



TURKANA COUNTY GOVERNMENT

STANDARD TENDER DOCUMENT

FOR

**COMPLETION OF OFFICE BLOCK AND ADMINISTRATION
STATION, TOILETS AND FENCE WITH GATE**

Closing/Opening Date: 23rd DECEMBER 2021

Closing /Opening Time: 12:00 NOON

DECEMBER 2021

Table of Contents

TURKANA COUNTY GOVERNMENT.....	1
PART 1 - TENDERING PROCEDURES.....	9
SECTION I: INSTRUCTIONS TO TENDERERS.....	9
A General Provisions.....	9
Fraud and Corruption.....	9
Eligible Tenderers.....	9
Eligible Goods, Equipment, and Services.....	11
Tenderer's Responsibilities.....	11
B. Contents of Tender Documents.....	11
Sections of Tender Document.....	12
PART 1 Tendering Procedures.....	13
PART 2 Works Requirements.....	13
PART 3 Conditions of Contract and Contract Forms.....	13
Site Visit.....	13
Pre-Tender Meeting.....	13
Clarification and amendments of Tender Documents.....	13
Amendment of Tendering Document.....	14
C. Preparation of Tenders.....	14
Cost of Tendering.....	14
Language of Tender.....	14
Documents Comprising the Tender.....	14
Form of Tender and Schedules.....	14
Alternative Tenders.....	15
Tender Prices and Discounts.....	15
Currencies of Tender and Payment.....	15
Documents Comprising the Technical Proposal.....	15
Documents Establishing the Eligibility and Qualifications of the Tenderer.....	16
Period of Validity of Tenders.....	17
Tender Security.....	17
Format and Signing of Tender.....	18
D. Submission and Opening of Tenders.....	18

Deadline for Submission of Tenders.....	19
Late Tenders.....	19
Withdrawal, Substitution, and Modification of Tenders.....	19
Tender Opening.....	19
E. Evaluation and Comparison of Tenders.....	20
Confidentiality.....	20
Clarification of Tenders.....	20
Deviations, Reservations, and Omissions.....	20
Determination of Responsiveness.....	20
Non-material Non-conformities.....	21
Arithmetical Errors.....	21
Currency provisions.....	22
Margin of Preference and Reservations.....	22
Nominated Subcontractors.....	22
Evaluation of Tenders.....	22
Comparison of Tenders.....	22
Abnormally Low Tenders.....	23
Abnormally High Tenders.....	23
Unbalanced and/or Front-Loaded Tenders.....	23
Qualifications of the Tenderer.....	23
Best Evaluated Tender.....	24
Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders.....	24
F. Award of Contract.....	24
Award Criteria.....	24
Notice of Intention to enter into a Contract.....	24
Standstill Period.....	24
Debriefing by the Procuring Entity.....	25
Letter of Award.....	25
Signing of Contract.....	25
Appointment of Adjudicator.....	25
Performance Security.....	25
Publication of Procurement Contract.....	25
Procurement Related Complaints.....	26
Section II - Tender Data Sheet (TDS).....	27

SECTION III - EVALUATION AND QUALIFICATION CRITERIA.....	29
General Provisions.....	29
Preliminary examination for Determination of Responsiveness.....	29
Multiple Contracts.....	33
OPTION 1.....	34
OPTION 2.....	35
Alternative Tenders (ITT 13.1): Not Applicable.....	35
Post qualification and Contract ward (ITT 39), more specifically,.....	35
History of non-performing contracts:.....	37
Pending Litigation.....	37
Litigation History.....	37
QUALIFICATION FORM SUMMARY.....	38
QUALIFICATION FORMS.....	41
1. FORM EQU: EQUIPMENT.....	41
FORM PER -1.....	42
Contractor's Representative and Key Personnel Schedule.....	42
Contractor' Representative and Key Personnel.....	42
Declaration.....	44
TENDERERS QUALIFICATION WITHOUT PRE-QUALIFICATION.....	45
FORM ELI -1.1 Tenderer Information Form.....	45
FORM CON - 2.....	47
Historical Contract Non-Performance,.....	47
5. 49: FORM FIN – 3.1.....	49
Financial Situation and Performance.....	49
5.5 FORM FIN – 3.2.....	50
Average Annual Construction Turnover.....	50
5. 52 FORM FIN – 3.3:.....	52
Financial Resources.....	52
5.7 FORM FIN – 3.4:.....	52
Current Contract Commitments / Works in Progress.....	52
5.8 FORM EXP - 4.1.....	53
General Construction Experience.....	53
5.9 FORM EXP - 4.2(a).....	54
Specific Construction and Contract Management Experience.....	54
10.1 FORM EXP - 4.2(b).....	55
Construction Experience in Key Activities.....	55
OTHER FORMS.....	56
FORM OF TENDER.....	56
TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE.....	59
Instruction to Tenderer.....	59

(a) Tenderer's details	59
DISCLOSURE OF INTEREST- Interest of the Firm in the Procuring Entity	60
Conflict of interest disclosure	61
CERTIFICATE OF INDEPENDENT TENDER DETERMINATION.....	62
SELF - DECLARATION FORMS.....	64
APPENDIX 1- FRAUD AND CORRUPTION.....	67
7. FORM OF TENDER SECURITY - DEMAND BANK GUARANTEE.....	69
FORM OF TENDER SECURITY (TENDER BOND).....	70
TENDER-SECURING DECLARATION FORM.....	71
Appendix to Tender.....	1
Schedule of Currency requirements	1
80M	12
APPROVED BY	13

INVITATION TO TENDER

PROCURING ENTITY: TURKANA COUNTY GOVERNMENT

CONTRACT NAME AND DESCRIPTION: TCG/ESSP/-----017-/2021-2022

**FOR COMPLETION OF OFFICE BLOCK AND ADMINISTRATION STATION, TOILETS AND FENCE WITH
GATE**

Turkana County Government invites sealed tenders for the COMPLETION OF OFFICE BLOCK AND ADMINISTRATION STATION, TOILETS AND FENCE WITH GATE for a **period of 4 months**

Tendering will be conducted under **National open competitive Method** using a standardized tender document.

Tendering is open to all eligible, qualified and interested Tenderers.

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

**Director Supply Chain Management Services
Turkana County Government Offices,
P.O Box 11– 30500,**

**Tel.
Lodwar, Kenya.
Website: www.turkana.go.ke**

Tender documents may be viewed and downloaded for free from the website www.turkana.go.ke or www.tenders.go.ke. Tenderers who download the tender document must forward their particulars immediately to

Director Supply Chain Management Services, Turkana County Government, P. o. Box 11. 30500, Lodwar;

email..... to facilitate any further clarification or addendum

All Tenders must be accompanied by a tender security of Kenya shillings **One hundred Thousand (100,000)** only.

Submitted Tenders must be chronologically serialized. The Turkana County Government will not whatsoever take liability of any missing page of the bidder's document.

Completed tenders must be delivered to the address below on or before **23rd DECEMBER 2021 at 12:00 NOON EAT.**

Electronic Tenders **will** be permitted.

Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who

choose to attend at the address below.

Late tenders will be rejected.

The addresses referred to above are:

Address for obtaining further information and for purchasing tender documents

Director Supply Chain Management Services

County Headquarters,

P.O Box 11, 30500 Lodwar,

Tel.

Nairobi, Kenya.

Website: www.turkana.go.ke

Email:

Address for Submission of Tenders.

ATT: The County Secretary

Turkana County Government

County Headquarters,

P.O Box 11 – 30500, Lodwar,

Address for Opening of Tenders.

Turkana County Government

County Headquarters

Supply Chain Management Department Boardroom

Director Supply Chain Management Service

PART 1 - TENDERING PROCEDURES

SECTION I: INSTRUCTIONS TO TENDERERS

A General Provisions

Scope of Tender

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**.

Fraud and Corruption

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.

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.

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.

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 being tendered for. The Procuring Entity shall indicate in the **TDS** firms (if any) that provided consulting services for the contract being tendered for. The Procuring Entity shall check whether the owners or controllers of the Tenderer are same as those that provided consulting services. The Procuring Entity shall, upon request, make available to any tenderer information that would give such firm unfair competitive advantage over competing firms.

Eligible Tenderers

A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 3.7 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. Public employees and their close relatives (*spouses, children, brothers, sisters and uncles and aunts*) are not eligible to participate in the tender. 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. The maximum number of JV members shall be specified in the **TDS**.

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.

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:

Directly or indirectly controls, is controlled by or is under common control with another tenderer; or

Receives or has received any direct or indirect subsidy from another tenderer; or

Has the same legal representative as another tenderer; or

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

Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender; or

any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as Engineer for the Contract implementation; or

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

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; or

would 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.

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

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. A firm that is not a tenderer or a JV member may participate as a subcontractor in more than one tender. 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 Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.8. 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.

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.

Tenderers that are state-owned enterprises or institutions may be eligible to compete and be awarded a Contract(s) only if they are accredited by PPRA to be (i) a legal public entity of the state 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.

A Firms and individuals may be ineligible if their countries of origin (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.

Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national 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 in for this purpose is be provided in “SECTION III - EVALUATION AND QUALIFICATION CRITERIA, Item 9”.

Pursuant to the eligibility requirements of ITT 4.10, 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.

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.

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

A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a valid tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

Eligible Goods, Equipment, and Services

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

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.

Tenderer's Responsibilities

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.

The tenderer, at the tenderer's own responsibility and risk, is encouraged to visit and examine 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.

The Tenderer and any of its personnel or agents will be granted permission by the Procuring Entity to enter upon its premises and lands for the purpose of such visit. The Tenderer shall indemnify the Procuring Entity 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 inspection.

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

Sections of Tender Document

The tender document consists of Parts 1, 2, and 3, which includes all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITT 8.

PART 1 Tendering Procedures

Section I - Instructions to Tenderers (ITT)

Section II - Tender Data Sheet (TDS)

Section III - Evaluation and Qualification Criteria

Section IV - Tendering Forms

PART 2 Works Requirements

Section V - Drawings

Section VI - Specifications

Section VII - Bills of Quantities

PART 3 Conditions of Contract and Contract Forms

Section VIII - General Conditions of Contract (GCC)

Section IX - Special Conditions of Contract (SC)

Section X - Contract Forms

The Invitation to Tender Document (ITT) issued by the Procuring Entity is not part of the Contract documents.

Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the Tender document, responses to requests for clarification, the minutes of the pre-Tender meeting (if any), or Addenda to the Tender document in accordance with ITT 8. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.

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.

Site Visit

The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the Site of the Required Services and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for the Services. The costs of visiting the Site shall be at the Tenderer's own expense.

Pre-Tender Meeting

The Procuring Entity shall specify in the TDS if a pre-tender meeting will be held, when and where. The Procuring Entity shall also specify in the TDS if a pre-arranged pretender site visit will be held and when. The Tenderer's designated representative is invited to attend a pre-arranged pretender visit of the site of the works. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

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.

Minutes of the pre-Tender meeting and the pre-arranged pretender site visit of the site of the works, 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 in accordance with ITT 6.3. Minutes shall not identify the source of the questions asked.

The Procuring Entity shall also promptly publish anonym zed (no names) Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the works at the web page identified in the TDS. Any modification to the Tender Documents that may become necessary as a result of the pre-tender meeting and the pre-arranged pretender site visit, 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. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

Clarification and amendments of Tender Documents

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 and the pre-arranged pretender visit of the site of the works if provided for in accordance with ITT 8.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the TDS prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender

Documents in accordance with ITT 6.3, including a description of the inquiry but without identifying its source. If 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 appropriately following the procedure under ITT 8.4.

Amendment of Tendering Document

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

Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 8.4.

To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 25.2 below.

C. Preparation of Tenders

Cost of Tendering

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

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.

Documents Comprising the Tender

The Tender shall comprise the following:

Form of Tender prepared in accordance with ITT 14;

Schedules including priced Bill of Quantities, completed in accordance with ITT 14 and ITT 16;

Tender Security or Tender-Securing Declaration, in accordance with ITT 21.1;

Alternative Tender, if permissible, in accordance with ITT 15;

Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 22.3;

Qualifications: documentary evidence in accordance with ITT 19 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;

Conformity: a technical proposal in accordance with ITT 18;

Any other document required in the TDS.

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

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.

Form of Tender and Schedules

14.1 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.

Alternative Tenders

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

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.

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. 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.

Tender Prices and Discounts

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.

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.

The price to be quoted in the Form of Tender, in accordance with ITT 14.1, shall be the total price of the Tender, including any discounts offered.

The Tenderer shall quote any discounts and the methodology for their application in the Form of Tender, in accordance with ITT 14.1.

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.

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 16.4, provided the Tenders for all lots (contracts) are opened at the same time.

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.

Currencies of Tender and Payment

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 Tenderer expecting to incur expenditures in other currencies for inputs to the Works supplied from outside Kenya shall devise own ways of getting foreign currency to meet those expenditures.

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.

Documents Establishing the Eligibility and Qualifications of the Tenderer

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

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.

A margin of preference will not be allowed. Preference and reservations will be allowed, individually or in joint ventures. Applying for eligibility for Preference and reservations shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITT 33.1.

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 contractor or group of contractors' qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement process or contract management.

The purpose of the information described in ITT 19.4 above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.

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 6.3. 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.

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.

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

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:

if the procurement process is still ongoing, the tenderer will be disqualified from the procurement process,

if the contract has been awarded to that tenderer, the contract award will be set aside,

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.

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 6.7 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.

Period of Validity of Tenders

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 24). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

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 21.1, it shall also be extended for thirty (30) days beyond the deadline of the extended validity period. A Tenderer may refuse the request without forfeiting its Tender security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 20.3.

If the award is delayed by a period exceeding the number of days to be specified in the TDS days beyond the expiry of the initial tender validity period, the Contract price shall be determined as follows:

in the case of fixed price contracts, the Contract price shall be the tender price adjusted by the factor specified in the TDS;

in the case of adjustable price contracts, no adjustment shall be made; or in any case, tender evaluation shall be based on the tender price without taking into consideration the applicable correction from those indicated above.

Tender Security

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.

If a Tender Security is specified pursuant to ITT 19.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer's option:

an unconditional Bank Guarantee issued by reputable commercial bank); or

an irrevocable letter of credit;

a Banker's cheque issued by a reputable commercial bank; or

another security specified in the TDS,

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 20.2.

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.

If a Tender Security is specified pursuant to ITT 21.1, 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 nonresponsive or a bidder declines to extend

tender validity period.

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:

if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender, or any extension thereto provided by the Tenderer; or

if the successful Tenderer fails to:

sign the Contract in accordance with ITT 50; or

furnish a Performance Security and if required in the TDS, and any other documents required in the TDS.

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.

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.

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

Format and Signing of Tender

The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 13 and clearly mark it "ORIGINAL." Alternative Tenders, if permitted in accordance with ITT 15, shall be clearly marked "ALTERNATIVE." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the TDS and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

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

The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the TDS and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

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 to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

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

Sealing and Marking of Tenders

Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:

in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as described in ITT 11; and

in an envelope or package or container marked "COPIES", all required copies of the Tender; and
if alternative Tenders are permitted in accordance with ITT 15, and if relevant:

in an envelope or package or container marked "ORIGINAL –ALTERNATIVE TENDER", the alternative Tender; and
in the envelope or package or container marked "COPIES- ALTERNATIVE TENDER", all required copies of the alternative Tender.

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

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

Deadline for Submission of Tenders

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.

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.

Late Tenders

The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of tenders, in accordance with ITT 24. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

Withdrawal, Substitution, and Modification of Tenders

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 22.3, (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:

prepared and submitted in accordance with ITT 22 and ITT 23 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and

Received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 24.

Tenders requested to be withdrawn in accordance with ITT 26.1 shall be returned unopened to the Tenderers.

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.

Tender Opening

Except in the cases specified in ITT 23 and ITT 26.2, the Procuring Entity shall publicly open and read out all Tenders received by the deadline, at the date, time and place specified in the TDS, in the presence of Tenderers' designated representatives who chooses to attend. Any specific electronic Tender opening procedures required if electronic Tendering is permitted in accordance with ITT 24.1, shall be as specified in the TDS.

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

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

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

Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a

modification; the total Tender Price, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.

Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and pages of the Bills of Quantities are to be initialed by the members of the tender opening committee attending the opening. The number of representatives of the Procuring Entity to sign shall be specified in the TDS.

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 25.1).

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

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

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

E. Evaluation and Comparison of Tenders

Confidentiality

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 46.

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.

Notwithstanding ITT 28.2, 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.

Clarification of Tenders

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 33.

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.

Deviations, Reservations, and Omissions

During the evaluation of tenders, the following definitions apply:

“Deviation” is a departure from the requirements specified in the tender document;

“Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tender document; and

“Omission” is the failure to submit part or all of the information or documentation required in the Tender document.

Determination of Responsiveness

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 13.

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:

affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or

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

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

The Procuring Entity shall examine the technical aspects of the tender submitted in accordance with ITT 18, to confirm that all requirements of Section VII, Works' Requirements have been met without any material deviation, reservation or omission.

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.

Non-material Non-conformities

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

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, 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.

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.

Arithmetical Errors

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

Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:

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.

Any errors in the submitted tender arising from a miscalculation of unit price, quantity, and subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and

if there is a discrepancy between words and figures, the amount in words shall prevail

Tenderers shall be notified of any error detected in their bid during the notification of a ward.

Currency provisions

Tenders will be priced in Kenya Shillings only. Tenderers quoting in currencies other than in Kenya shillings will be determined non-responsive and rejected.

Margin of Preference and Reservations

No margin of preference shall be allowed on contracts for small works.

Where it is intended to reserve the contract to specific groups under Small and Medium Enterprises, or enterprise of women, youth and/or persons living with disability, 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/firms belonging to those specified groups are the only ones eligible to tender. Otherwise if no so stated, the invitation will be open to all tenderers.

Nominated Subcontractors

Unless otherwise stated in the TDS, the Procuring Entity does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Procuring Entity.

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.

The 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 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.

Evaluation of Tenders

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 Best Evaluated Tender in accordance with ITT 40.

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

Price adjustment due to discounts offered in accordance with ITT 16;

Converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 39;

Price adjustment due to quantifiable nonmaterial non-conformities in accordance with ITT 30.3; and

Any additional evaluation factors specified in the TDS and Section III, Evaluation and Qualification Criteria.

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.

In the case of multiple contracts or lots, Tenderers shall be allowed to tender for one or more lots and the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Form of Tender, is specified in Section III, Evaluation and Qualification Criteria.

Comparison of Tenders

The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 38.2 to determine the Tender that has the lowest evaluated cost.

Abnormally Low Tenders

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.

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.

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

An abnormally high 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.

In case of an abnormally high tender 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:

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.

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.

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.

Unbalanced and/or Front-Loaded Tenders

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.

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

accept the Tender; or

require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding a 30% of the Contract Price; or

agree on a payment mode that eliminates the inherent risk of the Procuring Entity paying too much for undelivered works; or

reject the Tender,

Qualifications of the Tenderer

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.

The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted

by the Tenderer, pursuant to ITT 19. 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.

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.

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.

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.

After evaluation of the price analyses, if 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.

Best Evaluated Tender

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

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

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 thereby incurring any liability to Tenderers. In case of annulment, all Tenderers shall be notified with reasons and all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

F. Award of Contract

Award Criteria

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

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:

the name and address of the Tenderer submitting the successful tender;

the Contract price of the successful tender;

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;

the expiry date of the Standstill Period; and

instructions on how to request a debriefing and/or submit a complaint during the standstill period;

Standstill Period

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.

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.

Debriefing by the Procuring Entity

On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 46, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

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

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.

Signing of Contract

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.

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

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

Appointment of Adjudicator

The Procuring Entity proposes the person named in the TDS to be appointed as Adjudicator under the Contract, at the hourly fee specified in the TDS, plus reimbursable expenses. If the Tenderer disagrees with this proposal, the Tenderer should so state in his Tender. If, in the Letter of Acceptance, the Procuring Entity does not agree on the appointment of the Adjudicator, the Procuring Entity will request the Appointing Authority designated in the Special Conditions of Contract (SCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.

Performance Security

Within twenty-one (21) days of the receipt of the Letter of Acceptance 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 40.2 (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.

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.

Performance security shall not be required for contracts estimated to cost less than Kenya shillings five million shillings.

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:

name and address of the Procuring Entity;

name and reference number of the contract being awarded, a summary of its scope and the selection method used;

the name of the successful Tenderer, the final total contract price, the contract duration.

dates of signature, commencement and completion of contract;

names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

Procurement Related Complaints

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

Section II - Tender Data Sheet (TDS)

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.

	General
The	<p>ITT 1.1</p> <p>The name of the contract is : TURKANA COUNTY GOVERNMENT</p> <p>The reference number of the contract is: TCG/ESSP/-----/2021-2022 FOR COMPLETION OF OFFICE BLOCK AND ADMINISTRATION STATION, TOILETS AND FENCE WITH GATE</p> <p>The number and identification of the lots (contracts) comprising this tender are:</p> <p>Lot 1- Name :</p> <p>Lot 2- Name :</p> <p>Lot 3- Name:</p>
	ITT 2.3 The information made available on competing firms is as follows : Not Applicable
	ITT 2.4 The firm that provide consulting services for the contract being tendered for are: Not Applicable
	ITT 3.1 Maximum number of members in the joint (JV) shall be: Two
B. Content of Tender Document	
	<p>ITT 8.1</p> <p>A pretender conference “shall” or “shall not” take place in the following date, time and place :</p> <p>Date:</p> <p>Time:</p> <p>Place:</p> <p>A pre- arranged pretender visit of the site of the work “shall” or “shall not” take place at the following date, time and place.</p> <p>Date:</p> <p>Time:</p> <p>Place:</p>
	ITT 8.2 The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than 23rd December 2021 17 hours
	ITT 8.4 The Procuring Entity's website where Minutes of the pre-Tender meeting and the pre- arranged pretender will be published is: www.turkana.go.ke
	<p>ITT 9.1</p> <p>For Clarification of Tender purposes, for obtaining further information and for purchasing tender documents, the Procuring Entity's address is:</p> <p>Director Supply Chain Management Services County Headquarters, P.O Box 11, 30500 Lodwar, Tel. Nairobi, Kenya. Website: www.turkana.go.ke Email:</p>
	ITP 13.1 (h) The Tenderer shall submit the following additional documents in its Tender: [list any additional document not already listed in ITT 11.1 that must be submitted with the Tender. The list of additional documents should include the following:
	ITT 15.1 Alternative Tenders shall not be considered.
	<p>I</p> <p>Alternative times for completion "shall be" or "shall not be" permitted.</p> <p style="color: red;">If alternative times for completion are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.</p>
	ITT 15.4 Alternative technical solutions shall be permitted for the following

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

General Provisions

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.

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 should use **the Standard Tender Evaluation Document for Goods and Works** for evaluating Tenders.

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.

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 Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered irresponsive and will not be considered further.

Tenderers who do not score MET will automatically be disqualified.
Tenderers who pass the technical evaluation will be evaluated further.

EVALUATION CRITERIA

Evaluation of tenders shall be carried out in accordance with the criteria set out in this tender document. The evaluation shall be as follows:

- a) Preliminary Evaluation
- b) Technical and
- c) Financial Evaluation

Evaluation and Comparison of Tenders- Documentary Evidence in form of copies

No	1. Mandatory Requirements	Yes/No
1	Copy of certificate of incorporation/registration	
2	Copy of valid tax compliance certificate/exemption (to be certified by KRA TCC Checker)	
3	List of current Directors with respect to shareholding & details of citizenship. (CR12)	

4	Bid security of Kshs. 100,000 from Bank or a reputable insurance company approved by PPRA	
5	Form of Tender duly completed, signed and stamped.	
6	Business questionnaire duly completed, signed and stamped. (Attach proof of citizenship e.g National ID/passport)	
7	Valid certified NCA 8 registration certificate as a building works contractor. 20	
8	Attach annual NCA Practicing License for building works	

- 9 Self-declaration that the person/Tenderer is not debarred in the matter of the public procurement and asset Disposal Act 2015
- 10 Self-declaration that the person/Tenderer will not engage in any corrupt or fraudulent practice
- 11 Dully filled and stamped Bill of Quantities

At this stage, the tenderer's submission will either be responsive or non-responsive. Failure to provide ANY of the above mandatory requirements will lead to disqualification

f) Technical Evaluation Criteria

No	Requirements	Evidence	Max. Score	Score Awarded
1	Experience	Previous experience detailing similar projects undertaken successfully, completion certificates for projects (each certificate 2 marks), over 5 completion certificates (10 marks)	10	

		Local purchase orders/service orders from the client valued at least 3 million and above each. (5marks). Each LPO/LSO-4 marks, over 5 LPO'S/LSO'S 20 marks	20
	Qualified Technical Staff	CVs, academic and professional Certificate Degree certificate in civil engineer- 3 Marks Diploma in building works-2 C,Vs-2 Professional certificate-3	10

MINISTRY OF EDUCATION, SPORTS AND SOCIAL PROTECTION
FY-2020/2021 PROJECTS

No	Requirements	Evidence	Max. Score	Score Awarded
	Equipmen t	Give a list and type of relevant equipment (related to this tender) owned by firm evidenced by ownership documents. Where not owned by company, provide documentary evidence of leased equipment as required. At least 1 mks each. 5 Above equipment-	5	
k)	Site Agent	Qualification = HND In Construction Engineering Or Equivalent(3marks)	3	
		Attach Cv (2marks)	2	
	Foreman	Qualification = Dip. Construction Engineering Or Equivalent attach certificates (3marks) Attach Cv (2marks)	3	2

Financial capacity

	Audited Statements	Audited statement for last two years	5	
	Line of Credit from a Bank		5	
	Bank statements certified by the tenderer bank	Last six month to the tender	5	
	Total Score		70	

Only bidders who score 50% and above will proceed to financial evaluation stage. Those who score below 50% will be eliminated at this stage from the entire evaluation process and will not be considered for further evaluation f)

Financial Evaluation

Only the tender that has conformed to the technical requirements and is the lowest bidder will be considered

To be considered successful, the candidates must score a minimum score is **50 points** out of the maximum 100 points in order to qualify for financial evaluation.

Tender Evaluation (ITT 35) Price evaluation: in addition to the criteria listed in ITT 35.2 (a) – (c) the following criteria shall apply:

Alternative Completion Times, if permitted under ITT 13.2, will be evaluated as follows: **Not Applicable**

Alternative Technical Solutions for specified parts of the Works, if permitted under ITT 13.4, will be evaluated as follows: **Not Applicable**

Other Criteria; if permitted under ITT 35.2(d): As detailed in Section III, Evaluation and Qualification Criteria

Multiple Contracts

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

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.

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.

Alternative Tenders (ITT 13.1): Not Applicable

Margin of Preference: is not applicable

Post qualification and Contract award (ITT 39), more specifically,

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.

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.

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, **Fifty Million**

Minimum average annual construction turnover of Kenya Shillings **One Hundred Million**, equivalent calculated as total certified payments received for contracts in progress and/or completed within the last **Two years**.

At least **five** 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 **Fifty Million** equivalent.

Contractor's Representative and Key Personnel, which are specified as: **Table Two Above**

Contractors key equipment listed on the table "Contractor's Equipment" below and more specifically listed as:

Item No.	Equipment Details	Ideal Number Required for the Contract Execution	No. of Equipment Owned by the Bidder	No. of equipment to be hired/purchased by the Bidder	No. of equipment to be made available for the Contract by the Bidder	Date of Arrival on Project (Days after commencement)
	A) Concrete Equipment					
	(i) Mobile concrete mixers	1				
	(ii) Concrete vibrators	1				
	B) Transport (Tippers, dumpers, water tankers)					
	(i) 6 X 4 tippers payload 16 - 20 tones	5				

	(ii) Water tankers (18,000 - 20,000 lts. capacity)	1				
	C) Earth - Moving Equipment					
	(i) Wheeled loaders	1				
	(ii) Motor graders (93 - 205kW)	1				
	D) Excavators					
	1. Hydraulic crawler mounted (7 - 10 tonnes) - 0.25 - 0.4 m3 SAE bucket.	1				
	E) Rollers					
	Self-propelled single drum vibrating (various types)	1 1 1				
	Self-propelled double-drum vibrating Pneumatic Roller					
	F) F) Others					

Item No.	Equipment Details	Ideal Number Required for the Contract Execution	No. of Equipment Owned by the Bidder	No. of equipment to be hired/purchased by the Bidder	No. of equipment to be made available for the Contract by the Bidder	Date of Arrival on Project (Days after commencement)
	Paver Pot hole cutter Hand sprayer Pedestrian Roller Bitumen Distributor Chip Spreader	1 - - - 1 -				

I certify that the above information is correct.

Signature of Tenderer: Date:

Other conditions depending on their seriousness.

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 **Three years**. The required information shall be furnished in the appropriate form.

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.

Litigation History

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last **TWO 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.

QUALIFICATION FORM SUMMARY

<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>
Item No.	Qualification Subject	Qualification Requirement	Qualification Requirement	
1	Nationality	Nationality in accordance with ITT 3.6	Form ELI-1.1 A and 1.2 With attachment	
2	Tax Obligations for Kenyan Tenderers	Has produced a current tax clearance certificate or tax exemption certificate issued by Kenya Revenue Authority in accordance with ITT 3.14.	Form of Tender	
3	Conflict of interest	Non conflicts of interest in accordance with TT3.3	Form of Tender	
4	PPRA Eligibility	Not having been declared ineligible by the PPRA as described in ITT 3.7	Form of Tender	
5	State-owned Enterprise	Meets condition of ITT 3.8	Form ELI-1 A and 1.2 With attachment	
6	Goods, equipment and services to be supplied under the contract	To have their origin in any country that is not determined ineligible under ITT 4.1	Forms ELI - 1.1 and 1.2, with attachments	
7	History of Non-Performing Contracts	Non-performance of a contract did not occur as a result of contractor default since 1st January 2018.	Form CON-2	
8	Suspension Based on Execution of Tender/Proposal Securing Declaration by the Procuring Entity	Not under suspension based on-execution of a Tender/Proposal Securing Declaration pursuant to ITT 19.9	Form of Tender	
9	Pending Litigation	Tender's financial position and prospective long-term profitability still sound according to criteria established in 3.1 and assuming that all pending litigation will NOT be resolved against the Tenderer.	Form CON-2	
10	Litigation History	No consistent history of court/arbitral award decisions against	Form CON-2	

		the Tenderer since 1st January 2019.		
11	Financial Capabilities	<p>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 One Hundred Million equivalent for the subject contract(s) net of the Tenderer's other commitments.</p> <p>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>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 Three years 2018, 2019 and 2020 years shall be submitted and must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability.</p>	Form FIN - 3.1, with attachments	
12	Average Annual Construction Turnover	Minimum average annual construction turnover of Kenya Shillings One Hundred Million , equivalent calculated as total certified payments received for contracts in progress and/or completed within the last Three Years , divided by Three years	Form FIN - 3.2	
13	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last Three years, starting 1st January 2018.	4. Form EXP - 4.1 Experience	
14	Specific Construction & Contract Management Experience	A minimum number of Five 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 2018 and tender	Form EXP 4.2(a))	

		<p>submission deadline i.e. Five, each of minimum value Kenya shillings Twenty Million equivalent.</p> <p>The similarity of the contracts shall be based on the following: Based on Section VII, Scope of Works, specify the minimum key requirements in terms of physical size, complexity, construction method, technology and/or other characteristics including part of the requirements that may be met by specialized subcontractors, if permitted in accordance with ITT 34.3</p>		
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QUALIFICATION FORMS

1. 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"/> leased <input type="checkbox"/> Rented <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 tittle
	Fax	Telex
Agreements	Details of rental/lease/ manufacturer agreements specific to the project	

FORM PER -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/weeks/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/weeks/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/weeks/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/weeks/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	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/weeks/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>

FORM PER-2:

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

Name of Tenderer		
<i>Position[#]: [Tittle of position from Form PER-1]</i>		
Personnel Information	Name:	Date of birth
	Address:	Email:
	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 undersigned [*insert either "Contractor's Representative" or "Key Personnel" as applicable*], certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

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

Commitments	Details
Commitments to duration of contracts:	<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:
be taken into consideration during Tender evaluation;
Result in my disqualification from participating in the Tender;
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):

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.

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>[indicate country of constitution]</i>
Tenderer's actual or intended year of incorporation
Tenderer's legal address[in country of registration]:
Tenderer 'authorized representative information: Name: _____ Address: _____ Telephone / Fax numbers: _____ E-mail address: _____
Attached are original documents of <input type="checkbox"/> Articles of Incorporation(or equivalent document of constitution or association) and/or documents of registration of 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 ITT3.8, documents establishing; • legal and financial autonomy, • Operation under commercial Law, Establishing that the tenderer is not under the supervision of the Procuring Entity in • accordance with ITT 3.8 Included are the organizational chart, a list of Board of Directors and the beneficial ownership.

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: Email Address:
Attached are original documents of <input type="checkbox"/> Articles of Incorporation(or equivalent document of constitution or association) and/or documents of registration of legal entity named above, in accordance with ITT 3.6 <input type="checkbox"/> In case of state-owned enterprise or institution, documents establishing legal and financial autonomy, Operation under commercial Law, and that they are not under supervision of the Procuring Entity in accordance with ITT 3.8 Included are the organizational chart, a list of Board of Directors and the beneficial ownership.

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 Qualifications			
<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, Sub-Factor 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>[inset 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 non-performance: <i>[indicate main reason(s)]</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 shillings 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"/> o 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 shillings 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/county]</i> Matter in dispute: <i>[indicate main issue in dispute]</i> Party who initiated the dispute: <i>[indicate "procuring entity "or "contractor"</i> Reason(s) for litigation and award decision I <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

5. 49: FORM FIN – 3.1

Financial Situation and Performance

Tenderer's Name:

Date:

JV Member's Name

ITT No. and title:

5.4.1. Financial Data

Type of Financial Information in (currency)	Historic information for previous _____ years, <i>(Amount in currency, currency, exchange rate, USD equivalent)</i>				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets(TA)					
Total Liability (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liability (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

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 shillings equivalent)
1		
2		
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 statements¹ for the _____ years required above; and complying with the requirements

5.5 FORM FIN – 3.2

Average Annual Construction Turnover

Tenderer's Name:

Date:

JV Member's Name

ITT No. and title:

Annual Turnover data (Construction only)				
Year	Amount Currency	Exchange Rate	Kenya Shillings 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.*

¹*If the most recent set of financial statements is for a period earlier than 12 months from the date of Tender,*

the reason for this should be justified.

5. 52 FORM FIN – 3.3:

Financial Resources

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

Financial Resource		
NO	Source of financing	Amount (Kenya Shilling Equivalent)
1		
2		
3		
4		

5.7 FORM FIN – 3.4:

Current Contract Commitments / Works in Progress

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

Financial Resource		
NO	Source of financing	Amount (Kenya Shilling Equivalent)
1		
2		
3		
4		

5.8 FORM EXP - 4.1

General Construction Experience

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

Page _____ of _____ pages

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

5.9 FORM EXP - 4.2(a)

Specific Construction and Contract Management Experience

Tenderer's Name:

Date:

JV Member's Name

ITT No. and title: _____

Contract No.	Information			
Contract Identification				
Award Date				
Completion Date				
Role in Contract	<input type="checkbox"/> Prime Contractor	<input type="checkbox"/> Member in JV	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Sub-contractor
Total Contract Amount				Kenya Shillings
If a member in JV or Sub-contractor specify participation in total contract amount				
Procuring Entity Name				
Address: Telephone/Fax Number: E-mail:				
Description of the similarity in with Sub-Factor 4.2 (a) of Section III:				
Amount				
Physical size of required works items				
Complexity				
Methods/ Technology				
Construction rate for key activities				
Other Characteristics				

10.1 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 ITT 34): _____ ITT No. and title: _____

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

Key Activity No One: -

Information				
Contract Identification				
Award Date				
Completion Date				
Role in Contract	<input type="checkbox"/> Prime Contractor	<input type="checkbox"/> Member in JV	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Sub-contractor
Total Contract Amount	Kenya Shillings			
Quantity (Volume, Number or rate of production, as applicable) Performed under the contract per year	Total Quantity in the contract (i)	Percentage participate (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:				
Description of the key activities in according with Sub-Factor 4.2 (b) of Section III				

Activity No. Two 3.

If applicable

OTHER FORMS

FORM OF TENDER

INSTRUCTIONS TO TENDERERS

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

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

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

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

Tenderer's Eligibility- Confidential Business Questionnaire

Certificate of Independent Tender Determination

Self-Declaration of the Tenderer

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

Request for Tender No.: *[insert identification]*

Name and description of Tender *[Insert as per ITT]*

Alternative No.: *[insert identification No if this is a Tender for an alternative]*

To: *[insert complete name of Procuring Entity]* Dear Sirs,

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.

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

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.

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.

We, the undersigned, further declare that:

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

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

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;

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]*;

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

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

Option 2, in case of multiple lots:

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

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];*

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

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

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];*

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;

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

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;

Suspension and Debarment: We, along with any of our subcontractors, suppliers, Project Manager, 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.

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 3.8];*

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].*

Na me	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

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;

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;

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;

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.

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.

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

Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.

Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.

Self-Declaration of the Tenderer – to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.

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.

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.

(a) **Tenderer's details**

	ITEM	DESCRIPTION
1	Name of the procuring entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the tenderer	
5	Full Address and Contract Detail of the Tenderer	Country City Location Building Floor Postal Address 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 Registration 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

Sole Proprietor, provide the following details.

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

Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% shares owned
1				
2				
3				

Registered Company, provide the following details.

Private or public Company

State the nominal and issued capital of the Company _____

Nominal Kenya Shillings (Equivalent)..... Issued Kenya Shillings
 (Equivalent).....

Give details of Directors as follows.

	Names of Directors	Nationality	Citizenship	% shares owned
1				
2				
3				

DISCLOSURE OF INTEREST- Interest of the Firm in the Procuring Entity.

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

If yes, provide details as follows.

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

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 Tenderer Evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the 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.		

f) 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)

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:

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

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

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

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: has been requested to submit a Tender in response to this request for tenders; could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;

The Tenderer discloses that [check one of the following, as applicable:
The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
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;

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:
prices;
methods, factors or formulas used to calculate prices;
the intention or decision to submit, or not to submit, a tender; or
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;

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;

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 of do hereby make a statement as follows: -

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.

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

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

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

Bidder Official Stamp

FORM SD2

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

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

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

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

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

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

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

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

I do 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)

Purpose

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.

Requirements

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.

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: -

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;

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

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

disqualified from entering into a contract for a procurement or asset disposal proceeding; or

if a contract has already been entered into with the person, the contract shall be voidable;

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

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: -

shall not take part in the procurement proceedings;

shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and

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.

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;

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

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

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

“corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

“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;

“collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
“coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
“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.

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.

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;

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;

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

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.

7. FORM OF TENDER SECURITY - DEMAND BANK GUARANTEE

Beneficiary: _____

Request for Tenders No:

Date: _____

TENDER GUARANTEE No.:

Guarantor:

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

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

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 thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.

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.

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)]

FORM OF TENDER SECURITY (TENDER BOND)

[The Surety shall fill in this Tender Bond Form in accordance with the instructions indicated.]

BOND NO.

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

WHEREAS the Principal has submitted or will submit a written Tender to the Procuring Entity dated the _____ day of _____, 20 , for the supply of *[name of Contract]* (hereinafter called the "Tender").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal: 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 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 Surety 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.

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

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this _____ day of _____ 20 _____.

Principal: _____ Corporate Seal (where appropriate)

Surety: _____

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

TENDER-SECURING DECLARATION FORM

[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:

I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.

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.

I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
our receipt of a copy of your notification of the name of the successful Tenderer; or
thirty days after the expiration of our Tender.

I/We understand that if I am/we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

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

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

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

Appendix to Tender

Schedule of Currency requirements

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

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

**PROPOSED FENCING OF EKALES SPORTS STADIUM AND REFURBISHMENT OF
OF OFFICES FUNDED BY TURKANA COUNTY GOVERNMENT
FY-2021-2022**

Item	Description	Qty	Unit	Rates	Amount
	BILL NO. 1 . 320 Linear Metres				
	MASONRY WALL (80M X 80M)				
	<u>ELEMENT No. 1 EARTHWORKS</u>				
A.	Clear site of all trees, bushes and grub up their and grub up	416	SM		
B	their roots and burn all arising				
	Excavate oversite to remove top vegetable soil avarage	84	SM		
C	150mm deepand deposite on site where directed				
	Excavate foundation trench not exceeding 1.5m deep from	150	CM		
D	reduced level and deposite where directed.				
	Excavate pit for columnbases not exceeding 1.5m deep from	80	CM		
E	reduced level and deposite where directed.	32	CM		
F	Extra over for excavating in rock irrecpective of class	132	CM		
G	Return fill and ram around the foundations.	96	CM		
H	Load and cart away extra excavated materials from site.				
	Allow for keeping excavation free from water by pumping,	1	ITEM		
I	freezing or boiling	1	ITEM		
J	Ditto for upholding sides of trenches by plunking and strutting.				
	<u>FILLING AND TREATMENT</u>				
	<u>HARDCORE FILLING</u>				
K	300mm thick handpacked hardcore filling to make up	167	SM		
	levels rolled, wetted and rolled smooth				
	<u>Blinding</u>	167	SM		
	50mm thick well selected murram blinding on hardcore rolled smooth to receive concrete				
	Subtotal c/f to collection page 1 of 8				

**PROPOSED FENCING OF EKALES SPORTS STADIUM AND REFURBISHMENT OF
OF OFFICES FUNDED BY TURKANA COUNTY GOVERNMENT
FY-2021-2022**

Item	Description	Qty	Unit	Rates	Amount
	<u>Substructure. Cont.</u>				
	<u>Insecticide treatment</u>				
A	treat surface of blinding with approved insecticide (Gladiator TC) covers 8sm per litre as HIGH CHEMICAL LTD	167	Sm		
	<u>CONCRETE WORK</u>				
	<u>plain concrete</u>				
	<u>Insitu concrete : Mix 1:4:8 : Vibrated</u>				
B	50 mm thick mass concrete[1:4:8] in Strip footing	167	Sm		
	<u>V.R.C. Concrate(1:2:4-class 20/20) in:</u>				
C	foundation footing	30	Cm		
D	300X300 mm concrete columns	26	cm		
E	200x200mm concrete ground and suspended beam	11	cm		
	<u>Sawn Formwork to:</u>				
F	Sides of columns	235	Sm		
	Ditto to beams	245	Sm		
G	<u>Bar reinforcement</u> Supply and fix the following High yield square twisted bars to BS 4461 including bending wire, hooks, spacers and tying wire as described				
	<u>in foundation footijng</u>				
H	12mm diameter high yield steel bars	598	kg		
I	10mm diameter high yield steel bars	615	kgs		
	<u>In ground beam & suspended beam</u>				
J	12mm diameter ,high yield tensile reinforcement bars to BS 4450	1310	kg		
K	8mm diameter , mild steel reinforcement bars to BS 4449	598	s		
			kg		

			S		
	Subtotal c/f to collection page 2 of 8				

**PROPOSED FENCING OF EKALES SPORTS STADIUM AND REFURBISHMENT OF
OF OFFICES FUNDED BY TURKANA COUNTY GOVERNMENT
FY-2021-2022**

Item	Description	Qty	Unit	Rates	Amount
A	In columns 12mm diameter ,high yield tensile reinforcement bars to BS 4450	1332	kg		
B	8mm diameter , mild steel reinforcement bars to BS 4449	877	s		
C	Foundation walling 200mm thick dressed natural quarry stone walling in cement sand mortar with 25mm S. W. G. hoop iron after every 400mm. in Four courses	265	kg s		
D	Plinth finishes Rendering 12mm (1:4) cement sand wood float render to plinths.	100	Sm		
E	Painting Prepare and apply two coats of black betuminous paint on plinth	100	Sm Sm		
	Subtotal c/f to collection page			ksh	
	Collection :SUBSTRUCTURE: Brought from page 1 Brought from page 2			ksh ksh	
	Brought from page above			ksh	
	TOTAL CARRIED TO SUMMARY PAGE 3 Of 8			KSH	

**PROPOSED FENCING OF EKALES SPORTS STADIUM AND REFURBISHMENT OF
OF OFFICES FUNDED BY TURKANA COUNTY GOVERNMENT
FY-2021-2022**

Item	Description	Qty	Unit	Rates	Amount
	<u>ELEMENT No. 2</u> <u>SUPER STRUCTURE WALLING</u>				
A	<u>External wall</u> 200mm thick fine dressed natural stone wall in bedded and jointed in cement sand mortar 1:4 mix zero joint with every . alternatig course reinforced with 25mm wide x20 gauge hoop iron	598	Sm		
B	<u>Hessian based bituminous felt</u> 200mm wide dump proof felt bedded and jointed in 1:3 cement sand mortar	250	Lm		
C	<u>labour and materials</u> Extra over horizontal pointing in 10mm thick rod in cement and sand mortar[1:3] to external wall dressing	598	sm		
	TOTAL FOR SUPERSTRUCTURE c/f to summary page 4 of 8			ksh	

**PROPOSED FENCING OF EKALES SPORTS STADIUM AND REFURBISHMENT OF
OF OFFICES FUNDED BY TURKANA COUNTY GOVERNMENT
FY-2021-2022**

Item	Description	Qty	Unit	Rates	Amount
	<u>ELEMENT No. 3</u> <u>PANEL DOORS</u> <u>Mild steel: K.S. 02-18</u> <u>100x50x3mm thick frame plugged to concrete column or block work with 100 mm long fishtailed 25x25x2mm thick angle section</u> <u>50x50x3mm thick hollow section stiles,top,bottom and middle rails at 600mm c/c vertical and 450mm centres horizontal</u> <u>,angles cut,mitred and welded pannels infilled with and including 6mm thick cracked metal plate or 5mm thick clear sheet glazing[m/s].</u> <u>one coat manufactures primer,complete with all necessary ironmongery, all welding ground to smooth finish all to the satisfaction of the project manager</u>				
A	double leaf door size. 2500x1800 mm including 3no. 150mm purpose made steel hinges. 1 no. 150 mm padlock hasp in 4mm thick steel sleeves and padlocks all welded[gate1,2 and 3]	1	No		
	<u>prepare, prime and apply two undercoats and one finishing coat gloss iol paint on metal works</u>				
B	<u>internally and externally</u> surface of glazed doors including burglar proofing	12	sm		-
C	surfaces not exceeding 75mm girth	8	lm		
D	surfaces exceeding 75mm but not exceeding 150 mm girth	15	sm		
E	<u>Door Reveals</u> 15mm thick plaster to door reveals	11	Lm		
F	Opening reveals 100-200 mm girth	11	Lm		
G	Prepare and apply three coats of plastic emulsion to; Plastered door reveals	11	Lm		
	TOTAL FOR DOORS C/F to summary page 5 of 8			ksh	

**PROPOSED FENCING OF EKALES SPORTS STADIUM AND REFURBISHMENT OF
OF OFFICES FUNDED BY TURKANA COUNTY GOVERNMENT
FY-2021-2022**

Item	DESCRIPTION	Qty	Unit	Rates	Amount
	<u>ELEMENT NO.4</u>				
	<u>FINISHING</u>				
	<u>External wall Finishes</u>				
A	15mm thick three coats cement and cement and sand (1:4)render finishes with wood float to sides of columns	598	Sm		
	<u>painting and decorating</u>				
B	Prepare and apply three coats of first quality permanent long lasting exterior plastic emulsion paint to plastered column	598	Sm		
	<u>Internal wall Finishes</u>				
C	15mm thick two coats cement,lime,sand(1:1:6)plaster finished smooth with steel trowel to sides of walls	598	Sm		
D	ditto columns	256	sm		
	<u>painting and decorating</u>				
E	Prepare and apply three coats of first quality plastic emulsion paint to plastered walls.	598	Sm		
F	ditto columns	256	sm		
	<u>500 mm high steel grills</u>				
G	25x25x3mm RHS steel tube grills pipe at a span of 150mm with sharp pointed top	347	lm		
H	Prepare and apply one coat metal primer, and two coats of first quality plastic emulsion on metal works above	278	lm		
	Total finishes carried to page summary page 6 of 8			KSH	

**PROPOSED FENCING OF EKALES SPORTS STADIUM AND REFURBISHMENT OF
OF OFFICES FUNDED BY TURKANA COUNTY GOVERNMENT
FY-2021-2022**

Item	Description	Qty	Unit	Rates	Amount
	<u>SUMMERY OF MEASURED WORK</u>				
1	ELEMENT 1. Substructure Work		KSH		
2	ELEMENT 2. Super structure work		KSH		
3	ELEMENT 4 . Doors		KSH		
4	ELEMENT 5. Finishes		KSH		
	TOTAL MEASURED WORKS C/F TO GRAND Summary			KSH	

**PROPOSED FENCING OF EKALES SPORTS STADIUM AND REFURBISHMENT OF
OF OFFICES FUNDED BY TURKANA COUNTY GOVERNMENT
FY-2021-2022**

Item No.	Description	Unit	Quantity	Rate	Kshs.
	<u>P.C. and Provisional sums</u>				
	<i>The contractor shall include in his tender for the following amounts to be deducted either in whole or in part as directed by the Engineer</i>				
1	Provisional sum for Contingencies			ksh	200,000.00
2	allow ksh 600,000.00 for mechanical services drainage, supply of 1 no. plastic tanks[10,000litres],Septic tank & soak pit construction and construction of concrete water tank stand as directed by Engineer			ksh	600,000.00
3	allow for KSH 300,000.00 for mornitoring and evaluation of the project for project manager			ksh	300,000.00
4	allow ksh. 2,200,000.00 for the refurbishment of office block and existing toilet block to engineer's detail			ksh	2,200,000.00
	PC and Provisional Sums Total carried to Grand Summary pg. 8 of 8			Kshs.	3,300,000.00

PROPOSED FENCING OF EKALEES SPORTS STADIUM AND REFURBISHMENT OF OFFICES, FUNDED BY TURKANA COUNTY GOVERNMENT FY-2021-2022

Item No.	Description	for official use only		for tenderer's use only	
A	<u>BILL NO. 1-MASONRY PERIMETER WALL</u>	KSH			
B	<u>BILL NO. 2-PROVISIONAL SUM AND PRIME COST</u>	KSH			
	Total carried to Grand Summary CARRIED TO TENDER FORM [16% VAT inclusive]			Ksh	s.

Amount in words:

.....

..... Tenderer's Name.....

..... address.....

..... Tenderer' signature.....

..... date.....

Witness name.....

witness signature.....

witness address.....

date.....

1. All dimensions are in mm unless otherwise specified.

2. Drawings are not to be scaled.

3. Contractor must check and verify all the dimensions before commencement of the works construction.

4. All slabs at ground level to be

laid over 1000 gauge polythene sheeting on 50mm thick murrum blinding, on well compacted hardcore. All soils under slab and around external foundation

to be poised for termite control.

5. Foundation depth to be determined on site

6. Any reinforced concrete works to structural engineers details.

7. No duplication of this document unless one is authorised by the owner.

Revision

Project

PROPOSED CONSTRUCTION OF MASONRY WALL
FENCING AT EKALEES SPORTS STADIUM
TURKANA COUNTY

Drawing title

(FLOOR PLAN, ELEVATIONS ,SECTION X-X.)

Client

MINISTRY OF EDUCATION, SPORTS AND
SOCIAL SERVICES
P.O. BOX 11-30500
LODWAR

DIRECTORATE
OF
PUBLIC WORKS

80M

S-04

E-04 Elevation 1:153.06

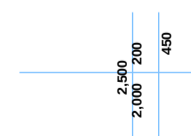
East Elevation 1:100

08

North Elevation 1:117.92

0. Ground Floor 1:52.65

200 mm thick dressed quarry stones, laid on cement and sand mortar[1:4], reinforced with clovers at every two alternating courses



450mm high steel grill, 25x25x3mm thick RHS steel tube grills at a span of 150 mm with sharp pointed top, anchored 2000mm high on top reinforced concrete beam

reinforced concrete[1:2:4] in columns and beams with 4Y10 Longitudinal bars and Y8 transverse bars stirrups at 300 c-c vibrated reinforced

300 2,700 300

4,700 300 2,700 300
200x200 thick vibrated

Elevation

1:100

200
RIG(300,50)-rig
Y18
RIG(300,50)-rig
cncr. is respectively.
o with 4Y10

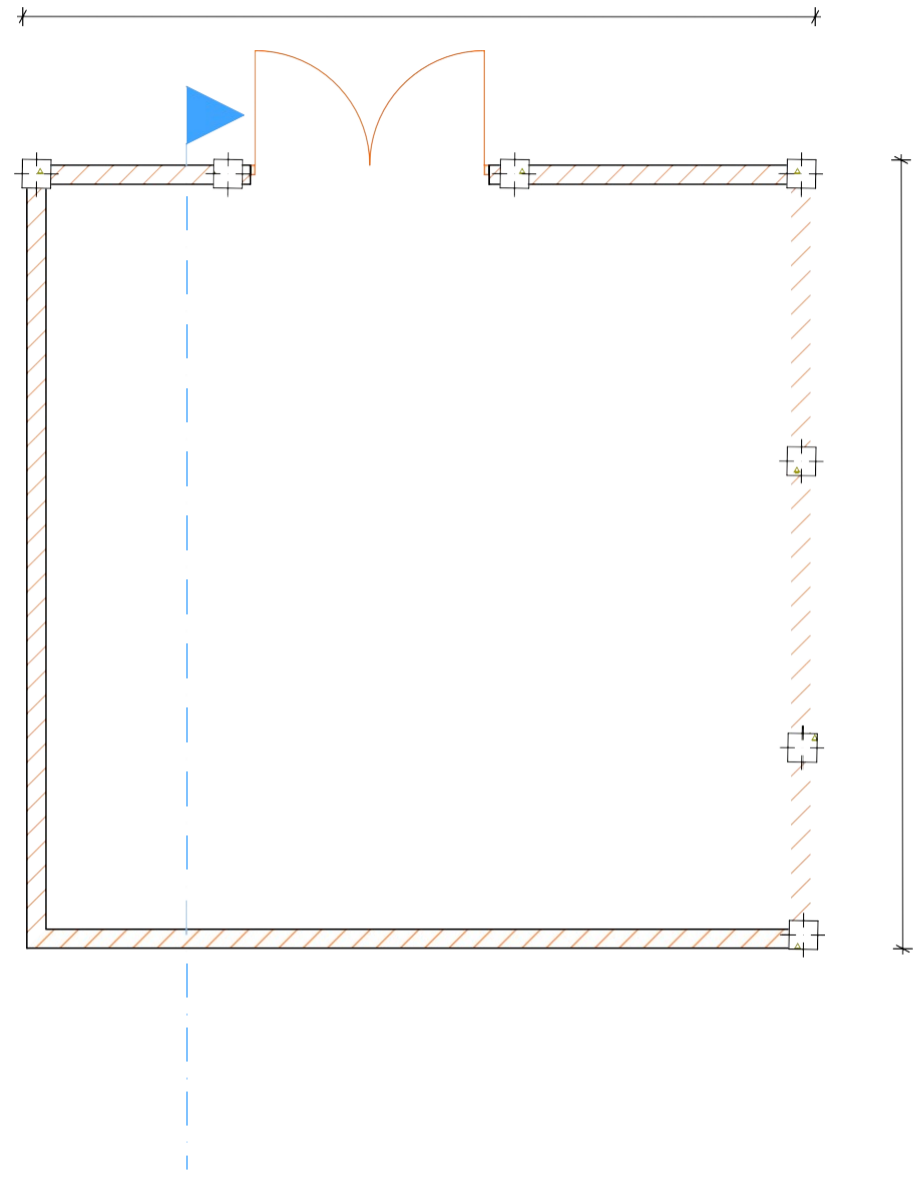
R04@100 4710

S-04

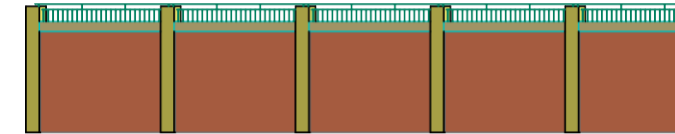
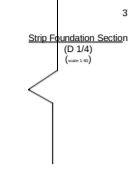
200
600
200

Building Section

1:100



- 20 Mastic asphalt DPC
- 0 3Y10-200
- 150mm th. floor slab
- 1000 Polystyrene DPM
- 50mm th. masonry bedding
- 200mm th. stone hardcore
- 20mm th. bricks
- 50mm th. mortar
- 100x200mm strip in situ
- 50mm th. bedding concrete



APPROVED BY.

