

REPUBLIC OF KENYA



THE NATIONAL GOVERNMENT CONSTITUENCIES DEVELOPMENT FUND

BELGUT NG~ CDF

TENDER NO. KCO/BEL/CHYEM/01/2023~2025

**PROPOSED CONSTRUCTION OF ONE STOREY 6 NO. CLASSROOMS
COMPLETE WITH STAFFROOM AND ADMINISTRATION BLOCK**

AT

**CHYEMEN PRIMARY SCHOOL, P.O BOX 106~20205,
SOSIOT, IN BELGUT CONSTITUENCY, KERICHO COUNTY**

TENDER DOCUMENTS

ISSUED BY;

COUNTYWORKS OFFICER

P.O.BOX 7

KERICHO

CLIENT;

CHEYMEN PRIMARY SCHOOL

P.O.BOX 106

SOSIOT

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INVITATION TO TENDER**DATE:18TH MARCH,2026**

The Project Management Committee CHYEMEN PRIMARY SCHOOL invites sealed Tenders from interested Bidders for the following work;

No	Tender No	Description	Tender Security/bid bond (Ksh)	Registration Requirement	Category
1	KCO/BEL/CHYEM/01/2023-2025	PROPOSED CONSTRUCTION OF ONE STOREY 6 NO. CLASSROOMS COMPLETE WITH STAFF ROOM AND ADMINISTRATION BLOCK	Tender security of Kenya shillings 480,000	National Construction Authority (NCA) 6 and above- Builders works	Open

Qualified and interested tenderer's may obtain further information and inspect the tender document during office hours 0900- 1500hrs at the address given below

A complete set of tender document may be downloaded by interested candidates or bidders free of charge at belgut.ngcdf.go.ke and further may use **0727473798** for any clarifications.

Bidders are advised to **STRICTLY** follow the instructions of the tender documents.

Prices quoted should be net inclusive of **all taxes** and the Prices quoted must be in Kenya shillings and shall remain valid for **150 days** from the closing date of tender.

There shall be a mandatory **Site Visit/Pre-bid meeting on 21ST MARCH,2026 (0900HRS -1400HRS) at Chyemen Primary school.** Site visit certificate will be issued.

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

Interested applicants **MUST** attach:

1. Complete confidential business questionnaire in full signed and stamped
2. Complete form of tender in full signed and stamped
3. Company registration certificate
4. A valid and current NCA certificate (NCA 6 and above building works only)
5. A valid and current NCA Annual Contractors Practicing License for both main contractor and domestic sub – contractors.
6. A valid and current tax compliance certificate
7. A Valid Single business permit.
8. Tender security from a reputable Banking Institution
9. Evidence of work done previously of similar magnitude for the last five years.
10. Financial statements / Audited financial reports for the last three years.
11. Dully filled self declaration form that tenderer will not engage in corrupt practices
12. Dully filled Self declaration form that tenderer is not debarred from practicing procurement

Completed tender documents are to be enclosed in plain sealed envelopes marked with **Tender Name** and **Reference Number** be deposited in the Tender Box located outside the NGCDF **OFFICE BELGUT** so as to be received on or before **MONDAY 30TH MARCH ,2026 At 10:00 Am.**

Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who may choose to attend at **BELGUT NGCDF Boardroom.** Late tenders will be rejected

Address for obtaining further information are as below;-

THE BOM SECRETARY

CHYEMEN PRIMARY SCHOOL

P.O BOX 106 – 20200

KERICHO.

SECTION I: INSTRUCTIONS TO TENDERERS

A General Provisions

1. *Scope of Tender*

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

2. *Fraud and Corruption*

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

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

2.3 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.

2.4 Unfair Competitive Advantage -Fairness and transparency in the tender process require that the Firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender 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.

3. *Eligible Tenderers*

3.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 3.7 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**.

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

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

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

ii) 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 in 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.

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 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.

4. *Eligible Goods, Equipment, and Services*

4.1 Goods, equipment and services to be supplied under the Contract may have their origin in any country that is not 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.

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

5. *Tenderer's Responsibilities*

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

5.2 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.

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

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

B. Contents of Tender Documents

6. *Sections of Tender Document*

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

PART 1 Tendering Procedures

- i) Section I - Instructions to Tenderers (ITT) ii) Section II - Tender Data Sheet (TDS)
- iii) Section III - Evaluation and Qualification Criteria iv) Section IV - Tendering Forms

PART 2 Works Requirements i) Section V - Drawings ii) Section VI - Specifications iii) Section VII - Bills of Quantities

PART 3 Conditions of Contract and Contract Forms

Section VIII - General Conditions of Contract (GCC)

- ii) Section IX - Special Conditions of Contract (SC)
- iii) Section X - Contract Forms

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

6.3 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.

7. *Site Visit*

7.1 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.

8. *Pre-Tender Meeting*

8.1 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.

8.2 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.

8.3 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.

8.4 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.

9. Clarification and amendments of Tender Documents

9.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the **TDS** or raise its enquiries during the pre-Tender meeting 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.

10. Amendment of Tendering Document

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

10.2 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.

10.3 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

11. Cost of Tendering

11.1 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.

12. Language of Tender

12.1 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.

13. Documents Comprising the Tender

13.1 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.

14. *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.

15. *Alternative Tenders*

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

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

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

16. *Tender Prices and Discounts*

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

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

16.3 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.

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

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

16.6 Where tenders are being invited for individual lots (contracts) or for any combination of lots (packages), tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 16.4, provided the Tenders for all lots (contracts) are opened at the same time.

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

17. *Currencies of Tender and Payment*

17.1 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.

18. *Documents Comprising the Technical Proposal*

18.1 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.

19. *Documents Establishing the Eligibility and Qualifications of the Tenderer*

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

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

19.3 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.

19.4 Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a 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.

19.5 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.

19.6 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT 6.3. 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.

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

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

19.9 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:

- i) if the procurement process is still ongoing, the tenderer will be disqualified from the procurement process, ii) if the contract has been awarded to that tenderer, the contract award will be set aside,
- iii) the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.

19.10 If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 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.

20. *Period of Validity of Tenders*

20.1 Tenders shall remain valid for the Tender Validity period specified in the **TDS**. The Tender Validity period starts from the date fixed for the Tender submission deadline (as prescribed by the Procuring Entity in accordance with ITT 24). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

20.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 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.

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.

21. *Tender Security*

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

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

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 debar 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.

22. *Format and Signing of Tender*

22.1 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.

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

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

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

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

D. Submission and Opening of Tenders

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.

24. Deadline for Submission of Tenders

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

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

25. Late Tenders

25.1 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.

26. Withdrawal, Substitution, and Modification of Tenders

26.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITT 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.

27. Tender Opening

27.1 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**.

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

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

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

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

27.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and pages of the 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**.

27.7 At the Tender Opening, the Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 25.1).

27.8 *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.

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

E. Evaluation and Comparison of Tenders

28. Confidentiality

28.1 Information relating to the evaluation of Tenders and recommendation of contract award shall not be disclosed to Tenderers or any other persons not officially concerned with the Tender process until information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 46.

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

28.3 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.**

29. Clarification of Tenders

29.1 To assist in the examination, evaluation, and comparison of the tenders, and qualification of the tenderers, the Procuring Entity may, at its discretion, ask any tenderer for a clarification of its tender, given a reasonable time for a response. Any clarification submitted by a tenderer that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the tenders, in accordance with ITT 33.

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

30. Deviations, Reservations, and Omissions

30.1 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.

31. Determination of Responsiveness

31.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the tender itself, as defined in ITT 13.

31.2 A substantially responsive Tender is one that meets the requirements of the Tender document without material deviation, **reservation, or omission. A material deviation, reservation, or omission is one that, if accepted, would:**

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.

32. *Non-material Non-conformities*

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

32.2 Provided that a Tender is substantially responsive, the Procuring Entity may request that the tenderer submit the necessary information or documentation, within a reasonable period, 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.

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

33. *Arithmetical Errors*

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

33.2 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

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

34. *Currency provisions*

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

35. *Margin of Preference and Reservations*

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

35.2 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.

36. *Nominated Subcontractors*

36.1 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.

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

36.3 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.

37. *Evaluation of Tenders*

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

37.2 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 ITT39;

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**.

38. *Comparison of Tenders*

38.1 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.

39. *Abnormally Low Tenders*

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

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

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

40. *Abnormally High Tenders*

40.1 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.

40.2 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.

40.3 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.

41. *Unbalanced and/or Front-Loaded Tenders*

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

41.2 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,

42. *Qualifications of the Tenderer*

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

42.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 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.

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

42.4 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.

42.5 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.

42.6 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.

43. Best Evaluated Tender

43.1 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.

44.1 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

45. 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.

46. Notice of Intention to enter into a Contract

46.1 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;

47. Standstill Period

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

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

Debriefing by the Procuring Entity 48.1 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.

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

49. Letter of Award

49.1 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.

50. Signing of Contract

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

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

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

51. Appointment of Adjudicator

51.1 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.

52. Performance Security

52.1 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.

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

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

53. Publication of Procurement Contract

53.1 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.

54. Procurement Related Complaints and Administrative Review

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

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

Section II - Tender Data Sheet (TDS)

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

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	A. General
ITT 1.1	<p>The name of the contract PROPOSED CONSTRUCTION OF ONE STOREY 6 NO. CLASSROOMS COMPLETE WITH STAFF ROOM AND ADMINISTRATION BLOCK AT CHEYMEN PRIMARY SCHOOL BELGUT CONSTITUENCY KERICHO COUNTY</p> <p>The reference number of the Contract is KCO/BEL/CHYEM/01/2023-2025</p> <p>The number and identification of lots (contracts) comprising this Tender are: <i>Not applicable</i></p> <p>Lot 1- Name _____</p> <p>Lot 2- Name _____</p> <p>Lot... Name _____</p>
ITT 2.3	The Information made available on competing firms is as follows:
ITT 2.4	The firms that provided consulting services for the contract being tendered for are: STATE DEPARTMENT FOR PUBLIC WORKS, P.O.BOX 7 – 20200 KERICHO
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be: <i>None</i>
	B. Contents of Tender Document
8.1	<p>Pre-Tender conference shall take place at the following date, time and place: <u><i>As indicated in the tender invitation</i></u></p> <p>Date: _____</p> <p>Time: __ Place: _</p> <p>A pre-arranged pretender visit of the site of the works shall take place at the following date, time and place:</p>
ITT 8.2	The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than: <u><i>As indicated in the tender invitation</i></u>
ITT 8.4	The Procuring Entity's website where Minutes of the pre-Tender meeting and the pre-arranged pretender site visit will be published is: <u><i>As indicated in the tender invitation</i></u>

ITT 9.1	<p>For Clarification of Tender purposes, for obtaining further information and for purchasing tender documents, the Procuring Entity's address is:</p> <p>Name of Procuring Entity: cheymen primary school Physical address for hand Courier Delivery to an office or Tender Box (City, Street, Building, Floor Number and Room) <u>As indicated in the tender invitation</u></p> <p>Postal Address P.O.BOX 106, SOSIOT</p>
ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>(3) Insert name, telephone number and e-mail address of the officer to be contacted. <u>As indicated in the tender invitation</u></p>
C. Preparation of Tenders	
ITP 13.1 (h)	<p>The Tenderer shall submit the following additional documents in its Tender:</p> <p>Valid Copy of certificate of incorporation/ Registration. (Certified by an advocate)</p> <p>Valid Current Tax Compliance Certificate issued by Kenya Revenue Authority</p> <p>Dully filled and signed Confidential Business Questionnaire</p> <p>Dully filled and signed form of tender</p> <p>Valid Copy of Current Single Business Permit (Certified by an advocate)</p> <p>Submission of valid CR12 form showing the list of directors /shareholding (issued within the last 6 months) or National Identity Card(s) for Sole Proprietorship/ Partnership</p> <p>Submission of original tender document (including supportive document) properly TAPE BOUND and paginated in the correct sequence and all pages must be initialed/signed/stamped. NB: Spiral Binding and use of Spring or Box Files will not be allowed and will result in automatic disqualification.</p> <p>Letter of authority to seek references from the Tenderer's bankers.</p> <p>Provide proof of Power of attorney.</p> <p>Submit certified copies of Audited accounts (Signed by Auditors and directors) for the last three (3) years (2021,2022 and 2023) (Certified by an advocate)</p>
ITT 15.1	Alternative Tenders <i>shall not be</i> considered.
ITT 15.2	Alternative times for completion <i>shall not be</i> permitted.
ITT 15.4	Alternative technical solutions shall be permitted for the following parts of the Works: <i>Not applicable</i>
ITT 16.5	The prices quoted by the Tenderer shall be: <i>fixed</i>
ITT 20.1	The Tender validity period shall be 150 days.

ITT 20.3 (a)	<p>If the days for award is delayed by a period exceeding 30 days</p> <p>The Tender price shall be adjusted by the following percentages of the tender price:</p> <p>By <i>Not applicable</i> % of the local currency portion of the Contract price adjusted to reflect local inflation during the period of extension, and</p> <p>By <i>Not applicable</i> % the foreign currency portion of the Contract price adjusted to reflect the international inflation during the period of extension.</p>
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ITT 21.1	The tenderer shall provide a tender security of Kenya Shillings Four Hundred and Eighty Thousand (Kshs. 480,000.00)
ITT 21.2 (d)	The other Tender Security shall be: - <i>Not applicable</i>
ITT 21.5	On the Performance Security, other documents required shall be: - <i>Not applicable</i>
ITT 22.1	In addition to the original of the Tender, the number of copies is: 2
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall
ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	consist of: <i>Proof of power of attorney</i>

D. Submission and Opening of Tenders

ITT 24.1	<p>(A) For <u>Tender submission purposes</u> only, the Procuring Entity's address is:</p> <p>Name of Procuring Entity: <i>CHEYMEN PRIMARY SCHOOL</i> Postal Address: <i>P.O. Box 106, kericho</i></p> <p>Physical address for hand Courier Delivery to an office or Tender Box (City, Street, Building, Floor Number and Room) <i>As indicated in tender invitation</i> (4) Date and time for submission of Tenders <i>As indicated in tender invitation</i></p> <p>(5) Tenders shall not submit tenders electronically.</p>
ITT 27.1	<p>The Tender opening shall take place at the time and the address for Opening of Tenders provided below: <i>As indicated in tender invitation</i></p> <p>Name of Procuring Entity:</p> <p>Physical address for the location (City, Street, Building, Floor Number and Room)</p> <p>State date and time of tender opening.</p>
ITT 27.1	If Tenderers are allowed to submit Tenders electronically, they shall follow the electronic tender submission procedures specified below: <i>Not applicable</i>

ITT 27.6	The number of representatives of the Procuring Entity to sign is: <i>As directed by the procuring entity</i>
E. Evaluation, and Comparison of Tenders	
ITT 32.3	The adjustment shall be based on the “ <i>average</i> ” price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.
ITT 35.2	The invitation to tender is extended to the following groups that qualify for Reservations: Women Enterprises, Youth Enterprises and Enterprises of persons living with disability.
ITT 36.1	At this time, the Procuring Entity “ <i>does not intend</i> ” to execute certain specific parts of the Works by subcontractors selected in advance.
ITT 36.2	Contractor’s may propose subcontracting: Maximum percentage of subcontracting permitted is: 10 % of the total contract amount . Tenderers planning to subcontract more than 10% of total volume of work shall specify, in the Form of Tender, the activity (ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualification and experience.

ITT 36.3	<p>The parts of the Works for which the Procuring Entity permits Tenderers to propose Specialized Subcontractors are designated as follows:</p> <p>N/A</p> <p>For the above-designated parts of the Works that may require Specialized Subcontractors, the relevant qualifications of the proposed Specialized Subcontractors will be added to the qualifications of the Tenderer for the purpose of evaluation.</p>
ITT 37.2 (d)	Additional requirements apply. These are detailed in the evaluation criteria in Section III, Evaluation and Qualification Criteria.
ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 51.1	The person named to be appointed as Adjudicator is ____ of ____ (<i>pride tel. no. full postal and email addresses</i>) at an hourly fee of Shs. _____ per day.
ITT 52.2	<p>Other documents required are:</p> <p>Program of Works / Progress Chart</p> <p>The bidder shall, before signing of the contract, provide Proof of registration with the National Construction Authority (NCA) category 6 under building works category with current annual contractors practicing license.</p>

ITT 54.1	<p>The procedures for making a Procurement-related Complaints are detailed in the “Regulations” available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to: <i>As indicated in the tender invitation</i></p> <p>For the attention: <i>[insert full name of person receiving complaints]</i></p> <p>Title/position: <i>[insert title/position]</i></p> <p>Procuring Entity: <i>[insert name of Procuring Entity]</i></p> <p>Email address: <i>[insert email address]</i></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <p>the terms of the Tender Documents; and</p> <p>the Procuring Entity’s decision to award the contract.</p>
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SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. 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.

2. Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements of “Part 2 – Procuring Entity's Works Requirements”, including checking for tenders with unacceptable errors, abnormally low tenders, abnormally high tenders and tenders that are front loaded. The Standard Tender Evaluation Report 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 unresponsive and will not be considered further.

ITEM	MANDATORY REQUIREMENTS (MR)
MR1	Valid Copy of certificate of incorporation/ Registration. (Certified by an advocate)
MR2	Valid Current Tax Compliance Certificate issued by Kenya Revenue Authority
MR3	Current National Construction Authority Registration Certificate (NCA 6 for Main Contractor and NCA 8 for Domestic Subcontractors;
MR4	Provide Current National Construction Authority Annual Contractors Practicing License for both the Main Contractor and Domestic Sub contractors
MR5	Current Certificate for Energy & Petroleum Regulatory Authority (EPRA B and above) for Electrical Set Installation Works.
MR6	Dully filled and signed Confidential business questionnaire
MR7	Valid Copy of Current Single Business permit (Certified by an advocate)
MR8	Submission of valid CR12 form showing the list of directors /shareholding (issued within the last 6 months) or National Identity Card(s) for Sole Proprietorship/ Partnership
MR9	Submission of original tender document (including supportive document) properly TAPE BOUND and paginated in the correct sequence and all pages must be

	initialed/signed/stamped. NB: Spiral Binding and use of Spring or Box Files will not be allowed and will result in automatic disqualification.
MR10	Letter of authority to seek references from the Tenderer's bankers.
MR11	Provide proof of Power of attorney.
MR12	Submit certified copies of Audited accounts (Signed by Auditors and directors) for the last three (3) years (2021,2022 and 2023) (Certified by an advocate)
MR 13	Provide Tender Security (Bid Bond) to the Procuring Entity that is in the required format, amount, from a reputable bank and that is valid for 150 days from the date of tender opening.
MR14	Dully filled and signed form of tender

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

STAGE 2: TECHNICAL EVALUATION

NO.	CRITERIA	MAX POINTS
1	Neatness of documents as per Tender Format i.e. a) Proper binding and paginating of all document without any breaks b) Clarity of information c) Proper labeling of contents d) Proper referencing of contents Relevance of attached documents in conformity with the requested information in tender document (5 marks broken down into 1 mark for each parameter)	5
2	Experience as Main Contractor in the similar construction nature and complexity including the related building services of at least 5 years. i) Above 5 years – 10 marks Five years – 6 marks	15

	<p>Less than five years but not below 1 year – 2 marks</p> <p>ii) Extra mark for 3 years' experience in Building Services Installation through qualified and NCA Registered domestic sub- contractors– 5 marks</p>	
3	<p>A statement of work methods (Methodology). Include charts, pictures, drawings and brief description in your illustrations (3 marks for each concept on Occupational Health & Safety, Works Execution Methods, Works programme and Site Organization</p>	15
4	<p>Qualified Technical Staff in the company/firm relevant to the Building Construction Industry who will actively be involved in the proposed project. Provide employment/ appointment letters, contract of the key personnel including length of service and termination dates, CV, Academic and professional certificates and evidence of registration with relevant professional bodies and telephone contacts.</p> <p>a) Degree - Project Manager (Architect, Civil Engineer or Quantity Surveyor) – 5 marks</p> <p>b) Diploma in Building, Civil Engineering, Quantity Surveying, Mechanical Engineering (BS), Electrical Engineering – 3 marks</p> <p>c) Certificate in Building, Civil Engineering, Quantity Surveying, Mechanical Engineering (BS), Electrical Engineering – 2 marks</p> <p>d) Artisan/ Grade test in Building construction, Plumbing and Electrical Installations – 1 mark</p> <p>(Bidders can only qualify in a or b and c to get maximum 10 marks)</p>	10

5	<p>Number of years of gainful employment of key staff</p> <p>Project Manager</p> <p>5 years and above – 4 marks</p> <p>3 to 5 years – 2 marks</p> <p>Less than three years – 1 marks</p> <p>Project Engineer</p> <p>5 years and above – 4 marks</p> <p>3 to 5 years – 2 marks</p> <p>Less than three years – 1 marks</p>	15
	<p>General Foreman</p> <p>5 years and above – 4 marks</p> <p>3 to 5 years – 2 marks</p> <p>Less than three years – 1 marks</p> <p>4. Safety Officer</p> <p>i) 3 years and above – 3 marks</p> <p>ii) Less than 5 years – 1 marks</p>	
6	<p>Accomplishments(completed contracts):(previous current projects) details of similar building projects undertaken successfully within the last 5 years with evidenced of 3 letters of reference from clients, Certificates of Occupation and Completion Certificates for the respective projects.(For a project to qualify it must be at least 70% complete.</p> <p>For projects that are not completed, letters of reference from respective Architects and Clients and endorsed by a Commissioner of Oaths/ Advocate registered in Kenya must be provided</p> <p>Above 5 projects----- 5 marks</p> <p>Two to Five projects ----- 3 marks</p> <p>1 project----- 1 marks</p> <p>(5 extra marks for 2 similar projects done)</p>	10
7	<p>Schedules of Contractors Equipment, Tools and Transport (attach proof or evidence of ownership)</p> <p>Key equipment/tools and transport – 6 marks</p> <p>Transport (vehicle) – 4 marks</p> <p>No means of transport and equipment – 0 marks</p>	10

8	Quality Assurance Policy - 2 Marks Quality Control Plan - 3 Marks	5
9	Demonstrate current soundness of the applicants financial position and its prospective long term profitability Audited financial report (last 3 years as described) - 6 Marks Evidence of adequacy of working capital Last 12 Months certified Bank Statements -2 Marks Letter from the bank confirming availability of adequate funds to perform the contract (minimum Kshs. 5 million - 2 Marks	10
10	Proof of availability of working office with functionalities (Attach proof of location/ physical address; utility bills, rent, lease valid agreements etc.)	5
	TOTAL	100

NOTE: The total marks are 100%. The pass mark is 70%. ONLY those bidders who obtain the mandatory cut off point shall be considered for the Financial Evaluation.

STAGE 3: FINANCIAL EVALUATION

- i. The financial evaluation will commence with financial ranking of the bids from the lowest to the highest.
- ii. In case of discrepancy between the unit price and the total price, the unit price shall prevail.
- iii. Errors will be calculated and the effect of the error on the overall bid shall be reported.

Comparison of bids with the estimate will be done and reported. Bids with inconsistent rating (Front, mid, back loading) will be noted and may be disqualified.

Comparison of bid rates with the estimate/ market rates will be done and discrepancies reported.

The bidder who meets all the above conditions, achieves the Highest Combined Technical and Financial Score will be recommended for further consideration.

Summary of Evaluation and Comparison of Tenders

The following evaluation criteria shall be applied notwithstanding any other requirement in the tender documents.

Selection Process

Quality Cost Based Selection

STEP 1: Preliminary evaluation

This will be an elimination stage which will be done as per criteria above

STEP 2: Technical Evaluation

Tenderers will be required to provide technical details on their product that meets the provided technical requirement. Only Tenderers who score 70% and above will be considered to be technically responsive and therefore be considered for further evaluation

Technical Evaluation Shall be based as per the evaluation criteria provided above Only bidders who score 70% and above will be subjected to financial evaluation. Those who score below 70% will be eliminated at this stage from the entire evaluation process and will not be considered further.

The table below summarizes the overall evaluation process and the proposed weighting of each stage.

AREA RATING	RATING/SCORE
STEP 1: Preliminary evaluation	Elimination
STEP 2: Technical Evaluation	70
STEP 3: Financial Evaluation	30
Combined Technical and Financial Score	100

STAGE 5 - POST-QUALIFICATION

An evaluation committee may, after tender evaluations, but prior to the award of the tender, conduct due diligence and present the report in writing to confirm and verify the qualifications of the tenderer who submitted the lowest evaluated responsive tender to be awarded the contract in accordance with this Act.

The conduct of due diligence may include obtaining confidential references from persons with whom the tenderer has had prior engagement.

To acknowledge that the report is a true reflection of the proceedings held, each member who was part of the due diligence by the evaluation committee shall-

initial each page of the report; and append his or her signature as well as their full name and designation

s/no	criteria
Award Criteria	<p>The CHEYMEN PRIMARY SCHOOL will award the contract to the successful tenderer whose tender will have been determined to be substantially responsive and have been determined to be the lowest evaluated tender within the prevailing market rates.</p> <p>Arithmetic correctness of the priced bill of quantities</p> <p>Comparison with prevailing market rates 3. All technically responsive bidders will be ranked and award given to the lowest evaluated bidder</p>

NOTE: The employer may seek further clarification/confirmation if necessary to confirm authenticity/compliance of any condition of the tender.

The tenderers who do not satisfy any of the above requirements shall be considered Non-Responsive and their tenders will not be evaluated further.

Tenders will proceed to the Technical Evaluation Stage (Second Stage-II) ONLY if they are in compliance with Stage One, Preliminary Evaluation
ge III: Financial Evaluation Criteria

3. 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:

.....

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

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

.....

4. Multiple Contracts

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.

5. *Alternative Tenders (ITT 13.1)*

An alternative if permitted under ITT 13.1, will be evaluated as follows:

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

6. Margin of Preference is not applicable

7. *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.

i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow of Ken ya Shillings

27,000,000 ii) Minimum average annual construction turnover of Kenya Shillings **100, 000,000**, equivalent calculated as total certified payments received for contracts in progress and/or completed within the last **3** years.

At least **3** 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 **27,500,000.00** equivalent.

Contractor's Representative and Key Personnel, which are specified as

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

Other conditions depending on their seriousness.

a) History of non-performing contracts:

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that non-performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last **five years (5)**. The required information shall be furnished in the appropriate form.

b) Pending Litigation

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

c) Litigation History

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last **Five years (5)**. 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.

FORM OF TENDER

INSTRUCTIONS TO TENDERERS

- i) All italicized text is to help the Tenderer in preparing this form.
- ii) The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address. Tenderers are reminded that this is a mandatory requirement.
- iii) Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION FORMS OF THE TENDERER as listed under (xxii) below.

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

Tender Name and Identification:.....[insert identification]

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

To: [Insert complete name of Procuring Entity]

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

To:[insert complete name of Procuring Entity]

Dear Sirs,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct and complete the Works and remedy any defects **therein for the sum¹ of Kenya Shillings [[Amount in figures] _____ Kenya Shillings [amount in words]_____**
The above amount includes foreign currency² amount (s) of [state figure or a percentage and currency] [figures]_____ [words] _____
2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Architect notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Special Conditions of Contract.
3. We agree to adhere by this tender until __[Insert date], and it shall remain binding upon us and may be accepted at any time before that date.
4. We understand that you are not bound to accept the lowest or any tender you may receive.

¹ This sum should be carried forward from the Summary of the Bills of Quantities. ² The percentage quoted above should not include provisional sums, and not more than two foreign currencies are allowed.

5. We, the under signed, further declare that:
- i) No reservations: We have examined and have no reservations to the tender document, including Addenda issued in accordance with ITT 28;
 - ii) Eligibility: We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3 and 4;
 - iii) 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];
 - iv) 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:
 - (a) Total price of each lot [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]; and
 - (b) Total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];
 - vii) Discounts: The discounts offered and the methodology for their application are:
 - viii) The discounts offered are: [Specify in detail each discount offered.]
 - ix) The exact method of calculations to determine the net price after application of discounts is shown below: [Specify in detail the method that shall be used to apply the discounts];
 - x) Tender Validity Period: Our Tender shall be valid for the period specified in TDS 18.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
 - xi) Performance Security: If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering document;
 - xii) One Tender Per Tender: We are not submitting any other Tender(s) as an individual Tender, and we are not participating in any other Tender(s) as a Joint Venture member or as a sub-contractor, and meet the requirements of ITT 3.4, other than alternative Tenders submitted in accordance with ITT 13.3;
 - xiii) Suspension and Debarment: We, along with any of our subcontractors, suppliers, Engineer, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.
 - xiv) State-owned enterprise or institution: [select the appropriate option and delete the other] [We are not a state-owned enterprise or institution]/[We are a state-owned enterprise or institution but meet the requirements of ITT 3.8];

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

Name of Recipient	Address	Reason	Amount

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

- xvi Binding Contract: We understand that this Tender, together with your written acceptance there of included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- xvii Not Bound to Accept: We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender or any other Tender that you may receive;
- xviii Fraud and Corruption: We here by certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption; and
- xix Collusive practices: We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent Tender Determination” attached below.
- xx We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from (specify website) during the procurement process and the execution of any resulting contract.
- xxi Beneficial Ownership Information: We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.
- xxii We, the Tenderer, have duly completed, signed and stamped the following Forms as part of our Tender:
- (a) Tenderer's Eligibility: Confidential Business Questionnaire - to establish we are not in any conflict of interest.
 - (b) Certificate of Independent Tender Determination - to declare that we completed the tender without colluding with other tenderers.
 - (c) Self-Declaration of the Tenderer - to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
 - (d) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

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

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

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

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

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

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

Datesigned _____ dayof _____

Notes

* In the case of the Tender submitted by joint venture specify the name of the Joint Venture as Tenderer.**Person signing the Tender shall have the power of attorney given by the Tenderer to be attached with the Tender.

(a) TENDERER'S QUESTIONNAIRE

ELIGIBILITY~CONFIDENTIAL

BUSINESS

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

General and Specific Details

(b) Sole Proprietor, provide the following details.

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

Citizenship_____

(c) Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

(d) Registered Company, provide the following details.

i) Private or public Company _____ii)
State the nominal and issued capital of the Company__

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

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

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

If yes, provide details as follows.

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

(i) 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		
	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

Certification

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

Full Name _____

Title or Designation _____

(Signature)

(Date)

b) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

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

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

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

Name _____
Title _____

Date _____

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

(c)SELF- DECLARATION FORMS

FORM SD1

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

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

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

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder Official Stamp

FORM SD2

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

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

- 1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No..... for (insert tender title/description) for (insert name of the Procuring entity) and duly authorized and competent to make this statement.
- 2. THAT theafore said Bidder, its servants and/or agents/subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of (insert name of the Procuring entity) which is the procuring entity.
- 3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of (name of the procuring entity).
- 4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
- 5. THAT what is deponed to here in above is true to the best of my knowledge information and belief.

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

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I (person) on behalf of (Name of the Business/ Company/Firm)
.....

..... declare that I have read and fully understood the contents
of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons
participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

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

Name of Authorized
signatory.....

Sign.....

Position.....

Office address.....
Telephone.....

Email.....

Name of the
Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name.....

Sign.....

Date.....

Description	Unit	Quantity	Rate	Amount
<u>Proposed Tution Block</u>				

CONTRACT AGREEMENT FORM

THIS AGREEMENT made the _____ day of _____, 20____, between _____ of _____ (hereinafter “the Procuring Entity”), of the one part, and _____ of _____ (hereinafter “the Contractor”), of the other part:

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

The Procuring Entity and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.a)the Letter of Acceptance
 - b) the Letter of Tender
 - c) the addenda Nos _____ (if any)
 - d) the Special Conditions of Contract
 - e) the General Conditions of Contract;
 - f) the Specifications
 - g) the Drawings; and
 - h) the completed Schedules and any other documents forming part of the contract.
3. In consideration of the payments to be made by the Procuring Entity to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Procuring Entity to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the Laws of Kenya on the day, month and year specified above.



**MINISTRY OF TRANSPORT, INFRASTRUCTURE, HOUSING AND URBAN
DEVELOPMENT.**

STATE DEPARTMENT OF PUBLIC WORKS - KERICHO COUNTY

TENDER

FOR

**PROPOSED CONSTRUCTION OF ONE STOREY 6 NO.
CLASSROOMS COMPLETE WITH STAFFROOM AND
ADMINISTRATION BLOCK**

AT

**CHYEMEN PRIMARY SCHOOL, P.O BOX 106-20205,
SOSIOT**

**ISSUED BY:
COUNTY WORKS OFFICER,
P.O BOX 7,
KERICHO**

**PROPOSED ERECTION TO COMPLETION 1 STOREY BLOCK 3 NO. CLASSROOMS COMPLETE WITH
STAFFROOM AT GROUND FLOOR UPTO GROUND FLOOR SUSPENDED SLAB AT CHYEMEN PRIMARY
SCHOOL**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SUBSTRUCTURE-ALL PROVISIONAL				
A	Cut down trees girth 600-900mm, remove out tree stumps and grab out roots	Item			
B	Allow for plunking and strutting	Item			
C	Allow for keeping excavations free from underground or storm water	Item			
D	Demolish existing structure as per engineer's direction and give materials to the client	item			
E	Bulk excavations to reduce levels and disposed off exceeding 100mm and dump away as directed	Cm	38		
F	Excavate for foundation trench not exceeding 1-5 m deep starting from reduced levels	Cm	150		
G	Ditto exceeding 1.5 deep but not exceeding 3.0m deep	Cm	00		
H	Ditto in column bases not exceeding 3.0 deep	Cm	39		
I	Extra over for excavating in rock of any class	Cm	4		
J	Return fill in and ram excavated material around foundation	Cm	99		
K	Cart-away surplus excavated materials to where directed	Cm	51		
L	Fill in imported approved murrum to build up levels compacting in layers of 300mm thick sprinkling with water	Sm	66		
	CARRIED TO COLLECTION				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A	350mm hardcore filling well watered and compacted to receive murrum(m.s)	Sm	375		
B	50mm thick murrum blinding well compacted to receive floor bed(m.s)	Sm	375		
C	Premise 200cc or any other equal and approved anti-termite treatment applied as per manufactures printed instructions	Sm	375		
	Concrete work				
D	50mm thick mass concrete 1:4:8 blinding under foundation	Sm	99		
E	Ditto in column bases	Sm	73		
F	Vibrated reinforcement concrete 1:2:4 to:-				
G	150mm thick floor slab	Sm	375		
H	Ditto in strip foundation footing	Cm	15		
I	Ditto in columns	Cm	7		
J	Ditto in column bases	Cm	32		
K	Ditto in steps	Cm	2		
L	Extra over 150mm bed for thickening underside sizes 600mm(average)x300mm(average)including hand packing hardcore to a slope both sides and all necessary formwork(concrete 1:6;6)	Lm	7		
		Cm	1		
M	Ditto under staircase footing	Sm	18		
N	12mm flex cell expansion joint	Lm	3		
O	25x25mm'' expedite'' sealant				
	CARRIED TO COLLECTION PAGE 4				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A	Reinforcement One layer B.R.C ref. No. A 142 fabric reinforcement with 150mm end laps tying wire and spacer blocks weighing 222kg/Sm (measured net, allow for laps)	Sm	500		
B	Reinforcement 8mm diameter square twisted ditto	Kg	900		
C	10mm diameter square twisted ditto	Kg	0		
D	12mm diameter square twisted ditto	Kg	1800		
E	16mmditto	Kg	2963		
	Sawn form work to:-				
F	Sides of strip foundation	Sm	18		
G	Side of columns	Sm	32		
H	Ditto but circular columns 300mm diameter	Sm	4		
I	Sides of columns bases	Sm	82		
J	Sides and edges of floor bed 75-160mm high	Lm	6		
K	Sides of ramp and staircase	Sm	15		
L	Edges of steps 150-225mm high	Lm	200		
	Walling				
M	200mm thick solid quarry stone walling in cement sand mortar 1:4 with and including hoop-iron after every 2 nd alternate course	Sm	260		
	CARRIED TO COLLECTION PAGE 4				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Damp proofing				
A	500mm gauge polythene damp proof membrane with 150mm(min) end and side laps	Sm	375		
	3ply hessian based bituminous felt damp proof course bedded on mortar including leveling:-				
B	200mm wide damp proof course under walls	Lm	165		
C	150mm ditto	Lm	0		
	Plinths				
D	12mm thick rendering in cement sand mortar 1:4	Sm	55		
E	Prepare and apply 3 coats black bituminous paint to ditto	Sm	55		
	TOTAL CARRIED TO COLLECTION BELOW				
	COLLECTION				
A	Brought forward from PG 1				
B	Brought forward from PG 2				
C	Brought forward from PG 3				
D	Brought forward from above				
	CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	WORKS VIBRATED REINFORCED CONCRETE 1:2:4 (20/20)in				
A	Ring beams & lintels	Cm	22		
B	Fascia beams	00	00		
C	Ditto in columns	Cm	13		
D	Staircase beam and ramp beams	Sm	32		
E	Ditto in 175mm thick suspended slab	Cm	66		
F	Ditto in ramp to slop not exceeding 15 degrees	Sm	9		
G	Ditto but curved on plan to a radius of 2.5	Sm	8		
H	Ditto in staircase landing	Cm	2		
I	Staircase Brest, risers and steps	Cm	4		
J	Ditto in W/C sump	Sm	00		
	FORMWORK				
K	Sides of columns	Sm	140		
L	Ditto circular columns	Sm	36		
M	Sides beams	Sm	140		
N	Soffits of beams	Sm	42		
O	Soffits of suspended slab	Sm	375		
	CARRIED TO COLLECTION PAGE 6				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A	Soffits of slanting surface of staircase and edges	Sm	3		
B	Ditto landings	Sm	9		
C	Ditto staircase beam to sides and soffits	Sm	9		
D	Edges of suspended slab 75-150mm high	Lm	82		
E	Edges of landing 150-225mm high	Lm	30		
	Reinforcement				
F	8mmdiameter bars to K.s 5732005 as before described	Kg	1600		
G	10mm diameter square twisted ditto	Kg	1800		
H	12mm ditto	Kg	900		
I	16mm ditto	Kg	1600		
J	20mm ditto	Kg	1700		
	Carried to collection				
	COLLECTION				
	Brought forward from PG5				
	Brought forward from above				
	CARRIED TO SUMMARY				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	<u>ROOFING</u>				
	<u>Galvanized corrugated sheet roofing;28 gauge ;Pre-painted</u>				
	Roof covering not exceeding 45° from horizontal fixing to timber structure(m/s) with roofing nails and neoprene washers J bolts nuts neoprene washers and caps.	0	Sm		
	Ditto valley gutters				
	Accessories fixing as necessary to roof	0	Lm		
B	Ridge cap				
	<u>CARPENTRY</u>	0	Lm		
	<u>The following in sawn celcured cypress</u>				
	100 x 50mm rafters				
	Ditto tie beams	0	Lm		
C	Ditto king post	0	Lm		
D	Ditto purlins	0	Lm		
E	100x 50mm strut and ties	0	Lm		
		0	Lm		
	<u>CARRIED TO SUMMARY</u>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	<u>DOORS</u> Steel door gauge 16 plate welded to frames as per engineer's instruction 1200x1500mm double opening outside	3	No		
B	Flush doors complete with frames and all other necessary accessories	4	No		
	CARRIED TO COLLECTION PAGE 10				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>IRON MONGER</u> <u>Supply and fix the following to UNION catalogue or other equal and approved</u> Two softwood hardwood or the like fixing with screws				
A	Three lever mortice lock complete with set lever brass handle furniture	0	No		
B	100mm steel butt hinges	0	Pairs		
C	Rubber door stop complete with 38mm rawl bolt	10	No		
	<u>Painting and Decorations</u> <u>Prepare and apply three coats oil paints full gloss to Crown Solo or other equal and approved to;-</u>				
D	Metal surface	20	Lm		
E	Timber surface	0	Sm		
	<u>Aluminum primer or other equal and approved wood primer before fixing</u>				
F	Backs of frame ,board etc. over 100mm but not exceeding 200mmgirth	32	Lm		
	<u>Prepare and apply three coats oil paints full gloss to Crown Solo or other equal and approved to; -</u>				
G	Timber Frames; over 100mm but not exceeding 200mm girth.	0	Lm		
	CARRIED TO COLLECTION				
	COLLECTION FROM PAGE 9 FROM ABOVE				
	TOTAL FOR DOORS CARRIED TO SUMMARY				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>WINDOWS</u>				
A	Wrot Cypress 150x25mm thick window boards including bull-nosed edges and 25x25mm bearer, plugged, counter sinking and flush pelleting 15x15mm quadrant bead	150	Lm		
B	<u>Pelmet box</u> Comprising 150x 25mm wide fascia 2 No. 150 x 25mm ends 100mm long x25mm block board top and 50 x 25mm wrot cypress bearer plugged [104No.]	6	Lm		
	<u>Supply and fixe the following purpose made mild steel casement windows standard metal section from approved manufacturer complete with frames transoms mullions and with and including permanent ventilators comprising 'T' bar gauze and 16-gauge sheet metal hood 50mm high x 50mm projection to full width of window, coupling mullions approved ironmongery and one coat manufacturer's primer, all welding ground to smooth finish</u>				
C	Steel, for glazing with putty, lugs to two jambs cutting and pinning to concrete or block work fixing to head and sill with screws; plugging	144	Lm		
D	Windows, overall size 1500 x 1500mm high with 2No. openable and 2No fixed light each size 450x1700mm high	28	No		
E	Ditto but 1200x1700 high	0	No		
F	Ditto but 900x600	0	No		
	CARRIED TO COLLECTION PAGE 12				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Window Grills				
	GLAZING				
A	4mm thick clear sheet glass panes over 01 but not exceeding 0.5 square meters ;fixing with putty	62	Sm		
B	Translucent glass	10	Sm		
	<u>Prepare and apply three coats oil paint full gloss to Crown Solo or other equal and approved to:</u>				
C	General window surface; over 300mm girth internal	72	Sm		
D	General window surface : over 300mm girth external	0	Sm		
E	Surface of metal (burglar proofing grills)	0	Sm		
	CARRIED TO COLLECTION				
	COLLECTION				
	FROM PAGE 11				
	FROM ABOVE				
	TOTAL CARRIED TO SUMMARY				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>FINISHES</u> <u>Wall finishes</u> <u>Plaster 12mm thick 2No.coatwork,9mm first coat of cement sand (1;6)3mm second coat of cement and lime putty (1;10) steel trowelled to concrete or block work base generally to:-</u> A Wall ; internal 512 Sm B Extra over horizontal pointing in 10mm thick rod in cement and sand (1;3) mortar to external wall 254 Sm C 3200 X 1500mm wide,25mm thick blockboard plugged to concrete or blockwork complete with 50x25mm thick chamfered frame all round; 3coats of black bituminous paint 2 No <u>Paint and Decorations</u> <u>Prepare and apply three coats of first plastic emulsion paint for:-</u> D Plastered walls and beams 700 Sm <u>Prepare and apply three coats of first quality of black bitumastic paint to;-</u> E Chalk board; 14 Sm				
	CARRIED TO COLLECTION PAGE 17				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p><u>CEILING FINISHES</u></p> <p><u>Approved wrot cypress, prime grade pressure impregnated</u></p> <p>100 x25mm moulded cornice</p> <p>0 Lm</p> <p><u>Approved sawn softwood second grade pressure impregnated</u></p> <p>50 x50mm brandering</p> <p>0 Lm</p> <p><u>PLAIN SHEET FINISHES</u></p> <p><u>Cellotex ceiling boards</u></p> <p>9mm thick nailed to 50 x50mm timber brandering[m/s] nails punched and purified set to pattern to ceilings</p> <p>0 Sm</p> <p>Extra; access panel 600 x 600 ,50 x50mm softwood framing all round fixing with chromium plated screws and cup washers</p> <p>0 No</p> <p><u>Painting and Decorations</u></p> <p><u>To wood surfaces</u></p> <p><u>Knot prime and stop and prepare and apply three coats polyurethane matt varnish on woodwork internally</u></p> <p>0 Lm</p> <p>Moulded cornice not exceeding 100mm girth</p> <p><u>Prepare and apply three coats oil paint full gloss to Crown Solo or other equal and approved to:</u></p> <p>0 Sm</p> <p>Soft board surfaces</p>				
	CARRIED TO COLLECTION PAGE 17				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	Metal work PURPOSE MADE UNITS 1000mm long, 20mm diameter steel rods, tonged alone end bull into concrete other end welded and ground smooth	50	No		
B	Handrail and bottom rail 10x4mm thick steel flat welded and ground smooth to balustrades	44	Lm		
C	Intermediate rails 10x4mm thick steel flat welded and ground smooth to balustrades	44	Lm		
D	Wrot mahogany 100x50mm moulded handrail screwed to steel flat including countersinking and flush pelleting	44	Lm		
	<u>Painting and Decorations</u> <u>To metal surfaces</u> <u>One coat etching primer: One undercoat, two coats</u> <u>super gloss oil paint to "Crown paints" or other equal</u> <u>and approved</u>				
E	Small pipes	132	Lm		
F	Frames; 100 to 200mm girth	96	Lm		
G	To wood surfaces				
	<u>Knot prime and stop, prepare and apply three coats</u> <u>of two back polyurethane varnish on: -</u>				
H	Surfaces of handrail and skirting over 100mm but not exceeding 200mm girth.	20	Lm		
	TOTAL TO COLLECTION				

GRAND SUMMARY FOR BUILDERS WORK

[illegible]

PRIME COST AND PROVISIONAL

ITEM	DESCRIPTION	AMOUNT
A	Allow Ksh 250,000 (Two hundred and fifty thousand) for electrical installation and KPL connection	
B	Allow Ksh. 100,000(one hundred thousand) for project management	
C	Allow Ksh. 100,000(one hundred thousand) for engineers' supervision	
D	Allow Ksh.200,000 (Two hundred thousand shillings) for project approvals (NEEMA, NCA and consultancy approvals)	
	CARRIED TO GRAND SUMMARY	

GRAND SUMMARY

ITEM	DESCRIPTION	AMOUNT
A	BUILDERS WORK	
B	PROVISIONAL SUM	
	SUBTOTAL	
	ADD 16% VAT	
	TOTAL FOR ERECTION TO COMPLETION 1 STOREY BLOCK 3 NO. CLASSROOMS COMPLETE WITH STAFFROOM AT GROUND FLOOR UPTO GROUND FLOOR SUSPENDED SLAB AT CHYEMEN PRIMARY SCHOOL	

**PROPOSED CONSTRUCTION TO COMPLETION 1 STOREY BLOCK 3 NO. CLASSROOMS COMPLETE
WITH ADMINISTRATION OFFICE AT FIRST FLOOR FROM GROUND FLOOR SUSPENDED SLAB TO
COMPLETION AT CHYEMEN PRIMARY SCHOOL**

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	WALLING 200mm thick approved local ; machine cut bedding jointing and pointing in cement sand(1;3) mortar	300	Sm		
B	Ditto gable walls	30	Sm		
C	150mm thick solid concrete block walling internally in iron after every 2 nd alternate course	243	Sm		
D	12mm flex cell expansion joint	48	Sm		
E	25x25mm;;expedite;; sealant	8	Lm		
	TOTAL FOR EXTERNAL AND INTERNAL WALLING CARRIED TO SUMMARY				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ROOFING</u>				
	<u>Galvanized corrugated sheet roofing;28 gauge</u>				
	<u>:Pre-painted</u>				
A	Roof covering 30 gauge not exceeding 45° from horizontal fixing to timber structure(m/s) with roofing nails and neoprene washers J bolts nuts neoprene washers and caps.	570	Sm		
B	Ditto valley gutters	90	Lm		
	Accessories fixing as necessary to roof				
C	Ridge cap	32	Lm		
	<u>CARPENTRY</u>				
	<u>The following in sawn celcured cypress</u>				
D	100 x 50mm rafters (4x2) and wall plate	500	Lm		
E	Ditto tie beams (6x2)	300	Lm		
F	Ditto king post(4x2)	55	Lm		
G	Ditto purlins(3x2)	520	Lm		
H	100x 50mm strut and ties(4x2)	400	Lm		
	Rain Water Goods				
I	200x200x28 gauge galvanized mild steel purpose made box gutters	380	Lm		
J	Extra over gutter for stopped ends	16	No		
K	Ditto for rainwater outlets	16	No		
L	Ditto for soldered bends	16	No		
M	75x75mmx18 gauge galvanized mild steel purpose made rainwater down pipe	16	No		
	<u>CARRIED TO SUMMARY</u>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	<p><u>WINDOWS</u></p> <p>Wrot Cypress 150x25mm thick window boards including bull-nosed edges and 25x25mm bearer, plugged, counter sinking and flush pelleting 15x15mm quadrant bead</p> <p><u>Supply and fixed the following purpose made mild steel casement windows standard metal section from approved manufacturer complete with frames transoms mullions and with and including permanent ventilators comprising 'T' bar gauze and 16-gauge sheet metal hood 50mm high x 50mm projection to full width of window, coupling mullions approved ironmongery and one coat manufacturer's primer, all welding ground to smooth finish</u></p>	150	Lm		
B	Steel, for glazing with putty, lugs to two jambs cutting and pinning to concrete or block work fixing to head and sill with screws; plugging	144	Lm		
C	Windows, overall size 1500 x 1500mm high with 2No. openable and 2No fixed light each size 450x1700mm high	28	No		
	Carried to collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Window Grills				
	GLAZING				
A	4mm thick clear sheet glass panes over 01 but not exceeding 0.5 square meters ;fixing with putty	72	Sm		
B	Translucent glass	9	Sm		
	<u>Prepare and apply three coats oil paint full gloss to Crown Solo or other equal and approved to:</u>				
C	General window surface; over 300mm girth internal	40	Sm		
D	General window surface : over 300mm girth external	0	Sm		
E	Surface of metal (burglar proofing grills)	0	Sm		
	CARRIED TO COLLECTION				
	COLLECTION				
	FROM PAGE 7				
	FROM ABOVE				
	TOTAL CARRIED TO SUMMARY				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>FINISHES</u> <u>Wall finishes</u> <u>Plaster 12mm thick 2No.coatwork,9mm first coat of cement sand (1;6)3mm second coat of cement and lime putty (1;10) steel trowelled to concrete or block work base generally to:-</u>				
A	200mm external walling	300	Sm		
B	150mm internal	243	Sm		
C	Extra over horizontal pointing in 10mm thick rod in cement and sand (1;3) mortar to external wall	243	Sm		
D	3200 X 1500mm wide,25mm thick blockboard plugged to concrete or blockwork complete with 50x25mm thick chamfered frame all round; 3coats of black bituminous paint	3	No		
	Paint and Decorations <u>Prepare and apply three coats of first plastic emulsion paint for:-</u>	800	Sm		
	Plastered walls and beams				
	<u>Prepare and apply three coats of first quality of black bitumastic paint to:-</u>	14	Sm		
	Chalk board;				
	CARRIED TO COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>CEILING FINISHES</u> <u>Approved wrot cypress, prime grade pressure impregnated</u>				
A	100 x25mm moulded cornice	250	Lm		
	<u>Approved sawn softwood second grade pressure impregnated</u>				
B	50 x50mm brandering	1500	Lm		
	<u>PLAIN SHEET FINISHES</u> <u>Cellotex ceiling boards</u>				
C	9mm thick nailed to 50 x50mm timber brandering[m/s] nails punched and purified set to pattern to ceilings	375	Sm		
D	Extra; access panel 600 x 600 ,50 x50mm softwood framing all round fixing with chromium plated screws and cup washers <u>Painting and Decorations</u> <u>To wood surfaces</u>	3	No		
	<u>Knot prime and stop and prepare and apply three coats polyurethane matt varnish on woodwork internally</u>				
E	Moulded cornice not exceeding 100mm girth <u>Prepare and apply three coats oil paint full gloss to Crown Solo or other equal and approved to:</u>	250	Lm		
F	Soft board surfaces	375	Sm		
	CARRIED TO COLLECTION				

GRAND SUMMARY FOR BUILDERS WORK

[illegible]

ITEM	DESCRIPTION	AMOUNT
A	Allow Ksh 200,000 (Two hundred thousand) for electrical installation and KPL connection	
B	Allow Ksh 500,000 (five hundred thousand, four hundred and fifteen) for contingencies	
C	Allow Ksh. 100,000(one hundred thousand) for project management	
D	Allow Ksh. 100,000(one hundred thousand) for engineers supervision	
	CARRIED TO GRAND SUMARY	

**SUMMARY FOR PROPOSED CONSTRUCTION TO COMPLETION 1 STOREY
BLOCK 3 NO. CLASSROOMS COMPLETE WITH ADMINISTRATION OFFICE
AT FIRST FLOOR FROM GROUND FLOOR SUSPENDED SLAB TO
COMPLETION AT CHYEMEN PRIMARY SCHOOL**

ITEM	DESCRIPTION	AMOUNT
A	BUILDERS WORK	
B	PROVISIONAL SUM	
	TOTAL	
	ADD 16% VAT	
	TOTAL FOR PROPOSED CONSTRUCTION TO COMPLETION 1 STOREY BLOCK 3 NO. CLASSROOMS COMPLETE WITH ADMINISTRATION OFFICE AT FIRST FLOOR FROM GROUND FLOOR SUSPENDED SLAB TO COMPLETION AT CHYEMEN PRIMARY SCHOOL	

**GRAND SUMMARY FOR PROPOSED CONSTRUCTION TO COMPLETION 1 STOREY BLOCK 6
NO. CLASSROOMS COMPLETE WITH STAFFROOM AND ADMINISTRATION OFFICE AT
CHYEMEN PRIMARY SCHOOL**

ITEM	DESCRIPTION	AMOUNT
A	TOTAL FOR PROPOSED CONSTRUCTION TO COMPLETION 1 STOREY BLOCK 3 NO. CLASSROOMS COMPLETE WITH STAFFROOM AT GROUND FLOOR UPTO GROUND FLOOR SUSPENDED SLAB AT CHYEMEN PRIMARY SCHOOL	
B	TOTAL FOR PROPOSED CONSTRUCTION TO COMPLETION 1 STOREY BLOCK 3 NO. CLASSROOMS COMPLETE WITH ADMINISTRATION OFFICE AT FIRST FLOOR FROM GROUND FLOOR SUSPENDED SLAB TO COMPLETION AT CHYEMEN PRIMARY SCHOOL	
C	TOTAL FOR GENERAL PRELIMINARIES	
	GRAND TOTAL	



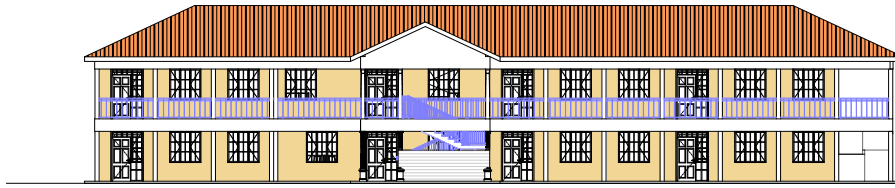
ELEVATION Q2-REAR 1:100



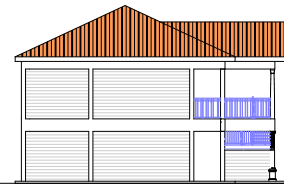
ELEVATION Q3-SIDE 1:100



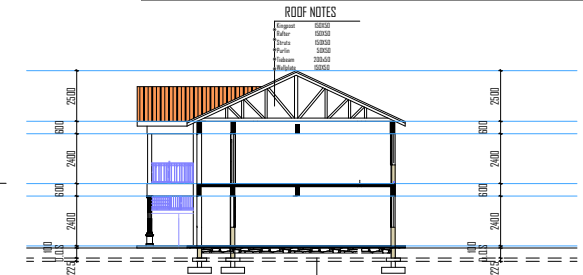
3D PICTURE PRESENTATION.



ELEVATION Q1-FRONT 1:100



ELEVATION Q4-SIDE 1:100

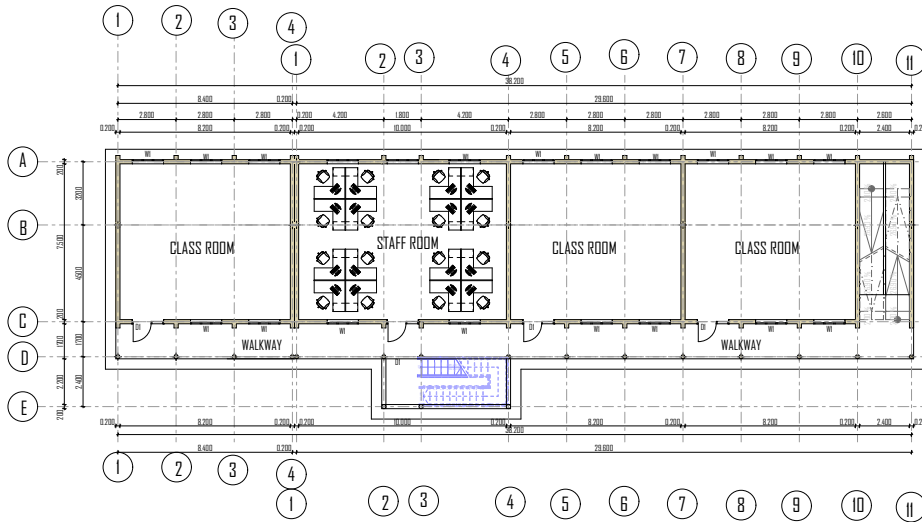


SECTION X-X 1:100

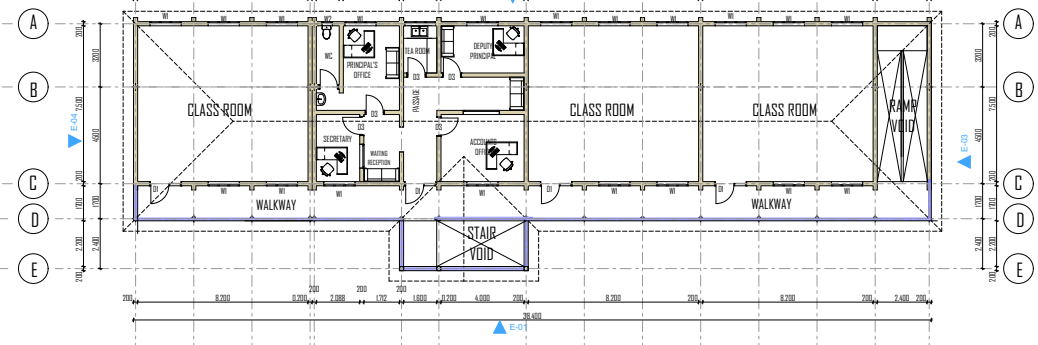
ROOF NOTES

Engineer 00000
 Architect 00000
 Draftsman 00000
 Plumber 00000
 Electrician 00000
 Carpenter 00000

Depth of Foundation to be determined on site.
 1000 gauge DPM laid beneath 150 deep concrete floor slab (1:3:6)
 100 deep Gravel as blinding layer.
 100 deep approved Hardcore filling and should be well compacted.
 600x200 Strip Foundation footing (1:3:6).



GROUND FLOOR PLAN LAYOUT 1:100



FIRST FLOOR PLAN LAYOUT 1:100

specification

- Any Discrepancies to be Discussed with the Architect.
- Permanent Permanent Street along all doors and windows.
- All Roof Pitches 25° whenever.
- All Superstructure Walls shall be 200mm thick.
- All Sanitary Goods to meet Ministry of Public Health Standards.
- All Structural Members (i.e. Columns, Beams, Strip and Pad Foundations, Slabs, Staircase etc.) to Structural Engineer Detail.

Project

**PROPOSED SIX No CLASSROOMS, STAFFROOM
 AND ADMINISTRATION OFFICES
 AT CHYEMEN PRIMARY SCHOOL- SOSIOT
 KERICHIO COUNTY.**

Client

**MINISTRY OF EDUCATION
 CHYEMEN PRIMARY SCHOOL
 P O BOX 106-20205
 SOSIOT.**

Drawn

WORKS OFFICER
 P. O. Box 7-20200
 Kericho.

Checked by.

COUNTY WORKS OFFICER
 P. O. Box 7
 KERICHIO.

Meas.

All Measurements are in Millimetres unless otherwise stated

Scale

1:100 1:500

Date



MINISTRY OF TRANSPORT, INFRASTRUCTURE, HOUSING AND URBAN
 DEVELOPMENT.
 STATE DEPARTMENT OF PUBLIC WORKS.