS.</p> <p>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 as described for Variations in Conditions No. 13 of the Conditions of Contract, 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.</p>	
D	<p>NOMINATED SUB-CONTRACTORS</p> <p>When any work is ordered by the PROJECT MANAGER to be executed by nominated sub-contractors, the Contractor shall enter into sub-contracts as described in Condition No. 20 of the Conditions of Contract 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 P.C. Sums under the description "add for Attendance".</p>	
	Total to collection	

ITEM	DESCRIPTION	KSHS
A	<p>DIRECT CONTRACTS</p> <p>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 the priced Bills of Quantities will be adjusted as described for P.C. Sums and allowed.</p>	
B	<p>ATTENDANCE UPON OTHER TRADESMEN, ETC.</p> <p>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.</p>	
C	<p>CONTRACTOR'S SUPERINTENDENCE/SITE AGENT</p> <p>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 give his whole experience in the kind of work involved and shall give his whole time to the superintendence of the works. Such Agent or Representative shall receive on behalf of the Contractor all directions and instructions from the Project Manager and such directions shall be deemed to have been given to the Contractor in accordance with the Conditions of Contract.</p>	
	Total to collection	
	<i>Brought forward from Page 8</i> <i>Brought forward from Page 9</i> <i>Brought forward from Page 10</i> <i>Brought forward from Page 11</i> <i>Brought forward from Page 12</i> <i>Brought forward from Page 13</i> <i>Brought forward from Page 14</i> <i>Brought forward from Page 15</i> <i>Brought forward from Page 16</i> <i>Brought forward from Page 17</i> <i>Brought forward from Above</i>	
	TOTAL FOR GENERAL PRELIMINARIES CARRIED TO GRAND SUMMARY	

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>PROPOSED WARD ADMINISTRATION OFFICES</u>				
	<u>ELEMENT NO. 1</u>				
	<u>SUBSTRUCTURE (ALL PROVISIONAL)</u>				
A	Clear site of all grass, bushes, shrubs, undergrowth and small trees including grubbing up roots and burn arisings.	195	SM		
B	Excavate to remove top soil comencing from ground level, average depth 150mm and dispose as directed	195	SM		
C	Excavate oversite to reduce levels not exceeding 1.5m deep starting from stripped level	44	CM		
D	Excavate for strip foundation trenches not exceeding 1.5 metres deep from reduced level	102	CM		
E	Ditto to columns	9	CM		
F	Excavate for rock in all classes	5	CM		
	<u>Backfilling</u>				
G	Return, fill and ram selected excavated material around foundations and columns	62	CM		
	<u>Disposal</u>				
H	Load and cart away from site surplus excavated material to designated dumping sites.	49	CM		
	<u>Disposal of water</u>				
J	Allow for keeping all excavations free from all water by pumping or otherwise	1	ITEM		
	<u>Planking and strutting</u>				
K	Allow for planking, strutting and shoring to sides of all excavations to keep excavations free from all fallen materials	1	ITEM		
TOTAL CARRIED TO COLLECTION					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>Substructures (cont....d)</u>				
	<u>Imported filling</u>				
A	300mm thick hardcore bed hand packed watered and compacted in 150 mm thick layers	145	SM		
B	50mm Thick approved quality murrum or quarry dust blinding to surfaces of hardcore (m.s) to receive	145	SM		
	<u>Damp-Proof membrane</u>				
C	1000 gauge polythene damp proof membrane or equal and approved laid over blinded hardcore (m.s) with 200 mm end and side laps (measured net-no	168	SM		
D	Termidor 25 EC" or other equal and approved anti-termite chemical treatment applied by an approved pest control specialist with a 10 year warranty strictly applied according to manufacturer's printed	168	SM		
	<u>Concrete work</u>				
	<u>50mm thick blinding in plain concrete (1:4:8) in:-</u>				
E	Strip footing	68	SM		
F	Column bases	6	SM		
	<u>Vibrated reinforced concrete (1:2:4/20-20mm) aggregate as described in:</u>				
G	Foundation strip footing	14	CM		
H	150mm thick ground floor slab	168	SM		
J	Column bases	2	CM		
K	Starter columns	1	CM		
TOTAL CARRIED TO COLLECTION					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>Reinforcement (All Provisional)</u>				
A	<u>Steel mesh fabric reinforcement to BS 4483</u> B.R.C fabric mesh reinforcement ref: A142(measured net-no allowance made for laps)	168	SM		
	<u>Supply, cut, bend and fix the following reinforcement bars including tying wire, stirrups and spacer blocks to B.S. 4461</u>				
B	<u>Strip footing</u> 10mm Dia (D10)	455	KG		
C	<u>Column bases</u> 12mm Ditto (D12)	80	KG		
D	<u>Starter Columns</u> 12mm Ditto (D12)	15	KG		
E	8mm Ditto (D8)	10	KG		
	<u>Load bearing natural stone rough foundation walling in cement and sand mortar</u>				
F	200mm thick rough chisel dressed natural stone walling bedded and jointed in cement and sand (1:3) mortar and reinforced with 25x3mm thick hoop iron in every alternate course	142	SM		
	<u>DPC</u>				
G	200mm thick wide cabro damp proofing membrane (course) including levelling	113	LM		
	<u>Sawn form work to:</u>				
H	Edges of floor slab 75-150mm	58	LM		
J	Sides of strip footing	45	SM		
K	20mm thick C/S (1:3) plaster to plinth	24	SM		
L	Apply 2 coats of Bituminous paint to plinth	24	SM		
TOTAL CARRIED TO COLLECTION					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	Paving Slabs 600mm x 600mm x 50mm thick precast concrete (1:2:4 class 20/15mm) paving slabs with minimum crushing strength of 20N/mm ² laid to required falls and cambers including 50mm thick stabilizing sand bed; jointed and neatly pointed in cement and sand (1:3) mortar	30	SM		
	TOTAL CARRIED TO COLLECTION				
	COLLECTION <i>Total carried from page 20</i> <i>Total carried from page 21</i> <i>Total carried from page 22</i> <i>Total carried from Above</i>				
TOTAL FOR SUBSTRUCTURE CARRIED TO BUILDER'S WORK					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO.2</u>				
	<u>R.C SUPERSTRUCTURE</u>				
	<u>Vibrated reinforced concrete class 20/20 in:- (1:2:4)</u>				
A	Beams	7	CM		
B	Columns	1	CM		
	<u>Reinforcement (All Provisional)</u>				
	<u>Supply, cut, bend and fix the following reinforcement bars including tying wire, stirrups and spacer blocks to B.S. 4461</u>				
	<u>To beams</u>				
C	12mm diameter bars (D12)	403	KG		
D	8mm diameter bars (D8)	198	KG		
	<u>To Columns</u>				
E	12mm diameter bars (D12)	34	KG		
F	8mm diameter bars (D8)	13	KG		
	<u>Sawn formwork to :-</u>				
G	Sides and soffits of beams	74	SM		
H	Sides of columns	6	SM		
TOTAL FOR R.C SUPERSTRUCTURE CARRIED TO BUILDER'S WORK					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO.3</u>				
	<u>WALLING</u>				
	<u>Approved machine cut stone load bearing (6N/mm²) masonry walling, bedded jointed and pointed in cement sand (1:3) mortar and reinforced in 25x3mm wide hoop irons in every alternate course to approval; including raking</u>				
A	200mm thick walling (External walls)	92	SM		
B	Ditto to Internal walls	102	SM		
C	Ditto to Gable walls	19	SM		
TOTAL FOR WALLING CARRIED TO BUILDER'S WORK SUMMARY					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO.4:</u>				
	<u>ROOFING (All Provisional)</u>				
	<u>Roof Construction</u>				
	<u>Sawn cypress, second grade; well seasoned and treated with approved wood preservative; with and including all jointing and connection (packing piece, bolts, etc.) as necessary; in roof</u>				
	<u>The following in trusses and/or independent member</u>				
A	225 x 75mm Ridge board	26	LM		
B	150 x 50mm truss Rafter (inclusive of Valley, Hip and Common rafters)	196	LM		
C	Ditto to kingpost	33	LM		
D	Ditto to Struts and ties	160	LM		
E	75x50mm purlins and battens	276	LM		
F	150x50mm wall plate; fixed to concrete or masonry with and including approved bolts at 100mm centers	62	LM		
	<u>Roof Covering</u>				
G	28G Box profile IT5 Sheets	222	SM		
H	Matching ridge/valley/hip	31	LM		
TOTAL CARRIED TO ROOF COLLECTION					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>Rain water Disposal</u>				
A	180mm half-round heavy gauge UPVC gutter as "metro" or equal and approved fixed to fascia board with and including matching brackets at 500mm centers, bends gutter spout and out lets for connection to down pipes by outs all in accordance with architect drawings	38	LM		
C	100mm diameter rainwater UPVC down pipe with matching brackets at 1000mm centers	5	LM		
D	Extra-over down pipe for 100mm bend	2	NO		
E	Extra over for shoe	2	NO		
F	Extra over for stop ends	4	NO		
TOTAL CARRIED TO ROOF COLLECTION BELOW					
	<i>Total carried from Page 26</i> <i>Total carried from Above</i>				
TOTAL FOR ROOF CARRIED TO BUILDER'S WORK SUMMARY					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO. 5:</u>				
	<u>WINDOWS</u>				
	<u>Supply and fix the following in purpose made steel casement windows in heavy duty 'T' and 'Z' section frame including mullions, transomes in built mosquito gauze permanent vents hood with at top, high quality heavy duty polished brass iron mongery to M/S kensmetal LTD or other equal and approved fasteners, widow stays, fixing lags and apply primer before fixing (small panel windows)</u>				
A	Window overall size 1500 wide x 1200 mm high	14	NO		
B	Ditto but to size 1200 x 1200mm high	2	NO		
C	Ditto but to size 600 by 900mm high	1	NO		
	<u>Aluminium Casement</u>				
	<u>Supply and fix powder coated 50 x 100mm aluminium framed door on 100 mm x 50 mm door frame; including glazing with 8 mm thick clear toughened glass; glazing secured to the framing with aluminium beading including waterproofing all joints using approved glazing strips and silicon sealing compounds; including all necessary approved ironmongery including stainless steel hinges, handles and locks, door stopper; all to Architects approval and detail drawings</u>				
D	To single leaf door overall size 1500x1200mm high.	1	NO		
E	Ditto to 1600x1200mm high	1	NO		
	<u>Curtain Rods</u>				
C	25 mm Diameter Double curtain rod complete with decorative finials, all and including fixing brackets, adjustable bolts, rollers 150 mm laps, runners, rings and end stops; painted to approval	30	LM		
TOTAL CARRIED TO COLLECTION					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>Burglar Proofing</u>				
A	Purpose made mild steel window burglar proofing comprising 25 x 25 x 3mm RHS frame, 25 x 25 x 3mm RHS mullions at 460mm centres and 16mm square bars at 150mm centres vertically welded to transomes and units assembled together with 2 No. 50 x 50 mm RHS mullions to Architect's Details	29	SM		
	<u>Glazing</u>				
	<u>Clear Glass</u>				
B	4mm thick clear glass and glazing to metal putty in panes and including setting of edges of glass in wash leather in panel sizes	29	SM		
	<u>Prepare and apply one undercoat and two finishing coats of crown super gloss paint to:</u>				
C	To steel casement and burglar proofing (internally) (m.s)	29	SM		
D	Ditto but externally	29	SM		
E	Burglar Proofing	29	SM		
	<u>Window Cill</u>				
D	150 x 45mm thick precast concrete window cill weathered throated and bedded in cement and sand (1:3) mortar to racked external wall window cill: building ends to window jamb including painting with 3 coats of exterior acrylic paint.	29	LM	600	17,400
TOTAL CARRIED TO COLLECTION					
	<u>COLLECTION</u>				
	Total from page28				
	Total from Above				
TOTAL FOR WINDOWS CARRIED TO BUILDER'S WORK SUMMARY					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO. 6</u>				
	<u>DOORS</u>				
	<u>Steel Door</u>				
	<u>Supply, assemble and fix the following purpose made steel casement door to comply with BS 990 obtained from an approved manufacturer, once shoped primed with red oxide before delivery to site complete with hinges, handles, catches and building in lugs.</u>				
A	Steel casement Double leaf door overall size 1200x2400mm high, Panes sizes not exceeding 0.1 SM ; consisting of steel framing, bracing and infill to Architect's details and all necessary ironmongery	1	NO		
	<u>Wooden Door</u>				
B	45mm Thick Solid Core Flush door faced both sides, moulded and lipped all round overall size 800 x 2350 mm high.	7	NO		
C	Ditto to 1200 x 2350. Ref	1	NO		
	<u>Frames and finishing in wrot cypress</u>				
D	100 x 50mm frame once rebated to detail	47	LM		
F	40 x 25mm architrave	47	LM		
G	25mm diameter quadrant	47	LM		
	<u>Glazing</u>				
J	4mm thick clear glass and glazing to metal putty in panes and including setting of edges of glass in wash leather in panel sizes (fanlight)	2	SM		
TOTAL CARRIED TO COLLECTION					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>Doors (cont...d)</u>				
	<u>Iron mongery</u>				
	<u>Supply and fix the following "UNION" ironmongery with matching screws</u>				
A	Two lever mortice lock complete with brass handles	8	NO		
B	Three lever mortice lock complete with brass handles	1	NO		
C	100mm brass butt hinges	10.5	PRS		
C	Ditto to double door	3	PRS		
E	38mm diameter rubber door stop fixed to wall or floor	11	NO		
	<u>Prepare surfaces and apply two undercoats stainer and two finishing coats of varnish to:-</u>				
F	General surfaces of wooden doors (b.s.m)	36	SM		
G	Surfaces not exceeding 100mm girth	94	LM		
H	Surfaces exceeding 100mm but not exceeding 200mm girth	47	LM		
TOTAL CARRIED TO COLLECTION BELOW					
	<i>Total Carried from Page 30</i> <i>Total Carried from Above</i>				
TOTAL FOR DOORS CARRIED TO BUILDER'S WORK SUMMARY					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO. 7:</u>				
	<u>EXTERNAL FINISHES</u>				
	<u>Cement: Lime: Sand (1:3) render</u>				
A	25mm rendering to beams and columns finished with a wood float	25	SM		
	<u>Prepare surfaces and apply one undercoats stainer and two finishing coats of crown permacoat paint to:</u>				
B	General rendered surfaces externally	25	SM		
	<u>In wrot cypress</u>				
C	150x50mm Fascia/Barge board	62	LM		
	<u>Prepare and apply undercoat and two finishing coats of gloss oil paint on wooden surfaces to:-</u>				
D	Fascia & Barge board surfaces exceeding 200mm but no exceeding 300mm girth	62	LM		
	<u>Key Pointing</u>				
E	Extra over walling for key pointing externally; patterns to Architect's approval	97	SM		
TOTAL FOR EXTERNAL FINISHES CARRIED TO BUILDER'S WORK SUMMARY					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO. 8</u>				
	<u>INTERNAL FINISHES</u>				
	<u>Floors</u>				
	<u>Floor screed</u>				
A	15mm thick screed, cement and sand (1:4)	148	SM	380	56,240.00
	<u>Glazed ceramic tiles bedding and jointing in cement and sand (1:3) mortar and flush pointed with white cement:non-slip</u>				
B	400 x 400 x 8mm Thick tiles	148	SM		
C	Ditto to skirting 100mm	137	LM		
	<u>Ceiling Finishes</u>				
	<u>Sawn cypress</u>				
D	50x50mm brandering	545	LM		
E	12mm chip board ceiling board fixed to brandering (m.s)	168	SM		
F	Extra over ceiling for trap door/access panel size 600 <u>Cornice</u>	1	NO		
G	100x50mm moulded cornice plugged	154	LM		
	<u>Prepare and apply three coats first grade silk vinyl emulsion paint on appropriate basecoat and shade to approval: on plastered surfaces: to</u>				
H	Ceiling surfaces	168	SM		
J	Cornice: over 100 but not exceeding 200 mm girth	154	LM		
TOTAL CARRIED TO COLLECTION					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>Walls</u>				
	<u>Cement and sand (1:4) backing</u>				
A	15 mm thick to receive coloured glazed wall tiles	1	SM		
	<u>Glazed ceramic tiles bedding and jointing in cement and sand (1:3) mortar and flush pointed with white cement:</u>				
B	400 x 250 x 8mm Thick tiles	1	SM		
	<u>Cement and sand (1:3) plaster</u>				
C	15mm Thick to wall surfaces	417	SM		
	<u>Prepare and apply three coats of premium quality silk vinyl paint as "Basco Paints - Duracoat" or "Crown Paints" or equal and approved to:-</u>				
D	Plastered walls	417	SM		
TOTAL CARRIED TO COLLECTION BELOW					
	<u>COLLECTION</u>				
	<i>Total carried from page 33</i>				
	<i>Total carried from page above</i>				
TOTAL FOR INTERNAL FINISHES CARRIED TO SUMMARY					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO.9</u>				
	<u>FITTING AND FIXTURES (ALL PROVISIONAL)</u>				
	<u>Kitchen Worktops</u>				
	<u>Insitu Finishings</u>				
	<u>The following in worktops; 600mm wide x 950mm high</u>				
	<u>Plain concrete class 20 as described in: -</u>				
A	100mm thick worktop	3	SM		
B	Ditto to benching	3	SM		
	<u>Fabric; B.S. 4483</u>				
C	Reference A142 mesh 200 x 200 mm, weight 2.22 kgs per square meter (measured net - no allowance made for laps)including bends, tying wire and distance blocks	3	SM		
	<u>Sawn formwork to :-</u>				
D	Soffits of worktops	3	SM		
E	Edges of concrete worktops 75-150mm girth	4	LM		
F	Ditto to benching	4	LM		
G	Form boxing in formwork for sinks	1	NO		
	<u>Walling</u>				
G	100 mm thick walling reinforced with hoop iron at alternate courses approved local natural stone walling; chisel dressed both sides; bedding, jointing and pointing in cement sand (1:3) mortar	2	SM		
TOTAL CARRIED TO COLLECTION					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>In situ Finishings</u>				
	<u>12mm thick cement sand (1:3) screed, steel trowelled as described in: -</u>				
A	To top and sides of concrete worktops	3	SM		
B	Benching	3	SM		
C	Walling	2	SM		
	<u>Finishings</u>				
D	30mm thick terrazzo chipping to worktop	3	SM		
E	Sides of worktop	4	LM		
	<u>Painting and decorations</u>				
	<u>Prepare and apply one undercoat and three coats of first quality plastic emulsion paint to:</u>				
	=				
F	Plastered surfaces; walling	2	SM		
	<u>In Wrot cypress</u>				
G	75 x 50 mm wrot frame for cupboards	7	LM		
H	25 x 25mm rounded quadrant.	7	LM		
J	50 x 25mm bearer	2	LM		
K	25mm thick blockboard shelving, lipped on all sides in hardwood	2	SM		
L	25 mm block board doors ditto	3	SM		
TOTAL CARRIED TO COLLECTION					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>Ironmongery</u>				
	<u>Supply and fix the following ironmongery to timber</u>				
A	Marpler hinges	4	PRS	220	
B	100mm aluminium D handles	4	NO	300	
C	50 mm Aluminium tower bolt	2	NO	450	
TOTAL CARRIED TO COLLECTION					
	<i>Total Carried from page 35</i> <i>Total Carried from page 36</i> <i>Total Carried from above</i>				
TOTAL FOR FITTINGS AND FIXTURES CARRIED TO SUMMARY					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>BUILDER'S WORK SUMMARY</u>				
A	SUBSTRUCTURE				
B	R.C SUPERSTRUCTURE				
C	WALLING				
D	ROOFING				
E	WINDOWS				
F	DOORS				
G	EXTERNAL FINISHES				
H	INTERNAL FINISHES				
J	JOINERY FITTINGS				
TOTAL FOR BUILDER'S WORK CARRIED TO GRAND SUMMARY					

ELECTRICAL BO FOR PROPOSED WARD ADMINISTRATION OFFICE

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>SUPPLY, INSTALL, TEST AND COMMISSION THE FOLLOWING: -</u>				
A.	<u>LIGHTING POINTS</u> Lighting points wired in 3 x 1.5 mm ² sc-pvc-cu cables (E.A) drawn inside 20 mm diameter hg pvc conduits c/w all necessary accessories	17	NO		
B.	<u>LIGHTING FITTINGS</u> Light fittings c/w fixing accessories as follows: - (i) 4FT LED florescent fitting c/w necessary accessories	13	NO		
	(ii) 50watts LED floodlight as vellmax/approved equivalent.	4	NO		
C.	<u>SWITCHES</u> 10A molded ivory switch plates as MK /approved equivalent as follows: - (i) One gang one way	9	NO		
	ii) Two gang two way	1	NO		
D.	<u>EARTH SYSTEM & OTHER ITEMS</u> (I) Electrical earthing comprising 6.0mm ² sc-pvc-cu cables (E.A) drawn inside 20 mm HG pvc conduits, 1500 mm x 15 mm diameter copper electrodes c/w clamps, pre-cast concretes, inspection pits and covers.	LOT	LOT		
	(ii) Standard cable loop-in box made from gauge 14swg	1	NO		
	(iii) 60/80 amps double pole cut-out c/w HRC fuses as Henry's	1	NO		
E.	<u>SUB-MAINS CABLES/OTHER ITEMS</u> Sub-mains wired in 3 x 6.0mm ² SC-PVC-CU Cables (E.A) drawn inside 32mm diameter PVC HG Conduit c/w all necessary fixing accessories inclusive hacking the wall to accommodate the conduits.	10	L.M		
	CARRIED TO COLLECTION		KSHS.		

ELECTRICAL BQ FOR PROPOSED WARD ADMINISTRATION OFFICE

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<i>Brought from above</i>				
F.	CONSUMER UNITS / DISTRIBUTION BOARDS				
	6- way consumer unit flush mounted on wall c/w a 100 SP/N integral isolator as ABB/approved equivalent	1	NO		
	Single pole miniature circuit breaker to fit the above consumer unit as follows: -				
	(i)10 amps sp	2	NO		
	(ii)32 amps sp	2	NO		
	(iii)45 amps sp	1	NO		
G	<u>SOCKET OUTLET/POWER POINTS</u>				
	(i)Socket outlet points wired in 3 x 2.5 mm ² SC-P.V.C-CU cables drawn inside 25 mm diameter p.v.c conduits c/w all necessary accessories	18	NO		
	(ii)13A 2 gang switched molded socket outlet plate as MK/approved equivalent	18	NO		
H.	<u>COOKER POINTS</u>				
	(i)Cooker points wired in 3 x 6.0 mm ² sc-pvc-cu cables (E.A) drawn inside 32 mm diameter hg pvc conduits c/w all necessary accessories.	1	NO		
	(ii) cooker connector	1	NO		
	(iii)45amps cooker unit as MK c/w neon indicator and incooperated with socket outlet	1	NO		
I.	<u>PHOTOCELL POINTS</u>				
	(i)Photocell point wired in 3x 1.5mm ² PVC copper cable [EA] drawn in 20mm heavy gauge PVC conduits	1	NO		
	ii)Photocell switch complete with all necessary accessories.	1	NO		
J	Allow for KPLC connection	item	item		
	TOTAL FOR ELECTRICAL WORKS CARRIED TO GRAND SUMMARY				

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
	MECHANICAL WORKS				
	SUPPLY AND INSTALL THE FOLLOWING ITEMS ACCORDING TO SPECIFICATION GIVEN				
	FITTINGS AND FIXTURES:				
	STORAGE TANKS:				
A.	Supply and Install plastic water tank of capacity 2000Litres as kentank or equal approved equivalent placed on tank base	1	NO.		
(i)	Brass ABS thread size 25mm with ballcock to be fitted inside the tank to prevent tank overflow after filled with water	1	NO.		
(ii)	Bulkhead size 25mm diameter	1	NO.		
(iii)	Install chrome bib taps in washing areas like bathrooms,kitchen,and storage tanks to supply clean waater effectively	5	NO.		
B.	KITCHEN SINK:				
	Stainless steel water Bowls Double tap.double bowl drainer size 100mmx100mm	1	NO.		
(i)	20mm' diameter wall type chrome plated heavy duty swan neck bib tap, long nose with star handles Ref 206. The tap shall be as 'Cobra Watertech'	2	NO.		
(ii)	1 1/2" chrome plated sink grid waste, 70mm diameter flange, 45 mm long shank, unslotted with plug, chain and backnut. The grid waste shall be as 'Cobra Watertech Ref. No. 316'	2	NO.		
(iii)	1 1/2" tubular plastic P-trap, 75mm seal, with reverse nut entry with BSP thread and universal compression outlet. The trap shall be as "Terrain" Ref.No. 631.	2	NO.		
(iv)	Pair of support brackets fixed on wall.	4	NO.		
TOTAL CARRIED TO COLLECTION					

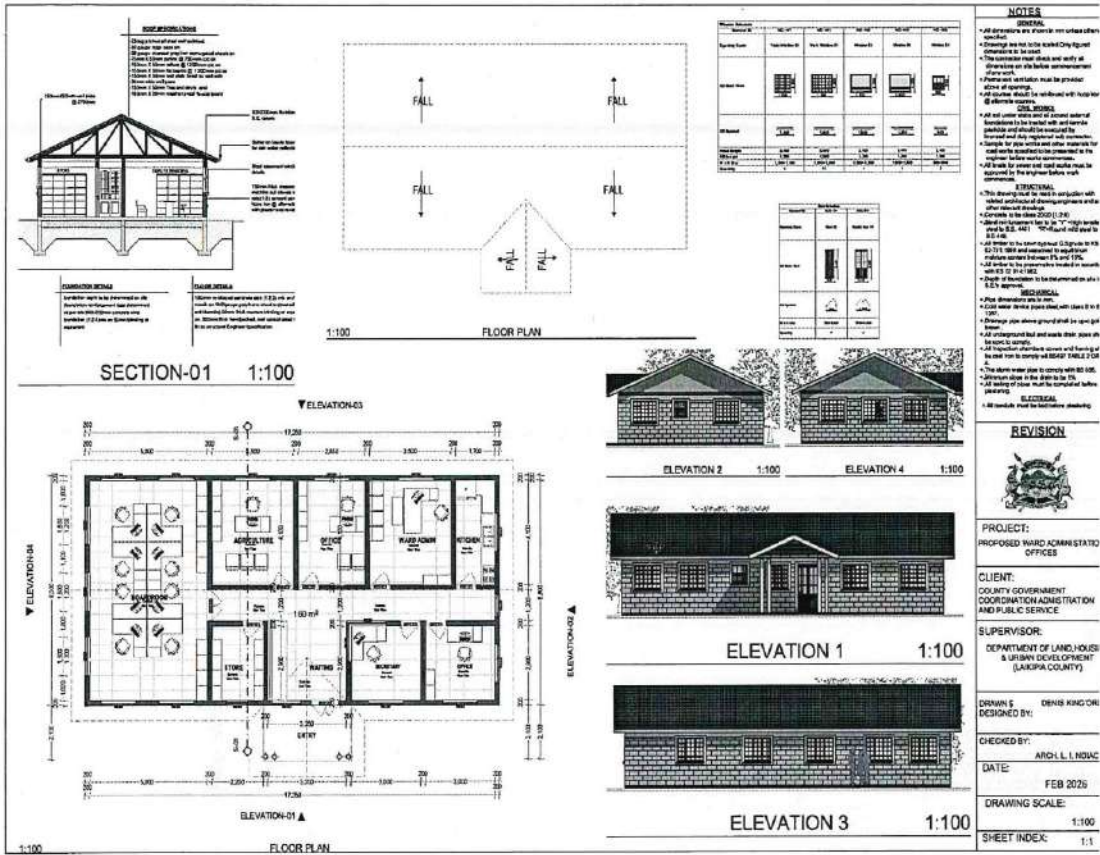
ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
	FITTINGS AND FIXTURES CONTINUED				
A.	SOAP DISPENSER: Supply and fix soap dispenser as stir mix capacity 1Litre.	1	NO.		
B.	SOAP TRAY: Vitrous China soap tray white in colour and recessed into wall, size 165x165mm to be as Twyford VC9808WH.	1	NO.		
C.	KITCHEN WORK TOP: Concrete Work surface in the kitchen size 1000mm height 600mm wide and 6000mm long fitted with Matte tiles on top surface and lockable base storage cabinet beneath the top surface	1	SUM.		
D.	KITCHEN WALL CABINET: Lockable 9000mm long by 600mm Wide by 1000mm heigh kitchen cabinet made of MDF fitted on the wall	2	NO.		
E.	TANK BASE: Excavate trenches starting from ground level and construct tank base 2M diameter and 0.5m height above ground levels using natural stones and hardcore well compacted. Cast slab concrete 100mm thickness using class 1.2.4 on top of well compacted hardcore. use trowel to obtain smooth finish externally and on the top	1	NO.		
TOTAL CARRIED TO COLLECTION.					
	COLLECTIONS From page 4 1 . From above.				
TOTAL FOR FITTINGS AND FIXTURES CARRIED TO SUMMARY					

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
	FIRE FIGHTING EQUIPMENTS				
	SUPPLY AND INTALL FIRE FIGHTING QUIPMENTS ACCORDING TO SPECIFICATIONS GIVEN				
	DRY POWDER:				
A	9Kg dry powder fire extinguisher with normal charge and with mounting brackets.	2	NO.		
	FOAM:				
B.	9 litres AFFF muilt purpose foam spray FE c/w cartridge and wall fixing blackets	2	NO.		
	SWINGING FIRE HOSE REEL:				
C.	Swinging Type Hose Reel C/W 30MX19M hose ,tubing, spray nozzle and valve 30M long hose tube.	1	NO.		
	TOTAL FOR FIRE FIGHTING EQUIPMENTS CARRIED TO SUMMARY				

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
	INTERNAL PLUMBING: <u>Supply,deliver,Install and test PPR,PN pipes and fittings as described and shown on the drawings.Rates must allow.</u>				
	PPR PN PIPEWORK:				
A.	20mm ditto	5	LM.		
	BENDS/ELBOWS:				
B.	20mm diameter	5	NO.		
	EXTRA OVER GMS PIPEWORK FOR THE FOLLOWING TEES/UNIONS:				
	TEES:				
C.	20mm diameter	5	NO.		
	UNIONS:				
D.	20mm diameter	5	NO.		
	VALVES:				
E.	Gate valves 20mm diameter Peglar type	1	NO.		
	SOCKETS:				
F.	20mm diameter (Male \$ Female \$ Plain)	5	NO.		
	NIPPLES:				
G.	20mm diameter	5	NO.		
	ADJOINING PPR PIPE TO THE OFFICE BLOCK				
H.	20 mm diameter ppr pipe from the stand pipe to the proposed building	50	LM.		
	EXCAVATION OF TRENCH FOR ADJOINING PIPES				
J.	Excavate trench 300mm wide 50m long for ppr pipe from stand pipe layed to excavated trench include the backfill to proposed building not exceeding 600mm deep	9	CM.		
	CHASING WALL				
K.	Allow for chasing; in wall; for small diameter pipes to be used for internal pipeworks	1	SUM.		
	CUTTING HOLES				
L.	Allow for cutting holes;through walls,for small diameter PPR pipes to be used for internal pipeworks	1	SUM.		
TOTAL FOR INTERNAL PIPEWORK CARRIED TO SUMMARY					

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
	FOUL DRAINAGE				
A.	UPVC 100mm DIAMETER PIPE TO THE SOAKPIT 100 mm diameter drainage pipes heavy duty golden brown layed to the excavated trench to the soakpit	10	LM		
B.	EXCAVATION OF TRENCH FOR UPVC PIPE Excavate drain trenches starting from the ground level grade and complete bottoms including backfilling above bends and surrounds and removing surplus excavated materials from site trench size 10m long and 300mm wide not exceeding 600mm deep	2	CM		
C.	INSPECTION CHAMBER. 1 IN NUMBER				
i	Manhole Excavation (600mm long by 600mm wide by 600mm deep)	1	CM		
ii	Blinding 50mm thick	1	SM		
iii	Walling 200mm thick in mortal of 1.3 mix	3	SM		
iii	Internal plastering mortal 1.3mix	3	SM		
iv	Manhole Composite Cover size 450mm by 450mm	1	NO.		
D.	SOAKPIT 2M LONG BY 2M WIDE BY 3M DEPTH				
i	Excavate Soakpit 0-1.5M	6	CM		
ii	Excavate 1.5 -3.0m	6	CM		
iii	Hardcore filling 300mm thick	12	CM		
iv	50mm thick blinding top sides of soakpit	3	SM		
v	Construct courses 200mm thick natural stone walling in mortal 1.3 mix upto 600mm height	5	SM		
vi	Composite manhole cover size 1500mm by 1500 m	1	NO		
TOTAL FOR FOUL DRAINAGE CARRIED TO SUMMARY					

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
	MECHANICAL WORKS SUMMARY				
A.	FITTINGS AND FIXTURE.				
B.	FIRE FIGHTING EQUIPMENTS.				
C.	INTERNAL PIPEWORKS.				
D.	INTERNAL AND ABOVE DRAINAGE.				
E.	FOUL DRAIANGE.				
TOTAL FOR MECHANICAL WORKS CARRIED TO GRAND SUMMARY					



COUNTY WORKS OFFICE
 PUBLIC WORKS
 KIPKIA COUNTY
 03-03-2024

PROPOSED WARD ADMINISTRATION OFFICE

GRAND SUMMARY			
ITEM	DESCRIPTION	TENDERERS AMOUNT	OFFICIAL USE ONLY
1	PARTICULAR PRELIMINARIES FROM PAGE 8		
2	GENERAL PRELIMINARIES FROM PAGE 16		
3	BUILDER'S WORK FROM PAGE 38		
4	ELECTRICAL WORKS FROM PAGE 40		
5	MECHANICAL WORKS FROM PAGE 47		
SUB-TOTAL			
6	ADD V.A.T 16%		
TOTAL CARRIED TO FORM OF TENDER			

Amount of tender in words: Kenya

Shillings.....

Tenderer's signature and stamp.....

Date.....

Witness: Name and signature.....

Description.....

Address.....

Date.....

[Handwritten Signature]
 COUNTY QUANTITY SURVEYOR
 LAIKIPIA COUNTY
 DEPT. OF PUBLIC WORKS
 P. O. Box 67 - 10400, NANYUKI
 23.3.2026

