



## TENDER DOCUMENT

FOR

### PROPOSED RENOVATION AND ALTERATION OF MANDERA COMMUNITY LIBRARY

TENDER NO. KNL/HQ/T004/2022/2023

PREPARED BY

MINISTRY ROADS TRANSPORT AND PUBLIC WORKS DIRECTORATE OF PUBLIC WORKS

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**CLIENT**

KENYA NATIONAL LIBRARY SERVICE  
P.O BOX 30573 00100  
NAIROBI

**Date of Tender Opening: 11<sup>th</sup> July, 2023 at 1100hrs East African Time**

	<u>PAGE</u>
INTRODUCTION .....	1
SECTION I: INVITATION TO TENDER .....	2
SECTION II: INSTRUCTIONS TO TENDERERS .....	3 - 14
SECTION III: CONDITIONS OF CONTRACT .....	15- 36
SECTION IV: APPENDIX TO CONDITIONS OF CONTRACT .....	37 - 39
SECTION V: SPECIFICATIONS .....	40 - 41
SECTION VI: DRAWINGS .....	42
SECTION VII: BILLS OF QUANTITIES .....	43 - 46
SECTION VIII: STANDARD FORMS .....	47 – 66

## **SECTION I**

### **INVITATION TO TENDER**

#### **1. KENYA NATIONAL LIBRARY SERVICES:**

Kenya National Library Services  
Maktaba Kuu Building, Upperhill Area  
Box 30573-00100, Nairobi, Kenya

#### **2. CONTRACT NAME AND DESCRIPTION: Proposed Renovation and Alteration of Mandera Community Library**

#### **3. Tender Number: TENDER NO. KNL/HQ/T004/2022/2023**

#### **4. The Kenya National Library Services invites sealed tenders for the Proposed Renovation and Alteration of Mandera Community Library for competent and skilled tenderers.**

1.

#### **5. Tendering will be conducted under *open competitive method* using a standardized tender document. Tendering is open to all qualified and interested Tenderers. *IN case tender is subject to multiple contracts/lots, insert The tender is loted as one no multiple contracts.***

#### **6. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours *from.0900 to1600 hours* at the address given below. More details on the Services are provided in **PART 2 - Services' Requirements**, Section V - Description of Services of the Tender Document.**

**The Chief Executive Officer  
Kenya National Library Services  
Maktaba Kuu Building,  
UpperHill Area  
Box 30573-00100,  
Nairobi, Kenya**

#### **7. A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non-refundable fees of **Kshs. 1,000.00** in cash or Banker's Cheque and payable to the address given below. Tender documents may be obtained from the Website **Error! Hyperlink reference not valid.**or Public Procurement and Information Portal(PPIP)**

#### **8. Tender documents obtained electronically will be free of charge. Electronic Tenders *will not* be permitted.**

#### **9. Tender documents may be viewed and downloaded for free from the website **Error! Hyperlink reference not valid.**Tenderers who download the tender document must forward their particulars immediately to [tender@knls.ac.ke](mailto:tender@knls.ac.ke) to facilitate any further clarification or addendum if any. *No other communication channel shall be used except through this email address.***

#### **10. All Tenders must be accompanied by a *tender security* of **Kshs. 1,000,000.00 (Kenya Shillings One Million Only).****

#### **11. The Tenderer shall chronologically serialize all pages of the tender documents submitted. (this should be sequential in the format of 1,2,3,4,5.....) from the first page to the last page.**

12. Completed tenders must be delivered to the address below on or before **11<sup>th</sup> July, 2023 at 1100hrs East Africa Time**.

**The Chief Executive Officer,  
Kenya National Library Services  
Maktaba Kuu Building  
P.O Box 30573-00100 Nairobi, Kenya.**

13. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.

14. Late tenders will be rejected.

15. The addresses referred to above are:

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

The addresses referred to above are:

**The Chief Executive Officer,  
Kenya National Library Services  
Maktaba Kuu Building  
P.O Box 30573-00100 Nairobi, Kenya.**

**The officer to be contacted:**

Principal Supply Chain Officer

Email: [hodsupplychain@knls.ac.ke](mailto:hodsupplychain@knls.ac.ke)  
[tender@knls.ac.ke](mailto:tender@knls.ac.ke)

Tel: +254 711 377918/ 254 728  
607627

**Address for Submission of Tenders.**

**The Chief Executive Officer,  
Kenya National Library Services  
Maktaba Kuu Building  
Supply Chain Department, 6<sup>th</sup> floor  
P.O Box 30573-00100 Nairobi, Kenya.**

**Address for Opening of Tenders.**

Kenya National Library Services  
Maktaba Kuu Building  
Conference room, 5<sup>th</sup> floor  
P.O Box 30573-00100 Nairobi, Kenya.

Dr. Charles Nzivo

**Chief Executive Officer**

## **SECTION I: INSTRUCTIONS TO TENDERERS**

### **A. General Provisions**

#### **1. Scope of Tender**

- 1.1 The Kenya National Library Services 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 Kenya National Library Services 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 Kenya National Library Services 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 Kenya National Library Services 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 Kenya National Library Services shall indicate in the **TDS** firms (if any) that provided consulting services for the contract being tendered for. The Kenya National Library Services shall check whether the owners or controllers of the Tenderer are same as those that provided consulting services. The Kenya National Library Services 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 Kenya National Library Services, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.

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

- a) Directly or indirectly controls, is controlled by or is under common control with another tenderer; or
- b) Receives or has received any direct or indirect subsidy from another tenderer; or
- c) Has the same legal representative as another tenderer; or
- d) Has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Kenya National Library Services regarding this tendering process; or
- e) Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender; or
- f) any of its affiliates has been hired (or is proposed to be hired) by the Kenya National Library Services as Engineer for the Contract implementation; or
- g) Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the contract specified in this Tender Document or
- h) Has a close business or family relationship with a professional staff of the Kenya National Library Services who:
- i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract; or
- ii) 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 Kenya National Library Services throughout the tendering process and execution of the Contract.

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

3.5 A Tenderer (either individually or as a JV member) shall not participate in more than one Tender, except for permitted alternative tenders. This includes participation as a subcontractor in other Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved. 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.

3.6 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.

- 3.7 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](http://www.ppra.go.ke).
- 3.8 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.
- 3.9 A Firms and individuals may be ineligible if their countries of origin (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. A tenderer shall provide such documentary evidence of eligibility satisfactory to the Kenya National Library Services, as the Kenya National Library Services shall reasonably request.
- 3.10 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 Kenya National Library Services determine if this condition is met shall be provided in for this purpose is be provided in "*SECTION III - EVALUATION AND QUALIFICATION CRITERIA, Item 9*".
- 3.11 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.
- 3.12 The National Construction Authority Act of Kenya requires that all local and foreign contractors be registered with the National Construction Authority and be issued with a Registration Certificate before they can undertake any construction works in Kenya. Registration shall not be a condition for tender, but it shall be a condition of contract award and signature. A selected tenderer shall be given opportunity to register before such award and signature of contract. Application for registration with National Construction Authority may be accessed from the website [www.nca.go.ke](http://www.nca.go.ke).
- 3.13 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for

tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website [www.cak.go.ke](http://www.cak.go.ke)

- 3.14 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 Kenya National Library Services'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 Kenya National Library Services 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 Kenya National Library Services to enter upon its premises and lands for the purpose of such visit. The Tenderer shall indemnify the Kenya National Library Services 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**

- i) 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 Kenya National Library Services is not part of the Contract documents.

6.3 Unless obtained directly from the Kenya National Library Services, the Kenya National Library Services 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 Kenya National Library Services shall prevail.

6.4 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 Kenya National Library Services shall specify in the **TDS** if a pre-tender meeting will be held, when and where. The Kenya National Library Services 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 Kenya National Library Services 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 Kenya National Library Services 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 Kenya National Library Services 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 Kenya National Library Services in writing at the Kenya National Library Services 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 Kenya National Library Services 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 Kenya National Library Services 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 Kenya National Library Services 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 Kenya National Library Services 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 Kenya National Library Services 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 Kenya National Library Services in accordance with ITT 6.3. The Kenya National Library Services shall also promptly publish the addendum on the Kenya National Library Services'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 Kenya National Library Services 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 Kenya National Library Services 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 Kenya National Library Services, 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:

- a) Form of Tender prepared in accordance with ITT 14;
- b) Schedules including priced Bill of Quantities, completed in accordance with ITT 14 and ITT 16;
- c) Tender Security or Tender-Securing Declaration, in accordance with ITT 21.1;
- d) Alternative Tender, if permissible, in accordance with ITT 15;
- e) Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 22.3;
- f) Qualifications: documentary evidence in accordance with ITT 19 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
- g) Conformity: a technical proposal in accordance with ITT 18;
- h) Any other document required in the **TDS**.

13.2 In addition to the requirements under ITT 11.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, **together with a copy of the proposed Agreement. The Tenderer shall chronologically serialize pages of all tender documents submitted.**

13.3 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 Kenya National Library Services's design as described in the Tender Documents and shall further provide all information necessary for a complete evaluation of the alternative by the Kenya National Library Services, 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 Kenya National Library Services. 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 Kenya National Library Services. 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 Kenya National Library Services 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 device 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 Kenya National Library Services, a contractor or group of contractors qualifies for a margin of preference. Further the information will enable the Kenya National Library Services 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 Kenya National Library Services 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 Kenya National Library Services 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 Kenya National Library Services. 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 Kenya National Library Services.

19.8 If a tenderer fails to submit the information required by these requirements, its tender will be rejected. Similarly, if the Kenya National Library Services 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 Kenya National Library Services (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 Kenya National Library Services 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 Kenya National Library Services in accordance with ITT 24). A Tender valid for a shorter period shall be rejected by the Kenya National Library Services as non-responsive.

20.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Kenya National Library Services 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:

- a) in the case of **fixed price** contracts, the Contract price shall be the tender price adjusted by the factor specified in the **TDS**;
- b) 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:

- a) an unconditional Bank Guarantee issued by reputable commercial bank); or
- b) an irrevocable letter of credit;
- c) a Banker's Cheque issued by a reputable commercial bank; or
- d) another security specified in the **TDS**,

21.3 If an unconditional bank guarantee is issued by a bank located outside Kenya, the issuing bank shall have a correspondent bank located in Kenya to make it enforceable. The Tender Security shall be valid for thirty (30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 20.2.

21.4 If a Tender Security or Tender-Securing Declaration is specified pursuant to ITT 19.1, any Tender not accompanied by a substantially responsive Tender Security or Tender-Securing Declaration shall be rejected by the Kenya National Library Services as non-responsive.

21.5 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 Kenya National Library Services 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.

21.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security, and any other documents required in the **TDS**.

21.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:

- e) 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
- f) if the successful Tenderer fails to:
  - i) sign the Contract in accordance with ITT 50; or
  - ii) furnish a Performance Security and if required in the **TDS**, and any other documents required in the **TDS**.

21.8 Where tender securing declaration is executed, the Kenya National Library Services shall recommend to the PPRA that PPRA debar the Tenderer from participating in public procurement as provided in the law.

21.9 The Tender Security or the Tender-Securing Declaration of a JV shall be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of tendering, the Tender Security or the Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT 4.1 and ITT 11.2.

21.10 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**

##### **23. Sealing and Marking of Tenders**

23.1 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 Kenya National Library Services and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:

- a) in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as described in ITT 11; and
- b) in an envelope or package or container marked "COPIES", all required copies of the Tender; and
- c) if alternative Tenders are permitted in accordance with ITT 15, and if relevant:
  - i) in an envelope or package or container marked "ORIGINAL –ALTERNATIVE TENDER", the alternative Tender; and
  - ii) in the envelope or package or container marked "COPIES- ALTERNATIVE TENDER", all required copies of the alternative Tender.

The inner envelopes or packages or containers shall:

- a) bear the name and address of the Kenya National Library Services.
- b) bear the name and address of the Tenderer; and
- c) bear the name and Reference number of the Tender.

23.2 If an envelope or package or container is not sealed and marked as required, the Kenya National Library



Services 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 Kenya National Library Services 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 Kenya National Library Services 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 Kenya National Library Services and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

## **25. Late Tenders**

25.1 The Kenya National Library Services shall not consider any Tender that arrives after the deadline for submission of tenders, in accordance with ITT 24. Any Tender received by the Kenya National Library Services 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:

- a) 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
- b) received by the Kenya National Library Services prior to the deadline prescribed for submission of Tenders, in accordance with ITT 24.

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

26.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

## **27. Tender Opening**

27.1 Except in the cases specified in ITT 23 and ITT 26.2, the Kenya National Library Services 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 Kenya National Library Services 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 Kenya National Library Services to sign shall be specified in the **TDS**.

27.7 At the Tender Opening, the Kenya National Library Services 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 Kenya National Library Services **shall prepare minutes of the Tender Opening that shall include, as a minimum:**

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

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.

#### **D. 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 Kenya National Library Services 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 Kenya National Library Services 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 Kenya National Library Services 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 Kenya National Library Services shall not be considered. The Kenya National Library Services'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 Kenya National Library Services 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 Kenya National Library Services'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:

- a) "Deviation" is a departure from the requirements specified in the tender document;
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tender document; and
- c) "Omission" is the failure to submit part or all of the information or documentation required in the Tender document.

## **31. Determination of Responsiveness**

31.1 The Kenya National Library Services'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:**

- a) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
- b) limit in any substantial way, inconsistent with the tender document, the Kenya National Library Services's rights or the tenderer's obligations under the proposed contract; or

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

31.3 The Kenya National Library Services 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.

31.4 If a tender is not substantially responsive to the requirements of the tender document, it shall be rejected by the Kenya National Library Services 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 Kenya National Library Services may waive any non-conformities in the tender.

32.2 Provided that a Tender is substantially responsive, the Kenya National Library Services 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 Kenya National Library Services 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 Kenya National Library Services shall handle errors on the following basis:

- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
- b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, 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
- c) 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**, the Kenya National Library Services 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 not so stated, the invitation will be open to all tenderers.

### **36. Nominated Subcontractors**

36.1 Unless otherwise stated in the **TDS**, the Kenya National Library Services does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Kenya National Library Services.

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 Kenya National Library Services 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 Kenya National Library Services 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 Kenya National Library Services shall determine the Best Evaluated Tender in accordance with ITT 40.

37.2 To evaluate a Tender, the Kenya National Library Services shall consider the following:

- a) price adjustment due to discounts offered in accordance with ITT 16;
- b) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 39;
- c) price adjustment due to quantifiable nonmaterial non-conformities in accordance with ITT 30.3; and
- d) any additional evaluation factors specified in the **TDS** and Section III, Evaluation and Qualification Criteria.

37.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.

37.4 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 Kenya National Library Services 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 Kenya National Library Services 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 Kenya National Library Services determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Kenya National Library Services 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 Kenya National Library Services is concerned that it (the Kenya National Library Services) 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 Kenya National Library Services 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 Kenya National Library Services may also seek written clarification from the tenderer on the reason for the high tender price. The Kenya National Library Services shall proceed as follows:

- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Kenya National Library Services may accept or not accept the tender depending on the Kenya National Library Services's budget considerations.
- ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Kenya National Library Services 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 Kenya National Library Services 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 Kenya National Library Services 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 Kenya National Library Services's opinion, the Tender that is evaluated as the lowest evaluated price is seriously unbalanced and/or front loaded, the Kenya National Library Services 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 Kenya National Library Services may as appropriate:

- a) accept the Tender; or
- b) require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding a 30% of the Contract Price; or
- c) agree on a payment mode that eliminates the inherent risk of the Kenya National Library Services paying too much for undelivered works; or
- d) reject the Tender,

#### **42. Qualifications of the Tenderer**

42.1 The Kenya National Library Services 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 Kenya National Library Services 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 Kenya National Library Services 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 Kenya National Library Services determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price,

the Kenya National Library Services shall reject the Tender.

#### **43. Best Evaluated Tender**

43.1 Having compared the evaluated prices of Tenders, the Kenya National Library Services 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:

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

#### **44. Kenya National Library Services's Right to Accept Any Tender, and to Reject Any or All Tenders.**

44.1 The Kenya National Library Services 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.

### **E. Award of Contract**

#### **45. Award Criteria**

45.1 The Kenya National Library Services 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 Kenya National Library Services shall issue a Notification of Intention to Enter into a Contract / Notification of award to all tenderers which shall contain, at a minimum, the following information:

- a) the name and address of the Tenderer submitting the successful tender;
- b) the Contract price of the successful tender;
- c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in (c) above already reveals the reason;
- d) the expiry date of the Standstill Period; and
- e) instructions on how to request a debriefing and/or submit a complaint during the 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 Kenya National Library Services has transmitted to each Tenderer the Notification of Intention to Enter **into a Contract with the successful Tenderer.**

#### **48. Debriefing by the Kenya National Library Services**



48.1 On receipt of the Kenya National Library Services's Notification of Intention to Enter into a Contract referred to in ITT 46, an unsuccessful tenderer may make a written request to the Kenya National Library Services for a debriefing on specific issues or concerns regarding their tender. The Kenya National Library Services 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 Kenya National Library Services 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 Kenya National Library Services 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 Kenya National Library Services.

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 Kenya National Library Services 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 Kenya National Library Services does not agree on the appointment of the Adjudicator, the Kenya National Library Services 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 Kenya National Library Services, 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 Kenya National Library Services. A foreign institution providing a bank guarantee shall have a correspondent financial institution located in Kenya, unless the Kenya National Library Services 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 Kenya National Library Services 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 Kenya National Library Services shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:

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

### **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
	<b>A. General</b>
ITT 1.1	The name of the contract is <b>Proposed Renovation and Alteration of Mandera Community Library</b>  TENDER NUMBER is <b>KNL/HQ/T004/2022/2023</b>
ITT 2.3	The Information made available on competing firms is as follows: <ol style="list-style-type: none"> <li><b>Project Timeline is Six (6) months from the date of contract signing</b></li> <li><b>Project management will be based on Interim Certificates issued by Project Manager</b></li> <li><b>No Variation of this project until completion</b></li> </ol>
ITT 2.4	The firms that provided consulting services for the contract being tendered for are: N/A
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be: <b>N/A</b>
	<b>B. Contents of Tender Document</b>
8.1	<ul style="list-style-type: none"> <li>A pre-tender conference <b>will not</b> be held</li> <li>A pre-arranged pre-tender <b>will not</b> be held</li> </ul>
ITT 8.2	A prospective tenderer requiring any clarification of the tender document may notify Kenya National Library Services in writing through <a href="mailto:tender@knls.ac.ke">tender@knls.ac.ke</a> Clarification of tenders requested by the tenderer must be received by Kenya National Library Services not later than <b>three (3)</b> business/working days prior to the deadline for submission of tenders. Kenya National Library Services shall reply to any clarifications sought by the tenderer within three (3) working days excluding weekends/public holidays of receiving the request
ITT 8.4	Minutes of the pre-Tender meeting and the pre-arranged pre-tender visit of the site of the works shall be published on the website <b>Error! Hyperlink reference not valid.</b> <b>Not Applicable</b>
ITT 9.1	For Clarification of Tender purposes, for obtaining further information and for purchasing tender documents, the Kenya National Library Services's address is: <b>The Chief Executive Officer,</b> <b>Kenya National Library Services</b> <b>Maktaba Kuu Building</b> <b>P.O Box 30573-00100 Nairobi, Kenya.</b> Email: <a href="mailto:tender@knls.ac.ke">tender@knls.ac.ke</a>
	<b>C. Preparation of Tenders</b>

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITP 13.1 (h)	The Tenderer shall submit the following additional documents in its Tender: <ul style="list-style-type: none"> <li>One Original tender document, and one copy of the tender document.</li> </ul> The tenderer should immediately forward their particulars for records and/or for the purposes of receiving any further clarifications/addenda to <a href="mailto:tender@knls.ac.ke">tender@knls.ac.ke</a>
ITT 15.1	Alternative Tenders “shall not be” considered.
ITT 15.2	Alternative times for completion “shall not be permitted.
ITT 15.4	Alternative technical solutions shall be permitted for the following parts of the <b>N/A</b>
ITT 16.5	The prices quoted by the Tenderer shall be <i>fixed</i> .
ITT 20.1	The tender validity period shall be: <b>150</b> days from the date of tender opening
ITT 20.3 (a)	The Tender price shall be adjusted by the following percentages of the tender price:  <b>N/A</b>
ITT 21.1	A tender Security <b>shall be</b> required. Tender Security shall be in the <b>original form</b> amounting to Kenya Shillings One Million Only (Kshs 1,000,000) in form of a Bank Guarantee drawn by a bank licensed and operating in Kenya or a guarantee from an Insurance Company registered with the Insurance Regulatory Authority (IRA) and listed by the Public Procurement Regulatory Authority (PPRA). The tender security should be valid for a period of 30 days beyond the tender validity period, i.e. <b>180 days from the date of tender opening</b> .
ITT 21.2 (d)	<i>For Youth, Women and Persons with Disability are to submit <b>a duly signed Tender Securing Declaration Form</b> in addition to a <b>copy of the registration certificate from the National Treasury recognizing them as a specialized group under preferential treatment</b>.</i>
ITT 21.5	The Amount of Performance Security shall be 10% of the estimated contract price in form of a bank guarantee from a bank operating in Kenya and Licensed by the Central Bank of Kenya.
ITT 22.1	In addition to the original of the Tender, the number of copies is: <b>ONE</b>
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: <b>Power of Attorney</b> .
<b>D. Submission and Opening of Tenders</b>	
ITT 24.1	(A) For <u>Tender submission purposes</u> only, the Kenya National Library Services’s address is: <b>Kenya National Library Services</b> <b>Maktaba Kuu Building</b> <b>P.O Box 30573-00100 Nairobi, Kenya.</b>

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<b>NAIROBI</b> Date: 11 <sup>th</sup> July 2023 Time: 1100hrs [East Africa Time] Tenderers shall <b>not be submit</b> tenders electronically.
ITT 27.1	The Tender opening shall take place at the time and the address for Opening of Tenders provided below:  <b>Kenya National Library Services</b> <b>Maktaba Kuu Building, 6<sup>th</sup> Floor</b> <b>P.O Box 30573-00100 Nairobi, Kenya.</b> <b>NAIROBI</b> Date: 11 <sup>th</sup> July 2023 Time: 1100hrs [East Africa Time]
ITT 27.1	Electronic-procurement system SHALL NOT be used. The Kenya National Library Services shall use the following electronic procurement system to manage this Tendering process <b>NOT APPLICABLE</b>
ITT 27.6	The number of representatives of the Kenya National Library Services to sign is <b>N/A</b>
<b>E. Evaluation, and Comparison of Tenders</b>	
ITT 32.3	No price adjustments shall be applicable.
ITT 35.2	The invitation to tender is extended to the following groups that qualify for Reservations <i>(These groups are Women Enterprises, Youth Enterprises and Enterprises of persons living with disability).</i>
ITT 36.1	At this time, the Kenya National Library Services “does not intend” 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: _____% 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.  <b>N/A</b>
ITT 36.3	The parts of the Works for which the Kenya National Library Services permits Tenderers to propose Specialized Subcontractors are designated as follows:  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.  <b>N/A</b>

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 37.2 (d)	Additional requirements apply. These are detailed in the evaluation criteria in Section III, Evaluation and Qualification Criteria.
ITT 51.1	<p>The adjudicator proposed by the Kenya National Library Services is to be established at the contracting stage.</p> <p>The hourly fee for this proposed adjudicator shall be established at the contracting stage.</p> <p>The biographical data of the proposed adjudicator will be established at contracting stage.</p>
ITT 52.2	Other documents required are _____ <b>N/A</b>
ITT 54.1	<p>The procedures for making a Procurement-related Complaints are detailed in the “Regulations” available from the PPRA Website <a href="http://www.ppra.go.ke">www.ppra.go.ke</a> or email The procedure for making a procurement –related Complaint re detailed in the “notice of intention to Award the contract” herein and are also available from the PPRA website <a href="mailto:info@ppra.go.ke">info@ppra.go.ke</a> or <a href="mailto:complaints@ppra.go.ke">complaints@ppra.go.ke</a></p> <p><b>Director General</b>  <b>Public Procurement Regulatory Authority</b>  <b>P.O Box 58535– 00200, Nairobi, Kenya</b>  <a href="mailto:complaints@ppra.go.ke">complaints@ppra.go.ke</a></p> <p>In summary, a procurement-related complaint may challenge any of the following:</p> <ol style="list-style-type: none"> <li>1. The terms of the tendering documents; and</li> </ol> <p>The Kenya National Library Services’s decision to award the contract.</p>

## **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:

- a) For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
- b) Value of single contract - Exchange rate prevailing on the date of the contract signature.
- c) Exchange rates shall be taken from the publicly available source identified in the ITT 14.3. Any error in determining the exchange rates in the Tender may be corrected by the Kenya National Library Services.

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 Kenya National Library Services should use **the Standard Tender Evaluation Document for Goods and Works** for evaluating Tenders.

### **Evaluation and contract award Criteria**

The Kenya National Library Services 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 Kenya National Library Services 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 – Kenya National Library Services'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.

## 1. EVALUATION CRITERIA

Item	Description
1	<p><b><u>Eligibility.</u></b></p> <p><b>Mandatory Requirements:</b>  <i>The tenderer shall provide the following <b>mandatory requirements</b> which shall be used for the preliminary evaluation (<b>failure to submit the mandatory requirements will lead to disqualification from the tender process</b>).</i></p> <ul style="list-style-type: none"> <li>a) Copy of certificate of Incorporation/Registration</li> <li>b) Copy of Valid Tax compliance certificate which should be valid at least up-to the date of tender opening</li> <li>c) Copy of National Construction Authority (NCA) Registration Certificate –Either Category 1, 2, 3,4, 5 or 6.(Building &amp; General Works)</li> <li>d) Copy of <b>valid</b> current practicing certificate issued by NCA</li> <li>e) Copy of CR-12 Form from registrar of companies</li> <li>f) Tender Security in the <b>original form</b> amounting to Kenya Shillings One million only (Kshs 1,000,000) in form of a Bank Guarantee drawn by a bank licensed and operating in Kenya or a guarantee from an Insurance Company registered with the Insurance Regulatory Authority (IRA) and listed by the Public Procurement Regulatory Authority (PPRA). The tender security should be valid for a period of 30 days beyond the tender validity period, i.e. 180 days from the date of tender opening.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>g) For firms owned by the Youth, Women and Persons with Disability, they shall be required to fill and sign the Tender Securing Declaration Form in the format given in the Standard Forms (Section VIII), <b>accompanied by the firm's valid AGPO certificate issued by the National Treasury</b>. Duly filled Tender Securing Declaration Form (Section VIII) for Youth, Women and PWDs</li> <li>h) Duly filled <b>Form SD1 Self declaration</b> confirming that the person/tenderer is not debarred in the matter of the public procurement and asset disposal act 2015 (Section VIII – Standard Forms).</li> <li>i) Duly filled <b>Form SD2 Self Declaration</b> confirming that the person/tenderer will not engage in any corrupt or fraudulent practice (Section VIII – Standard Forms).</li> <li>j) Duly filled Confidential Business Questionnaire (Section VIII).</li> <li>k) Properly bound (spiral or perfect cover, hard cover or case bound), paginated, serialized tender document (each page of the tender submission must have a number and the numbers must be in chronological order). <b>For pagination, the numbering system to be used are numerical numbers, i.e. 1,2,3,4,5,6,7,8,9,10.... n</b> (n being the last numerical page of the tender document)</li> </ul> <p><b><i>Tenderers will be disqualified from the tendering process if they do not pass the preliminary evaluation by not submitting all the mandatory documentation listed above.</i></b></p>



2

**TECHNICAL EVALUATION.**

EVALUATION CRITERIA	SCORE
<p><b>a. <u>Years of Experience:</u></b></p> <ul style="list-style-type: none"> <li>• 0-3 Years – <b>2 Marks.</b></li> <li>• 3-7 Years – <b>4 Marks.</b></li> <li>• Above 7 Years – <b>6 Marks.</b></li> </ul> <p><b>b. <u>Financial capability</u></b></p> <p>The bidder to provide a <b>certified</b> letter from reputable bank confirming, in firm terms the credit worthiness of the service provider and as well confirming, in firm terms, that the service provider is able to access credit facility/line of credit of a minimum of 10,000.000 (Ten Million Kenyan shillings) from a reputable bank.</p> <p><b>c. <u>Relevant Experience</u></b></p> <p>Demonstrate relevant experience in building and civil repair works in six projects of a minimum value of <b>Ksh. 1 million</b> each of similar works undertaken in the last 5 years. (The 5 years' threshold is 2019)</p> <p>Provide evidence by copies of contracts, LPOs or practical completion certificates with the following details:</p> <ul style="list-style-type: none"> <li>• Scope: Brief description of all project works shall include but not limited to Provision of minor civil and building repair works i.e. forecourt civil repairs (either paving blocks and/or concrete repair works), roof repairs, rehabilitation of storm and foul/grey water drainage and disposal works, rehabilitation of manholes/gratings/inverted block drains/culverts/septic tanks/interceptors/French drains – <b>10 marks per project</b></li> </ul> <p><b>Total for(c) 10 marks per project * 6No</b></p>	<p>6 Marks.</p> <p>10 Marks</p> <p>60 Marks</p>
<p><b>d. <u>Equipment and Tools for Work Performance</u></b></p> <p>Evidence of equipment owned for performance of the works. <i>Attach either a valid lease or relevant ownership documents.</i></p> <ul style="list-style-type: none"> <li>• Excavation – <b>2 Marks.</b></li> <li>• Compaction – <b>2 Marks.</b></li> <li>• Concrete works – <b>2 Marks.</b></li> <li>• Commercial Vehicles – <b>1 Marks.</b></li> </ul> <p><i>Note: An invoice does NOT constitute evidence of ownership.</i></p>	7 Marks

	<p><b>e. <u>Key Staff Qualification and experience.</u></b></p> <p>CVs, qualifications and experience of key site management and technical personnel outlined below, including proof of Membership certificate(s) to statutory and/ or other affiliations/ bodies/ associations. (<i>Bidder gets zero marks if the personnel don't meet the required years of experience</i>).</p> <ul style="list-style-type: none"> <li>• Site Manager: Min. 7 years' experience in similar works/ position – <b>2 Marks.</b> (1 marks for certificates, 1 mark for C.V)</li> <li>• Site Supervisor/COW/Foreman: Min. 5 years' Experience in similar works/ position – <b>2 Marks.</b> (1 marks for certificates, 1 marks for C.V)</li> <li>• Civil Engineer: Min. 5 years' experience – <b>2 Marks.</b> (1 marks for certificates, 1 marks for C.V)</li> <li>• Quantity surveyor (must be holders of at least Ordinary National Diploma (OND or equivalent). - 1 mark</li> <li>• Electro-Mechanical Engineer (Licensed electrical engineer)- 1 Mark</li> <li>• 2 No. Inspector of Works/Pipeline Foreman (must be holders of at least Diploma in engineering or equivalent).-1 mark</li> <li>• Steel fixer(s) – <b>1 Mark</b></li> <li>• Carpenter(s) – <b>1 Mark</b></li> <li>• Welder(s) – <b>1 Mark</b></li> <li>• Safety Officer/ Marshall – <b>1 Marks.</b></li> </ul>	13 Marks
	<p><b>f. <u>EHS Policy:</u></b></p> <ul style="list-style-type: none"> <li>• Clearly demonstrate and present the Environment, Health and Safety Policy for the company – <b>2 Marks.</b></li> <li>• List of Personal Protective Equipment (PPE): Overalls, helmets, dust coats, gloves, safety shoes etc. – <b>2 Marks.</b></li> </ul>	4 Marks
	<b>TOTAL MARKS</b>	<b>100 marks</b>
	<p>To be considered technically responsive, the tenderer should attain a <b>minimum score of 70 points</b> out of the above.</p> <p>Only bidders that score 70 points and above will have their financial proposals considered and the best quoted (Lowest proposal price) will be considered for award of the tender.</p>	

### 3. **Evaluation of Technical aspects of the Tender**

Knls shall evaluate the Technical aspects of the Tender to determine compliance with the Procuring Entity's requirements and whether the Tenders are substantially responsive to the Technical Specifications and other Requirements.

#### **Technical Evaluation Criteria**

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

- i) **Alternative Completion Times**, if permitted under ITT 13.2, will be evaluated as follows: .....
- ii) **Alternative Technical Solutions** for specified parts of the Works, if permitted under ITT 13.4, will be evaluated as follows: .....
- iii) **Other Criteria**; if permitted under ITT 35.2(d): .....

### 5. **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 Kenya National Library Services will select one Option of the two Options listed below for award of Contracts.

#### **OPTION 1**

- i) If a tenderer wins only one Lot, the tenderer will be awarded a contract for that Lot, provided the tenderer meets the Eligibility and Qualification Criteria for that Lot.
- ii) If a tenderer wins more than one Lot, the tender will be awarded contracts for all won Lots, provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the Lots. The tenderer will be awarded the combination of Lots for which the tenderer qualifies and the others will be considered for award to second lowest the tenderers.

#### **OPTION 2**

The Kenya National Library Services 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.

### 6. **Alternative Tenders (ITT 13.1)**

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

The Kenya National Library Services 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 Kenya National Library Services.

### 7. **Margin of Preference is not applicable**

### 8. **Post qualification and Contract award (ITT 39), more specifically,**

- a) In case the tender was subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required.
- b) In case the tender was not subject to post-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the

following conditions.

- i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow of Kenya Shillings \_\_\_\_\_.
- ii) Minimum average annual construction turnover of Kenya Shillings \_\_\_\_\_ [insert amount], equivalent calculated as total certified payments received for contracts in progress and/or completed within the last \_\_\_\_\_ [insert of year] years.
- iii) At least \_\_\_\_\_ (insert number) of contract(s) of a similar nature executed within Kenya, or the East African Community or abroad, that have been satisfactorily and substantially completed as a prime contractor, or joint venture member or sub-contractor each of minimum value Kenya shillings \_\_\_\_\_ equivalent.
- iv) Contractor's Representative and Key Personnel, which are specified as \_\_\_\_\_
- v) Contractor's key equipment listed on the table "Contractor's Equipment" below and more specifically listed as [specify requirements for each lot as applicable] \_\_\_\_\_
- vi) Other conditions depending on their seriousness.

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

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

b) **Pending Litigation**

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

c) **Litigation History**

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

## **SECTION IV - TENDERING FORMS**

### **QUALIFICATION FORMS**

#### **1. FORM EQU: EQUIPMENT**

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

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Tenderer.

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

## 2 FORM PER-1

### Contractor's Representative and Key Personnel Schedule

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

#### Contractor' Representative and Key Personnel

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

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

### 3. **FORM PER-2:**

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

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

<b>Name of Tenderer</b>
-------------------------

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

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

Project	Role	Duration of involvement	Relevant experience
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>



## Declaration

I, the undersigned *[insert either "Contractor's Representative" or "Key Personnel" as applicable]*, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

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

Commitment	Details
Commitment to duration of contract:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>

I understand that any misrepresentation or omission in this Form may:

- a) be taken into consideration during Tender evaluation;
- b) result in my disqualification from participating in the Tender;
- c) result in my dismissal from the contract.

Name of Contractor's Representative or Key Personnel: *[insert name]*

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

Countersignature of authorized representative of the Tenderer:

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

#### **4. TENDERER'S QUALIFICATION WITHOUT PRE-QUALIFICATION**

To establish its qualifications to perform the contract in accordance with Section III, Evaluation and Qualification Criteria the Tenderer shall provide the information requested in the corresponding Information Sheets included hereunder.

#### 4.1 FORM ELI -1.1

##### Tenderer Information Form

Date: \_\_\_\_\_

ITT                      No.                      and                      title: \_\_\_\_\_

Tenderer's name
In case of Joint Venture (JV), name of each member:
Tenderer's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Tenderer's actual or intended year of incorporation:
Tenderer's legal address [in country of registration]:
Tenderer's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 3.6 <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.5 <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 3.8, documents establishing: <ul style="list-style-type: none"><li>• Legal and financial autonomy</li><li>• Operation under commercial law</li><li>• Establishing that the Tenderer is not under the supervision of the Procuring Entity</li></ul>
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

#### 4.2 FORM ELI -1.2

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

Date: \_\_\_\_\_

ITT No. \_\_\_\_\_ and title: \_\_\_\_\_

Tenderer's JV name:

JV member's name:

JV member's country of registration:

JV member's year of constitution:

JV member's legal address in country of constitution:

JV member's authorized representative information

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone/Fax numbers: \_\_\_\_\_

E-mail address: \_\_\_\_\_

1. Attached are copies of original documents of

☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 3.6.

☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 3.8.

2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

#### 4.3 FORM CON – 2

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

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

Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)
[insert year]	[insert amount and percentage]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Procuring Entity: [insert full name] Address of Procuring Entity: [insert street/city/country] Reason(s) for nonperformance: [indicate main reason(s)]	[insert amount]

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria

☐ Contract non-performance did not occur since 1<sup>st</sup> January [insert year] specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.

☐ Contract(s) not performed since 1<sup>st</sup> January [insert year] specified in Section III, Evaluation and Qualification Criteria, requirement 2.1

Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria

☐ No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.

☐ Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)

		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4. <input type="checkbox"/> Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Entity" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

#### **4.4 FORM FIN – 3.1:**

##### **Financial Situation and Performance**

Tenderer's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

ITT No. and title: \_\_\_\_\_



## Financial Data

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

\*Refer to ITT 15 for the exchange rate

#### 4.4.2 Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (Kenya Shilling equivalent)
1		
2		
3		

#### 4.4.3 Financial documents

The Tenderer and its parties shall provide copies of financial statements for \_\_\_\_\_years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity (such as parent company or group member).
- (b) be independently audited or certified in accordance with local legislation.
- (c) be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements<sup>1</sup> for the \_\_\_\_\_years required above; and complying with the requirements

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

**FORM FIN – 3.2:**  
**Average Annual Construction Turnover**

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

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

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

#### 4.5 FORM FIN – 3.3:

##### **Financial Resources**

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

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

#### 4.6 FORM FIN – 3.4:

##### Current Contract Commitments / Works in Progress

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

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

#### 4.7 FORM EXP - 4.1

##### General Construction Experience

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

Page \_\_\_\_\_ of \_\_\_\_\_ pages

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

#### 4.8 FORM EXP - 4.2(a)

##### Specific Construction and Contract Management Experience

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

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

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

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

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



#### 4.10 FORM EXP - 4.2(b)

##### Construction Experience in Key Activities

Tenderer's Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Tenderer's JV Member Name: \_\_\_\_\_  
Sub-contractor's Name<sup>2</sup> (as per ITT 34): \_\_\_\_\_  
ITT No. and title: \_\_\_\_\_

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

1. Key Activity No One: \_

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

<sup>2</sup> If applicable

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

## 2. Activity No. Two

## 5. FORM OF TENDER

### INSTRUCTIONS TO TENDERERS

- i) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.*
- ii) *All italicized text is to help Tenderer in preparing this form.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER attached to this Form of Tender.*
- iv) *The Form of Tender shall include the following Forms duly completed and signed by the Tenderer.*
  - *Tenderer's Eligibility- Confidential Business Questionnaire*
  - *Certificate of Independent Tender Determination*
  - *Self-Declaration of the Tenderer*

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

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

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

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

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

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct and complete the Works and remedy any defects therein for the sum of Kenya Shillings *[[Amount in figures]* \_\_\_\_\_ Kenya

Shillings *[amount in words]* \_\_\_\_\_.

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

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

2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Manager's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Special Conditions of Contract.
3. We agree to adhere by this tender until \_\_\_\_\_ *[Insert date]*, and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us. We further understand that you are not bound to accept the lowest or any tender you may receive.
5. We, the undersigned, further declare that:
  - i) No reservations: We have examined and have no reservations to the tender document, including Addenda issued in accordance with ITT 28;
  - ii) Eligibility: We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3 and 4;

- iii) Tender-Securing Declaration: We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing or Proposal-Securing Declaration in the Procuring Entity's Country in accordance with ITT 19.8;
- iv) Conformity: We offer to execute in conformity with the tendering documents and in accordance with the implementation and completion specified in the construction schedule, the following Works: *[insert a brief description of the Works]*;
- v) Tender Price: The total price of our Tender, excluding any discounts offered in item 1 above is: *[Insert one of the options below as appropriate]*
- vi) 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
  - a) Option 2, in case of multiple lots:
  - b) 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
  - c) Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;
- vii) Discounts: The discounts offered and the methodology for their application are:
- viii) The discounts offered are: *[Specify in detail each discount offered.]*
- ix) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
- x) Tender Validity Period: Our Tender shall be valid for the period specified in TDS 18.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- xi) Performance Security: If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering document;
- xii) One Tender Per Tender: We are not submitting any other Tender(s) as an individual Tender, and we are not participating in any other Tender(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT 3.4, other than alternative Tenders submitted in accordance with ITT 13.3;
- xiii) Suspension and Debarment: We, along with any of our subcontractors, suppliers, Project Manager, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.
- 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 thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- xvii) Not Bound to Accept: We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender or any other Tender that you may receive;
- xviii) Fraud and Corruption: We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;
- xix) Collusive practices: We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of Independent Tender Determination" attached below.
- xx) We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from \_\_\_\_\_ (*specify website*) during the procurement process and the execution of any resulting contract.
- xxi) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
- Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
  - Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
  - Self-Declaration of the Tenderer – to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
  - Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal  
Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in "**Appendix 1- Fraud and Corruption**" attached to the Form of Tender.

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

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

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

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

Date signed \_\_\_\_\_ day of \_\_\_\_\_,

**Notes**

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

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

## A. TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE

### Instruction to Tenderer

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

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

### **General and Specific Details**

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

Name in full \_\_\_\_\_

Age \_\_\_\_\_

Nationality \_\_\_\_\_

Country of Origin \_\_\_\_\_

Citizenship \_\_\_\_\_

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

	<b>Names of Partners</b>	<b>Nationality</b>	<b>Citizenship</b>	<b>% Shares owned</b>
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.

	<b>Names of Director</b>	<b>Nationality</b>	<b>Citizenship</b>	<b>% Shares owned</b>
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.

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



**ii) Conflict of interest disclosure**

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

e) **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 \_\_\_\_\_

**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/Director of ..... (*insert name of the Company*) who is a Bidder in respect of Tender No. .... for ..... (*insert tender title/description*) for ..... (*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deposed to herein 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 the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt  
or fraudulent practice and has not been requested to pay any inducement to any member of the Board,  
Management, Staff and/or employees and/or agents of ..... (*insert name of the  
Procuring entity*) which is the procuring entity.
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 herein above is true to the best of my knowledge information and belief.

.....(Title)

.....(Signature)

..... (Date)

Bidder's Official Stamp

## **DECLARATION AND COMMITMENT TO THE CODE OF ETHICS**

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

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

Name of Authorized signatory.....  
Sign.....

Position.....

Office address.....

Telephone.....

Email.....

Name of the Firm/Company.....

Date..... (Company Seal/

Rubber Stamp where applicable)

Witness

Name..... Sign.....

## **D. APPENDIX 1- FRAUD AND CORRUPTION**

*(Appendix 1 shall not be modified)*

### **1. Purpose**

2. *The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (no. 33 of 2015) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.*

### **3. Requirements**

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

Kenya's public procurement and asset disposal act (no. 33 of 2015) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior: -

- 1) a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- 2) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;
- 3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
  - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
  - b) if a contract has already been entered into with the person, the contract shall be voidable;
- 4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- 5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -
  - a) shall not take part in the procurement proceedings;
  - b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
  - c) shall not be a subcontractor for the bidder to whom was awarded contract, or a member of the group of bidders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
- 6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- 7) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

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

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
- i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v) "obstructive practice" is:
    - deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
- "fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal for award<sup>1</sup> of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
  - d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
  - e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect<sup>2</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
  - f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a "Self-Declaration Form" as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.



<sup>1</sup>*For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without*

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

Beneficiary: \_\_\_\_\_

Request for Tenders No: \_\_\_\_\_

Date: \_\_\_\_\_

TENDER GUARANTEE No.: \_\_\_\_\_

**Guarantor:** \_\_\_\_\_

1. We have been informed that \_\_\_\_\_ (here inafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here inafter called" the Tender") for the execution of \_\_\_\_\_ under Request for Tenders No. \_\_\_\_\_ ("the ITT").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
  - (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
  - b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provide by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above onor before that date.

\_\_\_\_\_  
*[signature(s)]*

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

TENDER GUARANTEE No.: \_\_\_\_\_

1. Whereas ..... [Name of the tenderer] (hereinafter called “the tenderer”) has submitted its tender dated ..... [Date of submission of tender] for the ..... [Name and/or description of the tender] (hereinafter called “the Tender”) for the execution of \_\_\_\_\_ under Request for Tenders No. \_\_\_\_\_ (“the ITT”).
2. KNOW ALL PEOPLE by these presents that WE ..... of ..... [Name of Insurance Company] having our registered office at ..... (hereinafter called “the Guarantor”), are bound unto ..... [Name of Procuring Entity] (hereinafter called “the Procuring Entity”) in the sum of ..... (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
  - a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
  - b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity's Tendering document.
  - c) then the guarantee undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Signature of the Guarantor]

\_\_\_\_\_  
[Witness]

\_\_\_\_\_  
[Seal]

## **TENDER-SECURING DECLARATION FORM**

*[The Bidder shall complete this Form in accordance with the instructions indicated]*

Date:..... *[Insert date (as day, month and year) of Tender Submission]*

Tender No.:..... *[insert number of tendering process]*

To:..... *[Insert complete name of Purchaser]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we – (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
  - a) our receipt of a copy of your notification of the name of the successful Tenderer; or
  - b) thirty days after the expiration of our Tender.
4. I/We understand that if I am/we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

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

Name: .....

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

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

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## PART II - WORK REQUIREMENTS

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## **SECTION V – DRAWINGS**

The actual drawings including Site plans are annexed

## SECTION VI – SPECIFICATIONS

### Notes for preparing Specifications

1. Specifications must be drafted to present a clear and precise statement of the required standards of materials, and workmanship for tenderers to respond realistically and competitively to the requirements of the Procuring Entity and ensure responsiveness of tenders. The Specifications should require that all materials, plant, and other supplies to be permanently incorporated in the Works be new, unused, of the most recent or current models, and incorporating all recent improvements in design and materials unless provided otherwise in the Contract. Where the Contractor is responsible for the design of any part of the permanent Works, the extent of his obligations must be stated.
2. Specifications from previous similar projects are useful and may not be necessary to re-write specifications for every Works Contract.
3. There are considerable advantages in standardizing **General Specifications** for repetitive Works in recognized public sectors, such as highways, urban housing, irrigation and water supply. The General Specifications should cover all classes of workmanship, materials and equipment commonly involved in constructions, although not necessarily to be used in a particular works contract. Deletions or addenda should then adapt the General Specifications to the particular Works.
4. Care must be taken in drafting Specifications to ensure they are not restrictive. In the Specifications of standards for materials, plant and workmanship, existing Kenya Standards should be used as much as possible, otherwise recognized international standards may also be used.
5. The Procuring Entity should decide whether technical solutions to specified parts of the Works are to be permitted. Alternatives are appropriate in cases where obvious (and potentially less costly) alternatives are possible to the technical solutions indicated in tender documents for certain elements of the Works, taking into consideration the comparative specialized advantage of potential tenderers.
6. The Procuring Entity should provide a description of the selected parts of the Works with appropriate reference to Drawings, Specifications, Bills of Quantities, and Design or Performance criteria, stating that the alternative solutions shall be at least structurally and functionally equivalent to the basic design parameters and Specifications.
1. Such alternative solutions shall be accompanied by all information necessary for a complete evaluation by the Procuring Entity, including drawings, design calculations, technical specifications, breakdown of prices, proposed construction methodology, and other relevant details. Technical alternatives permitted in this manner shall be considered by the Procuring Entity each on its own merits and independently of whether the tenderer has priced the item as described in the Procuring Entity's design included with the tender documents.

## **SECTION VII- BILLS OF QUANTITIES**

### **1. Objectives**

The objectives of the Bill of Quantities are:

- a) to provide sufficient information on the quantities of Works to be performed to enable tenders to be prepared efficiently and accurately; and
- b) When a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and contents of the Bill of Quantities should be as simple and brief as possible.

### **2. Day work Schedule**

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

- a) A list of the various classes of labor, materials, and Constructional Plant for which basic day work rates or prices are to be inserted by the Tenderer, together with a statement of the conditions under which the Contractor shall be paid for work executed on a day work basis.
- b) Nominal quantities for each item of day work, to be priced by each Tenderer at day work rates as Tender. The rate to be entered by the Tenderer against each basic day work item should include the Contractor's profit, overheads, supervision, and other charges.

### **3. Provisional Sums**

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary priced Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the Special Conditions of Contract should state the manner in which they shall be used, and under whose authority (usually the Project Manager's).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized contractors. To provide an element of competition among the Tenderers in respect of any facilities, amenities, attendance, etc., to be provided by the successful Tenderer as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Tenderer to quote a sum for such amenities, facilities, attendance, etc.



These Notes for Preparing a Bill of Quantities are intended only as information for the Procuring Entity or the person drafting the tendering document. They should not be included in the final tendering document.

#### **4.    *The Bills of Quantities***

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

- a)    Preambles
- b)    Preliminary items
- c)    Work Items
- c)    Day work Schedule;and
- d)    Provisional items

Summary.

## **SECTION IX – STANDARD FORM**

- (i) Form of Invitation for Tenders
- (ii) Form of Tender
- (iii) Letter of Acceptance
- (iv) Form of Agreement
- (v) Form of Tender Security
- (vi) Performance Bank Guarantee
- (vii) Bank Guarantee for Advance Payment
- (viii) Qualification Information
- (ix) Tender Questionnaire
- (x) Confidential Business Questionnaire
- (xi) Statement of Foreign Currency Requirement
- (xii) Details of Sub-Contractors (x) Request for Review Form

## FORM OF INVITATION FOR TENDERS

\_\_\_\_\_ [date]

To: \_\_\_\_\_ [name of Contractor]  
\_\_\_\_\_ [addresses]

Dear Sirs:

Reference: \_\_\_\_\_ [Contract Name]

You have been prequalified to tender for the above project.

We hereby invite you and other prequalified tenderers to submit a tender for the execution and completion of the above Contract.

A complete set of tender documents may be purchased by you from \_\_\_\_\_

\_\_\_\_\_ [mailing address, cable/telex/facsimile numbers].

Upon payment of a non-refundable fee of Kshs \_\_\_\_\_

All tenders must be accompanied by \_\_\_\_\_ number of copies of the same and a security in the form and amount specified in the tendering documents, and must be delivered to

\_\_\_\_\_ [address and location]

at or before \_\_\_\_\_ (time and date). Tenders will be opened immediately thereafter, in the presence of tenderers' representatives who choose to attend.

Please confirm receipt of this letter immediately in writing by cable/facsimile or telex.

Yours faithfully,

\_\_\_\_\_ Authorised Signature

\_\_\_\_\_ Name and Title

## FORM OF TENDER

TO: \_\_\_\_\_[Name of Employer] \_\_\_\_\_[Date]  
\_\_\_\_\_ [Name of Contract]

Dear Sir,

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, install and complete such Works and remedy any defects therein for the sum of  
Kshs. \_\_\_\_\_[Amount in figures]Kenya  
Shillings \_\_\_\_\_  
\_\_\_\_\_ [Amount in words]

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

3. We agree to abide by this tender until \_\_\_\_\_[Insert date], and it shall remain binding upon us and may be accepted at any time before that date.

4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_

duly \_\_\_\_\_ authorized to sign tenders for and on behalf  
of \_\_\_\_\_  
\_\_\_\_\_ [Name of Employer]  
of \_\_\_\_\_ [Address of Employer]

Witness; Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**LETTER OF ACCEPTANCE**

[letterhead paper of the Employer]

\_\_\_\_\_ [date]

To: \_\_\_\_\_  
[name of the Contractor]

\_\_\_\_\_  
[address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated \_\_\_\_\_ for the  
execution of \_\_\_\_\_  
[ name of the Contract and identification number,as given in the Tender documents] for the  
Contract Price of Kshs. \_\_\_\_\_ [amount in figures][Kenya  
Shillings \_\_\_\_\_ (amount in words) ] in accordance with the  
Instructions to Tenderers is hereby accepted.

You are hereby instructed to proceed with the execution of the said Works in accordance with  
the Contract documents.

Authorized Signature .....

Name and Title of Signatory .....

Attachment: Agreement

## FORM OF AGREEMENT

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_  
between \_\_\_\_\_ of [or whose registered  
office is situated at] \_\_\_\_\_ (hereinafter called  
"the Employer") of the one part AND  
\_\_\_\_\_ of [or whose  
registered office is situated at] \_\_\_\_\_  
(hereinafter called "the Contractor") of the other part.

WHEREAS THE Employer is desirous that the Contractor executes

\_\_\_\_\_ (name and identification number of Contract ) (hereinafter called "the Works") located  
at \_\_\_\_\_ [Place/location of the Works] and the Employer has  
accepted the tender submitted by the Contractor for the execution and completion of such  
Works and the remedying of any defects therein for the Contract Price of  
Kshs \_\_\_\_\_ [Amount in figures], Kenya  
Shillings \_\_\_\_\_ [Amount in words].

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.
  - (i) Letter of Acceptance
  - (ii) Form of Tender
  - (iii) Conditions of Contract Part I
  - (iv) Conditions of Contract Part II and Appendix to Conditions of Contract
  - (v) Specifications
  - (vi) Drawings
  - (vii) Priced Bills of Quantities
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer 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 thereto have caused this Agreement to be executed the day and year first before written.

The common Seal of \_\_\_\_\_

Was hereunto affixed in the presence of \_\_\_\_\_

Signed Sealed, and Delivered by the said \_\_\_\_\_

Binding Signature of Employer \_\_\_\_\_

Binding Signature of Contractor \_\_\_\_\_

In the presence of (i) Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

[ii] Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

**DETAILS OF SUB-  
CONTRACTORS**

If the Tenderer wishes to sublet any portions of the Works under any heading, he must give below details of the sub-contractors he intends to employ for each portion.

Failure to comply with this requirement may invalidate the tender.

(1) Portion of Works to be sublet: .....

[i] Full name of Sub-contractor  
and address of head office:  
.....

.....

[ii] Sub-contractor's experience  
of similar works carried out  
in the last 3 years with  
Contract value: .....  
.....  
.....

(2) Portion of Works to sublet: .....

[i] Full name of sub-contractor  
and address of head office:  
.....

.....

.....

[ii] Sub-contractor's experience  
of similar works carried out  
in the last 3 years with contract value:  
.....

.....

\_\_\_\_\_  
Tenderer) [Signature of

\_\_\_\_\_  
Date



**BILL OF QUANTITIES**

**BILL NO 1: PRELIMINARIES**

ITEM	DESCRIPTION	Kshs.	Cts
A	<b>PRICING ITEMS OF PRELIMINARIES</b> Prices <b>SHALL BE INSERTED</b> against items of “preliminaries” in the tenderer’s priced Bills of Quantities. <b>The contractor is advised to read and understand all the necessary preliminary items.</b>		
B	<b>DESCRIPTION OF THE WORKS:</b> The works comprises: - <b>Expansion of Existing Library, Construction Boundary Wall</b> <b>Underground and Elevated Water Tower &amp; 2o.</b> <b>Twin Toilet</b>		
C	<b>MEASUREMENTS</b> In the event of any discrepancies arising between the Bills of Quantities and the actual works, the site measurements shall generally take precedence. However, such discrepancies between any contract documents shall immediately be referred to the PROJECT MANAGER in accordance with Clause 22 of the Conditions of Contract. The discrepancies shall then be treated as a variation and be dealt with in accordance with Clause 22 of the said Conditions.		
D	<b>LOCATION OF SITE</b> The site is located at Mandera Town. The Tenderer is advised to visit the site to familiarize with the nature and position of the site any date before date closing and opening. No claims arising from the Contractor’s failure to do so will be entertained.		
E	<b>P.C. AND PROVISIONAL SUM</b> The allowances given for the above is for full contract.		
	<b>Carried to Collection</b>		

**01: PARTICULAR PRELIMINARIES***PP/1*

ITEM	DESCRIPTION	Kshs.	Cts
A	<b>CLEARING AWAY</b> The Contractor shall remove all temporary works, rubbish, debris and surplus materials from the site as they accumulate and upon completion of the works, remove and clear away all plant, equipment, rubbish, unused materials and stains and leave in a clean and tidy state to the reasonable satisfaction of the Project Manager. <b>The whole of the works shall be delivered up clean, complete and in perfect condition in every respect to the satisfaction of the Project Manager.</b>		
B	<b>CLAIMS</b> It shall be a condition of this contract that upon it becoming reasonably apparent to the Contractor that he has incurred losses and/or expenses due to any of the contract conditions, or by any other reason whatsoever, he shall present such claim or intent to claim notice to the PROJECT MANAGER within the contract period. No claims shall be entertained upon the expiry of the said contract period.		
C	<b>PREVENTION OF ACCIDENT, DAMAGE OR LOSS</b> The Contractor is notified that these works are to be carried out on a restricted site where the office is going on with its normal activities. The Contractor is instructed to take reasonable care in the execution of the works as to prevent accidents, damage or loss and disruption of normal activities being carried out by the client. The Contractor shall allow in his rates any expense he deems necessary by taking such care within the site. Noise should be minimized and any other kind of disruptions.		
D.	<b><u>TAXES</u></b> <b>The tenderers shall include in their rates any taxes that they may be required to pay after execution of and payment for the works. It shall be the sole responsibility of the contractor to remit such payments directly to the right authorities.</b>		
	<b>Carried to Collection</b>		

*PP/2*

<i>Item</i>	<i>DESCRIPTION</i>	<i>Kshs.</i>	<i>Cts</i>
A	<p><b>WORKING CONDITIONS</b></p> <p>The Contractor shall allow in his rates for any interference that he may encounter in the course of execution of the works.</p>		
B	<p><b>SIGNBOARD</b></p> <p>Allow for providing, erecting, maintaining throughout the course of the Contract and afterwards clearing away a signboard as designed, specified and approved by the Project Manager.</p>		
C	<p><b>LABOUR CAMPS</b></p> <p>The Contractor shall not be allowed to house labor on site. Allow for transporting workers to and from the site during the tenure of the contract.</p>		
D	<p><b>MATERIALS FROM DEMOLITIONS</b></p> <p>Any materials arising from demolitions and not re-used shall become the property of the Client. The Contractor shall allow in his rates the cost of transporting the demolished materials as directed by the PROJECT MANAGER.</p>		
E	<p><b>PRICING RATES</b></p> <p>The tenderer shall include for all costs in executing the whole of the works, including transport from stores, fixing, all to comply with the Said Conditions of Contract. Tender which plus or minus 10% shall be considered as non-responsive.</p>		
F	<p><b><u>TENDER SECURITY</u></b></p> <p>The tender must be accompanied by a tender security or else the tender shall be disqualified.</p>		
	Carried to Collection		

PP/3

<i>Item</i>	<i>DESCRIPTION</i>	<b>Kshs.</b>	<b>Cts</b>
<b>A</b>	<p><b><u>SECURITY</u></b></p> <p>The Contractor shall allow for providing adequate security for the works and the workers in the course of execution of this contract. No claim will be entertained from the Contractor for not maintaining adequate security for both the works and workers.</p>		
<b>B</b>	<p><b><u>URGENCY OF THE WORKS</u></b></p> <p>The Contractor is notified that these “works are urgent” and should be completed within the period stated in these Particular Preliminaries.</p> <p>The Contractor shall allow in his rates for any costs he deems that he/she may incur by having to complete the works within the stipulated contract period.</p>		
<b>C</b>	<p><b><u>EXISTING SERVICES</u></b></p> <p>Prior to the commencement of any work, the Contractor is to ascertain from the relevant authority the exact position, depth and level of all existing services in the area and he/she shall make whatever provisions may be required by the authorities concerned for the support, maintenance and protection of such services.</p>		
<b>D</b>	<p><b><u>TRANSPORT</u></b></p> <p>The contractor shall provide when required for site trips only a vehicle to comfortably seat at least four (4) persons including maintained license.</p>		
<b>F</b>	<p><b><u>FIRM PRICE CONTRACT</u></b></p> <p>This is a firm (fixed) price contract. The contractor must allow for price changes during the contract period.</p>		
	<p><b><u>Carried to Collection</u></b></p> <p><b>PP/4</b></p>		
<i>ITEM</i>	<i>DESCRIPTION</i>	<b>Kshs.</b>	<b>Cts</b>

A	<p><b><i>PERFORMANCE BOND</i></b></p> <p>A bond of 5% of the contract sum will be required in accordance with clause 6.00 on award of contract of the Instructions to Tenderer's. No payment on account for the works executed will be made to the contractor until he has submitted the Performance Bond to the Project Manager duly signed, sealed and stamped from an approved Bank.</p> <p><b><u>TENDER DOCUMENTS</u></b></p> <p>Tender documents are as listed in Clause 2.1 of the Instruction to Tenderer's Page STD/8</p> <p><b><u>DELIVERY OF TENDER</u></b></p> <p>Tenders and all documents in connection therewith, as specified above must be delivered in the addressed envelope which should be properly sealed and deposited at the offices as specified in the letter accompanying these documents.</p> <p>Tenders will be opened at the time specified in the letter accompanying these Tender Documents or as indicated in the advertisement. Tenders delivered /received later than the above time will not be opened.</p> <p><b><i>VALUE ADDED TAX</i></b></p> <p>The Contractor's attention is drawn to the Legal Notice in the Finance Act part 3 Section 21(b) operative from 1<sup>st</sup> September, 1993 which requires payment of VAT on all contracts. However, the contractor shall make provision for this in the individual rates as it will not be separately provided for in this document.</p>		
	<p><b>Total Carried to Collection</b></p>		

Item	DESCRIPTION	Kshs.	Cts
	<p><b><u>PARTICULARS OF INSERTIONS TO BE MADE IN APPENDIX TO CONTRACT AGREEMENT</u></b></p> <p>The following are the insertions to be made in the appendix to the Contract Agreement:</p> <p>-</p> <p><b>A Period of Final Measurement</b> 3 Months from Practical completion</p> <p><b>B Defects Liability Period</b> 6 Months from practical completion</p> <p><b>C Date for Possession</b> To be agreed with the Project Manager</p> <p><b>D Date for Completion</b> 6 months after contract signing</p> <p><b>E Liquidated and Ascertained</b> At the rate of <b>Kshs. <u>10,000.00</u></b> per week or part thereof</p> <p><b>F Prime cost sums for which the</b> .....  <b>The Contractor desires to tender</b> .....</p> <p><b>G</b> .....</p> <p><b>Period of Interim Certificates</b> Monthly</p> <p><b>H Period of Honoring Certificates</b> 60 days</p> <p><b>J Percentage of Certified Value Retained</b> 10%</p> <p><b>K Limit of Retention Fund</b> 10 %</p>		
	Carried to Collection		

ITEM	DESCRIPTION	Qty	Unit	Rate	AMOUNT
	<p><b>1) SPECIAL PRELIMINARIES</b>  <u>Treasury circular No.5 of May 1974,instruction No.8 requires the Client Department responsible for the development project component (i.e. equipment, vehicle etc)</u>  <b>The contractor to supply the following: -</b></p> <p><b><u>MOBILE PHONE AIRTIME FOR OFFICERS</u></b>  Provide mobile phone airtime worth Kshs. 1,000/= per person per calendar month for 8No. Officers for the duration of contract.</p> <p>A Include a percentage sum for the contractor's cost and profit for the above..... 10%</p> <p><b><u>LUNCH FOR THE PROJECT TEAM</u></b>  Provide 2No lunches per person at the rate of Kshs 1,000/= per fortnight (site inspection &amp; site meetings) for 8No. Design team members during the duration of the contract.</p> <p>C Include a percentage sum for the contractor's cost and profit for the above..... 10%</p> <p><b><u>CLERK OF WORKS EXPENSES</u></b>  Allow a Lump sum of Kshs. .... for Clerk of Works expenses to be paid at the rate of Kshs.500/= per day, for the duration of contract</p> <p>E Include a percentage sum for the contractor's cost and profit for the above..... 10%</p>				
	<b>CARRIED TO COLLECTION</b>				

PP/8



ITEM	DESCRIPTION	AMOUNT
	<b><u>SUMMARY OF PARTICULAR PRELIMINARIES</u></b>	
A	Total from page PP/1	
B	Total from page PP/2	
C	Total from page PP/3	
D	Total from page PP/4	
E	Total from page PP/5	
F	Total from page PP/6	
G	Total from page PP/7	
H	Total from page PP/8	
	<b>TOTAL CARRIED TO COLLECTION PG GP/13</b>	

PP/9

02: GENERAL PRELIMINARIES

Item	Description	Kshs.	Cts
	<b>GENERAL PRELIMINARIES</b>		
A.	<b>PRICING OF ITEMS OF PRELIMINARIES AND PREAMBLES</b>  Prices shall be inserted against items of Preliminaries in the Contractor's priced bills of Quantities and Specification but not in the unit rates		
B.	<b>ABBREVIATIONS</b>  Throughout the Bills, unites of measurement and terms are abbreviated and shall be interpreted as follows: -  C.M.            Shall mean cubic metre S.M            Shall mean square metre L.M.            Shall mean linear Metre M.M            Shall mean Millimetre Kg.            Shall mean Kilogramme No.            Shall mean Number Prs.            Shall mean Pairs B.S.            Shall mean the British Standard Specification Published by                    the British Standards Institution, 2 Park Street, London W.I.,                    England. Ditto  Shall mean the whole of the preceding description except as Qualified in the description in which it occurs.  m.s.            Shall mean measured separately. a.b.d            Shall mean as before described.		
	Carried to collection		

GP/01

Item	Description	Kshs.	Cts
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EXCEPTION TO THE STANDARD METHOD OF MEASUREMENT			
A.	<p>Attendance; Clause B19(a) of the Standard Method of Measurement is deleted and the following clause is substituted: -</p> <p>Attendance on nominated Sub-Contractors shall be given as an item in each case shall be deemed to include: allowing use of standard scaffolding, mess rooms, sanitary accommodation and welfare facilities; provision of special scaffolding where necessary; providing space for office accommodation and for storage of plant and materials; providing light and water for their work: clearing away rubbish; unloading checking and hoisting: providing electric power and removing and replacing duct covers, pipe casings and the like necessary for the execution and testing of Sub-Contractor's work and being responsible for the accuracy of the same.</p> <p><b>Fix Only: -</b></p> <p>"Fix Only" shall mean take delivery at nearest railway station (Unless otherwise stated), pay all demurrage charges, load and transport to site where necessary, unload, store, unpack, assemble as necessary, distribute to position, hoist and fix only.</p>		
B.	<p><b>EMPLOYER</b></p> <p><b>The "Employer" is the KENYA NATIONAL LIBRARY SERVICE</b></p> <p>The term "Employer" and "Client" wherever used in the contract document shall be synonymous</p>		
C.	<p><b>PROJECT MANAGER</b></p> <p>The term "P.M." wherever used in these Bills of Quantities shall be deemed to imply the Project Manager as defined in Condition 1 of the Conditions of Contract or such person or persons as may be duly authorized to represent him on behalf of the Client.</p>		
D.	<p><b>ARCHITECT</b></p> <p>The term "Architect" shall be deemed to mean "The P.M" as defined above whose address unless otherwise notified is Department of Public Works, P.O. Box 49, MANDERA</p>		
E.	<p><b>QUANTITY SURVEYOR</b></p> <p>The term "Quantity Surveyor" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Department of Public Works, P.O. Box 49, and MANDERA.</p>		
F.			
	<i>Carried to collection</i>		

GP/02

Item	Description	Kshs.	Cts
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A.	<b>ELECTRICAL ENGINEER</b>  The term "Electrical engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Department of Public Works.		
B.	<b>MECHANICAL ENGINEER</b>  The term "Mechanical Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Department of Public Works.		
C.	<b>STRUCTURAL ENGINEER</b>  The term "Structural Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Department of Public Works.		
D.	<b>FORM OF CONTRACT</b>  The Form of Contract shall be as stipulated in the Republic of Kenya's Standard Tender Document for Procurement of Building Works (2000 Edition). A copy of which is available at the Department of Public Works – MANDERA.		
E.	<b>Conditions of Contract</b>  These are numbered from 1 – 37 and are contained in the above named document. Particulars of insertions to be made in the Appendix to the Contract Agreement will be found in the Particular Preliminaries part of these Bills of quantities.		
F.	<b>BOND</b>  The Contractor shall find and submit an <b>approved bank</b> and who will be willing to be bound to the client in an amount equal to five percent (5%) of the Contract amount for the due performances of the Contract up to the date of completion as certified by the PROJECT MANAGER and who will when and if called upon, sign and Bond to that effect on the relevant standard form included herein. (Without the addition of any limitations) on the same day as the contract Agreement is signed, by the Government, the Contractor shall furnish within seven days another Surety to the approval of the Government.		
	<b>Carried to collection</b>		

GP/03

Item	Description	Kshs.	Cts
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A.	<p><b>PLANTS, TOOLS AND VEHICLES</b></p> <p>Allow for providing all scaffolding, plant, tools and vehicles required for the works except in so far as may be stated otherwise herein and except for such items specifically and only required for the use of nominated Sub-Contractors as described herein. No timber used for scaffolding, formwork or temporary works of any kind shall be used afterwards in the permanent work.</p>		
B.	<p><b>TRANSPORT</b></p> <p>Allow for transport of workmen, materials from stores, etc. to and from the site at such hours and by such routes as may be permitted by the competent authorities.</p>		
C.	<p><b>MATERIALS AND WORKMANSHIP</b></p> <p>All materials and workmanship used in the execution of the work shall be of the best quality and description unless otherwise stated. The Contractor shall order all materials to be obtained from overseas immediately after the Contract is signed and shall also order materials to be obtained from local sources as early as necessary to ensure that they are onsite when required for use in the works. The Bills of Quantities shall not be used for the purpose of ordering materials.</p>		
D.	<p><b>SIGN FOR MATERIALS SUPPLIED</b></p> <p>The Contractor will be required to sign a receipt for all articles and materials supplied by the PROJECT MANAGER at the time of taking deliver thereof, as having received them in good order and condition, and will thereafter be responsible for any loss or damage and for replacements of any such loss or damage with articles and /or materials which will be supplied by the PROJECT MANAGER at the current market prices including Customs Duty and V.A.T., all at the Contractor's own cost and expense, to the satisfaction of the PROJECT MANAGER.</p>		
E.	<p><b>STORAGE OF MATERIALS</b></p> <p>The Contractor shall provide at his own risk and cost where directed on the site weather proof lock-up sheds and make good damaged or disturbed surfaces upon completion to the satisfaction of the PROJECT MANAGER Nominated Sub-contractors are to be made liable for the cost of any storage accommodation provided especially for their use.</p>		
	<b>Carried to collection</b>		

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

Item	Description	Kshs.	Cts
A.	<b>PUBLIC AND PRIVATE ROADS</b> Maintain as required throughout the execution of the works and make good any damage to public or private roads arising from the consequent upon the execution of the works to the satisfaction of the local and other competent authority and the PROJECT MANAGER.		
B.	<b>EXISTING PROPERTY</b> The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damage arising from the execution of this contract at his own expenses to the satisfaction of the PROJECT MANAGER.		
C.	<b>VISIT SITE AND EXAMINE DRAWINGS</b> The Contractor is recommended to examine the drawings and visit the site the location of which is described in the Particular Preliminaries hereof. He shall be deemed to have acquainted himself therewith as to its nature, position, means of access or any other matter which may affect his tender. No claim arising from his failure to comply with this recommendation will be considered.		
D.	<b>ACCESS TO SITE AND TEMPORARY ROADS</b> Means of access to the Site shall be agreed with the PROJECT MANAGER prior to commencement of the work and Contractor must allow for building any necessary temporary access roads.		
E.	<b>AREA TO BE OCCUPIED BY THE CONTRACTOR</b> The area of the site which may be occupied by the Contractor for use of storage and for the purpose of erecting workshops, etc., shall be defined on site by the PROJECT MANAGER.		
	<b>Carried to collection</b>		

GP/06

Item	Description	Kshs.	Cts
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A.	<p><b>OFFICE, ETC. FOR THE PROJECT MANAGER</b></p> <p>The Contractor shall provide, erect and maintain where direct on site and afterwards dismantle the site office of the type noted in the Particular Preliminaries, complete the Furniture. He shall also provide a strong metal trunk complete with strong hasp and staple fastening and tow keys. He shall provide, erect and maintain a lock-up type water or bucket closet for the sole use of the PROJECT MANAGER including making temporary connections to the drain where applicable to the satisfaction of Government and Medical Officer of Health and shall provide services of cleaner and pay all conservancy charges and keep both office and closet in a clean and sanitary condition from commencement to the completion of the works and dismantle and make good disturbed surfaces. The office and closet shall be completed before the Contractor is permitted to commence the works. <b>The Contractor shall make available on the Site as and when required by the</b></p> <p><b>“PROJECT MANAGER” a modern and accurate level together with leveling staff, ranging rods and 50 metre metallic or linen tape.</b></p>		
B.	<p><b>WATER AND ELECTRICITY SUPPLY FOR THE WORKS</b></p> <p>The Contractor shall provide t his own risk and cost all necessary water, electric light and power required for use in the works. The Contractor must make his own arrangements for connection to the nearest suitable water main and for metering the water used. He must also provide temporary tanks and meters as required at his won cost and clear away when no longer required and make good on completion to the entire satisfaction of the PROJECT MANAGER. The Contractor shall pay all charges in connection herewith. No guarantee is given or implied that sufficient water will be available from mains and the Contractor must make his own arrangements for augmenting this supply at his own cost. Nominated Sub-Contractors are to be made liable for the cost of any water or electric current used and for any installation provided especially for their own use.</p> <p><b>SANITATION OF THE WORKS</b></p> <p>The Sanitation of the works shall be arranged and maintained by the Contractor to the satisfaction of the Government and /or Local Authorities, Labor Department and the PROJECT MANAGER.</p>		
C.	<p><b>SUPERVISION AND WORKING HOURS</b></p> <p>The works shall be executed under the direction and to the entire satisfaction in all respects of the PROJECT MANAGER who shall at all times during normal working hours have access to the works and to the yards and workshops of the Contractor and Subcontractors or other places where work is being prepared for the contract.</p>		
D.	<p><b>PROVISIONAL SUMS</b></p> <p>The term “Provisional Sum” wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7 (i) of the Standard Method of Measurement mentioned in Condition No. 16 of the conditions of Contract. Such sums are net and no addition shall be made to them for profit.</p>		
E.			
	<b>Carried to Collection</b>		
Page <b>103</b> of <b>167</b>			



Item	Description	Kshs.	Cts
A.	<p><b>PRIME COST (OR P.C.) SUMS</b></p> <p>The term "Prime Costs Sum" or "P.C. Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7 (ii) of the Standard Method of Measurement mentioned in Condition No. 16 of the conditions of Contract. Persons or firms nominated by the PROJECT MANAGER to execute work or to provide and fix materials or goods as stated in Condition No. 20 of the Conditions of Contract are described herein as Nominated Sub-Contractors.</p> <p>Persons of firms so nominated to supply goods or materials are described herein as Nominated Suppliers.</p>		
B.	<p><b>PROGRESS CHART</b></p> <p>The Contractor shall provide within two weeks of Possession of Site and in agreement with the PROJECT MANAGER a Progress Chart for the whole of the works including the works of Nominated Sub-Contractors; one copy to be handed to the PROJECT chart to be amended as necessary as the work proceeds.</p>		
C.	<p><b>ADJUSTMENT OF P.C. SUMS</b></p> <p>In the final account all P.C. Sums shall be deducted and the amount properly expended upon the PROJECT MANAGER'S order in respect of each of them added to the Contract sum. The Contractor shall produce to the PROJECT MANAGER such quotations, invoices or bills, properly receipted, as may be necessary to show the actual details of the sums paid by the Contractor. Items of profit upon P.C. Sums shall be adjusted in the final account pro-rata to the amount paid. Items of "attendance" (as previously described) following P.C. Sums shall be adjusted pro-rata to the physical extent of the work executed (not pro-rata to the amount paid) and this shall apply even though the Contractor's priced Bill shows a percentage in the rate column in respect of them.</p> <p>Should the Contractor be permitted to tender and his tender be accepted of any work for which a P.C. Sum is included in these Bill of Quantities profit and attendance will be allowed at the same rate as it would be if the work were executed by a Nominated Subcontractor.</p>		
	<b>Carried to collection</b>		

Item	Description	Kshs.	Cts
A.	<p><b>ADJUSTMENT OF PROVISIONAL SUMS</b></p> <p>In the final account all Provisional Sums shall be deducted and the value of the work properly executed in respect of them upon the PROJECT MANAGER'S order added to the Contract Sum. Such work shall be valued as described for Variations in Conditions No. 13 of the Conditions of Contract, but should any part of the work be executed by a Nominated Sub-Contractor, the value of such work or articles for the work be supplied by a Nominated Supplier, the value of such work or articles shall be treated as a P.C. Sum and profit and attendance comparable to that contained in the priced Bills of Quantities for similar items added.</p>		
B.	<p><b>NOMINATED SUB-CONTRACTORS</b></p> <p>When any work is ordered by the PROJECT MANAGER to be executed by nominated sub-contractors, the Contractor shall enter into Sub-contracts as described in Condition No. 20 of the Conditions of Contract and shall thereafter be responsible for such subcontractors in every respect. Unless otherwise described the Contractor is to provide for such Sub-Contractors any or all of the facilities described in these Preliminaries. The Contractor should price for these with the nominated Sub-contract Contractor's work concerned in the P.C. Sums under the description "add for Attendance".</p>		
C.	<p><b>DIRECT CONTRACTS</b></p> <p>Notwithstanding the foregoing conditions, the client reserves the right to place a "Direct Contract" for any goods or services required in the works which are covered by a P.C. Sums in the Bills of Quantities and to pay for the same direct. In any such instances, profit relative to the P.C. Sum the priced Bills of Quantities will be adjusted as described for P.C. Sums and allowed.</p>		
D.	<p><b>ATTENDANCE UPON OTHER TRADESMEN, ETC.</b></p> <p>The Contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this Contract every facility for carrying out their work and also for use of his ordinary scaffolding. The Contractor, however, shall not be required to erect any special scaffolding for them. The Contractor shall perform such cutting away for any making good after the work of such tradesmen or persons as may be ordered by the PROJECT MANAGER and the work will be measured and paid for to the extent executed at rates provided in these Bills.</p>		
	<b>Carried to collection</b>		

GP/09

Item	Description	Kshs.	Cts
A.	<p><b>INSURANCE</b></p> <p>The Contractor shall insure as required in Condition Nos. 22 and 23 of the Conditions of Contract. No payment on account of the work executed will be made to the Contractor until he has satisfied the PROJECT MANAGER either by production of an Insurance Policy or and Insurance Certificates that the provision of the foregoing Insurance Clauses have been complied with in all respects. Thereafter the PROJECT MANAGER shall from time to time ascertain that premiums are duly paid up by the Contractor who shall if called upon to do so, produce the receipted premium renewals for the PROJECT MANAGER'S inspection.</p>		
B.	<p><b>PROVISIONAL WORK</b></p> <p>All work described as "Provisional" in these Bills of Quantities is subject to remeasurement in order to ascertain in actual quality executed for which payment will be made. All "Provisional" and other work liable to adjustment under this Contract shall left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the PROJECT MANAGER.</p> <p>Immediately the work is ready for measuring, the Contractor shall give notice to the PROJECT MANAGER. If the Contractor makes default in these respects he shall if the PROJECT MANAGER so directs uncover the work to enable all measurements to be taken and afterwards reinstate at his own expenses.</p>		
C.	<p><b>ALTERATIONS TO BILLS, PRICING, ETC.</b></p> <p>Any un-authorized alteration or qualification made to the text of the Bills of Quantities may cause the Tender to be disqualified and will in any case be ignored. The Contractor shall be deemed to have made allowance in his prices generally to cover any items against which no price has been inserted in the priced Bills of Quantities. All items of measured work shall be priced in detail and the Tenders containing Lump Sums to cover trades or groups of work must be broken down to show the price of each item before they will be accepted.</p>		
D.	<p><b>BLASTING OPERATIONS</b></p> <p>Blasting will only be allowed with the express permission of the PROJECT MANAGER in writing. All blasting operations shall be carried out at the Contractor's sole risk and cost in accordance with any Government regulations in force for the time being, and any special regulations laid down by the PROJECT MANAGER governing the use and storage of explosives.</p>		
	<b>Carried to collection</b>		

Item	Description	Kshs.	Cts
A.	<b>MATERIALS ARISING FROM EXCAVATIONS</b>  Materials of any kind obtained from the excavations shall be the property of the client. Unless the PROJECT MANAGER directs otherwise such materials shall be dealt with as provided in the Contract. Such materials shall only be used in the works, in substitution of materials which the Contractor would otherwise have had to supply with the written permission of the PROJECT MANAGER should such permission be given, the Contractor shall make due allowance for the value of the materials so used at a price to be agreed.		
B.	<b>PROTECTION OF THE WORKS</b> Provide protection of the whole of the works contained in the Bill of Quantities, including casing, casing up, covering or such other means as may be necessary to avoid damage to the satisfaction of the PROJECT MANAGER and remove such protection when no longer required and make good any damage which may nevertheless have been done at completion free of cost to the Government.		
C.	<b>REMOVAL OF RUBBISH ETC.</b>  Removal of rubbish and debris from the buildings and site as it accumulates and at the completion of the works and remove all plant, scaffolding and unused materials at completion.		
D.	<b>WORKS TO BE DELIVERED UP CLEAN</b> Clean and flush all gutters, rainwater and waste pipes, manholes and drains, wash (except where such treatment might cause damage) and clean all floors, sanitary fittings, glass inside and outside and any other parts of the works and remove all marks, blemishes, stains and defects from joinery, fittings and decorated surfaces generally, polish door furniture and bright parts of metal works and leave the whole of the buildings watertight, clean, perfect and fit for occupation to the approval of the PROJECT MANAGER.		
E.	<b>FIRM PRICE CONTRACT</b> <b>Unless otherwise specifically stated in the Particular Preliminaries this is a firm price Contract. No variation of the contract until completion.</b>  <b>The contractor must allow in his tender rates for any increase in the cost of labor and materials during the construction period.</b>		
	<b>Carried to collection</b>		

GP/11

Item	Description	Kshs.	Cts
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A.	<p><b>GENERAL SPECIFICATION</b></p> <p>-</p> <p>For the full description of materials and workmanship, method of execution of the work and notes for pricing, the Contractor is referred to the Ministry of Public Works General Specification dated 1976 or any subsequent revision thereof which is issued as a separate document, and which shall be allowed in all respects unless it conflicts with the General Preliminaries. Trade Preambles or other items in these Bills of Quantities.</p>		
B.	<p><b>TRAINING LEVY</b></p> <p>The Contractor's attention is drawn to legal notice No. 237 of October, 1971, which requires payment by the Contractor of a Training Levy at the rate of 3% of the contract sum on all contracts of more than Kshs. 50,000.00 in value.</p>		
C.	<p><b>MATERIALS ON SITE</b></p> <p>All materials for incorporation in the work must be stored on or adjacent to the site before payment is effected unless specifically exempted by the PROJECT MANAGER. This includes the materials of the Main contractor, Nominated Sub-Contractors and Nominated Suppliers.</p>		
D.	<p><b>HOARDING</b></p> <p>The Contractor shall enclose the site or part of the works under construction with a hoarding 2400mm high consisting of iron sheets on 100x50mm timber posts firmly secured at 1800mm centres with two 75x50mm timber rails approximately 300m.</p> <p>Contractor is in addition required to take all precautions necessary for the safe custody of the works, materials, plant, public and Employer's property on the site.</p>		
E.	<p><b>CONTRACTOR'S SUPERINTENDENCE / SITE AGENT</b></p> <p>The Contractor shall constantly keep on the works literate English speaking Agent or Representative, competent and experienced in the kind of work involved who shall give his whole experience in the kind of work involved and shall give his whole time to the superintendence of the works.</p> <p>Such Agent or Representative shall receive on behalf of the Contractor all directions and instructions from the Project Manager and such directions shall be deemed to have been given to the Contractor in accordance with the Conditions of Contract.</p>		
	<b>Carried to collection</b>		

**GP/12**

Item	Description	Kshs.	Cts
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**COLLECTION****Brought forward from pg PP/7 for Particular Preliminaries.....**

Brought forward from page GP/1 .....

Brought forward from page GP/2 .....

Brought forward from page GP/3 .....

Brought forward from page GP/4 .....

Brought forward from page GP/5.....

**Brought forward from page GP/6.....****Brought forward from page GP/7 .....**

Brought forward from page GP/8.....

Brought forward from page GP/9 .....

Brought forward from page GP/10 .....

Brought forward from page GP/11 .....

Brought forward from page GP/12 .....

**Total carried forward for Particular and General Preliminaries taken to Grand Summary (BILL NO.1)****PREAMBLES AND PRICING NOTES**

#### **A. GENERALLY**

All work to be carried out in accordance with the Ministry of Public Works General Specifications for Building Works issued in 1976 or as qualified or amended.

#### **B. MANUFACTURERS' NAMES**

Where manufacturers' names and catalogue references are given for guidance to quality and standard only, alternative manufacturer of equal quality will be accepted at the discretion of the Project Manager.

#### **C. WALLING**

All precast concrete blocks shall be manufactured by the methods and to the sizes specified in the Ministry of Public Works "Specification for Metric Sized Concrete Blocks for Building (1972)"

Walling of 100 mm thickness or under shall be reinforced with hoop iron every alternate course.

Prices for walling must allow for all costs in preparing, packing and sending sample blocks for testing as and when required by the Project Manager.

#### **D. CARPENTRY**

The grading rules for cypress shall be the same as for podocarpus and all timber used for structural work shall be select (second grade).

All structural timber must conform to the minimum requirements for moisture content and preservative treatment and timber prices must allow for preparing, packing and sending samples for testing when required.

Prices must also include for all nails and fasteners.

*PN/01*

#### **E. JOINERY**

Cypress for joinery shall be second grade in accordance with the latest grading rules of the Kenya Government.

Where Mahogany is specified, this refers to prime grade only. The Contractor may with the approval of the Project Manager, use either Msharagi or Mvuli in lieu of Mahogany but such approval will be given only in the case of shortages of the hardwoods specified.

Plugging shall be carried out by drilling walling or concrete with masonry drill and filling with propriety plugs of the correct sizes. Cutting with hammer and chisel will not be allowed.

Prices for joinery must include for pencil rounded arises, protection against damage, nails, screws, framing and bedding in cement mortar as required.

Sizes given for joinery items are nominal sizes and exact dimensions of doors, etc, must be ascertained on site.

#### **F. IRONMONGERY**

Ironmongery shall be as specified in the Bills of Quantities or equal and approved.

Prices must include for removing and re-fixing during and after painting, labeling all keys, and for fixing to hardwood, softwood, concrete or block work.

Catalogue references given for ironmongery are for purposes of indicating quality and size of item(s). Should the Contractor wish to substitute the specified item(s) with others of equal quality, he must inform the Project Manager and obtain approval in writing.

#### **G. STRUCTURAL STEELWORK**

All structural steelwork shall comply with the Ministry of Public Works "Structural Steelwork Specification (1973) and shall be executed by an approved Sub-contractor.

*PN/02*

#### **H. PLASTERWORK AND OTHER FINISHES**

All finishing's' shall be as described in the general specifications and in these Bills of Quantities.



Prices for pavings are to include for brushing concrete clean, wetting and coating with cement and sand grout 1:1.

Rates for glazed wall tiling are to include for a 12 mm cement and sand (1:4) backing screed specified in these Bills of Quantities.

#### **I. GLAZING**

Where polished plate glass is specified, this refers to general glazing quality.

Prices for glazing shall include for priming of rebates before placing putty.

The Contractor will be responsible for replacing any broken or scratched glass and handing over in perfect condition.

#### **J. PAINTING**

All paint shall be 1<sup>st</sup> quality "Crown" or other equal and approved

Painting shall be applied in accordance with the manufacturers' instructions.

Prices for painting are to include for scaffolding, preparatory work, priming coats, protection of other works and for cleaning up on completion. Prices for painting on galvanized metal are to include for mordant solution as necessary.

PN/03

Unit	Description	Unit	Quantity	Rate	Total
1	<u>SUBSTRUCTURE - (PROVISIONAL)</u>				

	<b>Excavations</b>				
1.1	Excavate trenches to receive foundations; not exceeding 1.5m deep; starting from reduced level	Cm	49		
1.2	Excavate pits to receive bases; not exceeding 1.5m deep; starting from reduced level	Cm	28		
1.3	Extra over excavations for excavation in rock irrespective of hardness or depth	Cm	77		
	<b>Maintance of Excavations</b>				
1.4	Allow for keeping the excavations and works free from all water, including spring, storm and any other running water, by pumping or other means as required.	Item	1		
1.5	Allow for maintaining sides of all excavations by planking and strutting or other means as required. Additional works caused by the collapse of excavations through inadequate planking and strutting or removal of ground or rain water from excavations will be at the Contractors expense.	Item	1		
	<b>Disposals</b>				
1.6	Backfilling in selected excavated material; deposited and compacted in layers 150 mm of layers	Cm	33		
1.7	Load and cart away surplus excavated material from site to dump site approved by local authority	Cm	44		
	<b>Fillings</b>				
1.8	300mm Thick; Imported fill in making up levels well rolled and compacted to 95% maximum dry density	Sm	221		
1.9	50mm Thick stone or quarry dust blinding to surfaces of hardcore	Sm	221		
1.10	<b>Damp Proof Membrane</b>	Sm	229		
	1000 Gauge 'diothene' or other equal and approved polythene sheeting damp proofing membrane; with weltd laps ( measured net - no allowance made for laps) Horizontal; in 1 No layer (s) Over 300 mm wide; laid on compacted murrum or quarry dust blinding (m/s)				

	TOTAL CARRIED TO COLLECTION PAGE				
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+Unit	Description	Unit	Quantity	Rate	Total
	<b>Anti-Termite Treatment</b>				
1.11	Termidor or other equal and approved insecticide; applied strictly in accordance with Manufacturer's printed instruction; mixed at the ratio of 1:100 (termicide to water) and applied at the rate of 5 litres per square meter; Application to be carried out by an approved specialist; with and including a Ten years written guarantee; all to the Architect's approval; To surfaces of fill and tops of foundation walls; to subsoil	Sm	229		
	<b>CONCRETE</b>				
1.12	<u>Normal: mass concrete ( 1:4:8 mix /20mm aggregate)</u>	sm	61		
1.13	50mm Thick blinding under strip footing	sm	24		
	50mm Thick blinding under column bases				
1.14	<u>Normal: class 25/(20mm); vibrated Reinforced Concrete</u>		13		
1.15	Foundations in trenches	Cm	5		
1.16	Column bases	Cm	6		
1.17	Foundation Columns	Cm	229		
	150 mm thick Beds; laid to slopes not exceeding 15 degrees from horizontal	sm			
	<b>Reinforcement</b>				
1.18	<u>Supply and fix steel bar reinforcement; high yield deformed steel; cold worked and ribbed to BS 4449; including bending, hooking, tying wire, cutting, spacers,</u>		199		
1.19	<u>stools and supporting all in position;</u>	kg	251		
1.20	Assorted Bars; Columns	kg	423		
1.21	Assorted Bars; Bases	kg	229		
	Assorted Bars; Strip Footing				
	<b>BRC Fabric Mesh</b>				
	Steel wire fabric mesh reinforcement to BS 4483 Ref. A 142 and KS 02-18: 1976; weighing 2.22 kg per square metre; ( measured net - no allowance made for minimum 300 mm laps); including trying and supports as required	Sm			

Unit	Description	Unit	Quantity	Rate	Total
	<b>TOTAL CARRIED TO COLLECTION PAGE</b>				
1.22	Vertical or battering sides of foundations	sm	41		
1.23	Vertical sides of column bases	Sm	31		
1.24	Vertical sides of foundation columns	sm			
1.25	Edges of beds 75mm - 150mm	Lm	24		
	<b>Foundation Walling</b>		93		
	<u>Approved local stone; squared; fine chisel dressed one side; bedding, jointing and recessed pointing one side in cement mortar (1:4) as work proceeds ; 25 mm thick; reinforced with hoop iron gauge 500 in every alternative course</u>				
1.26	200mm Thick	Sm	121		
	<b>Plinth Finishes</b>				
1.27	<u>Plaster; 15 mm first coat of cement and sand (1:4); 3 mm second coat of cement and lime putty (1:5); wood floated hard and smooth to finish</u>	Sm	39		
1.28	Walls Surfaces				
	<u>Prepare and apply 3 Coat(S) Black Bitumastic Paint; To Crown Paints Or Equal And Approved</u>	Sm	39		
	Walls Surfaces				
	<b>TOTAL CARRIED TO COLLECTION PAGE</b>				
	<b><u>COLLECTION PAGE</u></b>				
	Brought from page 01				
	Brought from page 02				
	Brought from page 03				
	<b>TOTAL SUBSTRUCTURE - (PROVISIONAL)</b>				

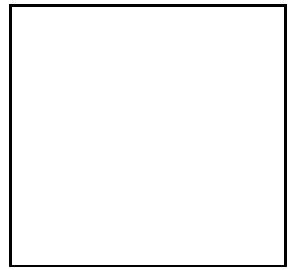


Unit	Description	Unit	Quantity	Rate	Total
<b>2</b>	<b><u>REINFORCED CONCRETE FRAME</u></b> <b>Concrete Works</b>  <u>Normal: class 25/(20mm); vibrated Reinforced Concrete</u>				
2.1	Columns	cm	6		
2.2	Beams	cm	12		
	<b>Reinforcement</b>  <u>Supply and fix steel bar reinforcement; high yield deformed steel; cold worked and ribbed to BS 4449; including bending, hooking, tying wire, cutting, spacers,</u>				
	<u>stools and supporting all in position;</u>	kg	637		
2.3	Assorted Bars; Columns				
2.4	Assorted Bars; Beams	kg	1,140		
	<b>Sawn Formwork</b>				
2.5	Vertical sides of Columns				
2.6	Vertical or battering sides of beams and soffits	Sm	77		
		Sm	382		
	<b>TOTAL REINFORCED CONCRETE FRAME</b>				





Unit	Description	Unit	Quantity	Rate	Total
<b>4</b>	<b>ROOF STRUCTURE, COVERING AND RAIN WATER GOODS</b>				
	<b>Demolitions - Roofing</b>				
4.1	Remove existing roof covering; approx. 550sm	Sm	548		
4.2	Remove existing Roof structure	Item	1		
	<b>Roof Structure</b>				
	<u>The Following in cypress timber;</u>				
4.3	Rafters 100 x 50mm	lm	0		
4.4	Wall Plate 100 x 50mm	lm	0		
4.5	Ceiling Joists 100 x 50mm	lm	0		
4.6	Strut and ties 100 x 50mm	lm	0		
4.7	50mm Purlins 50 x 50mm	lm	986		
4.8	Ridge Board 200 x 25mm	lm	110		
4.9	Fascia Board 200 x 25mm	lm	99		
	<b>Decra Roof Covering</b>				
4.10	<u>Decra interlocking galvanized steel tiles manufactured by Decra Roof Systems (U.K) Ltd; Textured stone granite finish, approved colour, 1260 x 368 mm net coverage; laid on and including 50 x 25 mm pressure impregnated cypress second grade battens at 368 mm centres.</u>	Sm	548		
	Roof covering; ditto				
	<b>Rain Water Installations</b>				
4.11	<u>Pipework; Unplasticised P.V.C. to B.S. 5481; Heavy gauge; Pipes; soldered connections in the running length; fixing with approved galvanized mild steel holderbats at appropriate centres to backgrounds</u>	lm	99		
4.12	150mm diameter pipes; Gutter	lm	59		
	150mm diameter pipes; downpipe				
	<b>TOTAL ROOF STRUCTURE, COVERING AND RAIN WATER GOODS</b>				



Unit	Description	Unit	Quantity	Rate	Total
5	<b>WINDOWS</b>				
	<b>Demolitions - Windows</b>				
5.1	Remove existing windows and cart away from the site as directed: approx. 70sm	No	19		
	<b>Composite Aluminium window</b>				
5.2	<u>Composite extruded powder coated coloured (to Architect's approval) aluminium windows; constructed of standard hollow or angle sections with frames mitered at corners including reinforcing cleats; permanent ventilators ; opening sections sliding or hung; snap rubber glazing beads and sealing strips; and all necessary ironmongery</u>	No	19		
5.3		No	19		
	Overall size Windows 2200 mm x 1500mm high ditto				
	Overall size Windows 2200 mm x 700mm high ditto				
	<b>Burglar Proofing</b>				-
5.4	<u>Supply, assemble and fix the following purpose made burglar proofing constructed from 16 mm mild steel square bars welded integrally to windows (attached in Appendix A) at 300 mm centres horizontally and 200 mm centres vertically all as approved to concede with all internal window horizontal and vertical members including an additional bar welded to the external top, bottom</u>	No	19		-
5.5		No	19		
5.6	<u>and side members of the window all round; all to Architect's approval</u>	Im	92		
	Overall size Windows 2200 mm x 1500mm high ditto				
	Overall size Windows 2200 mm x 700mm high ditto				
	<b>Window Board</b>				
	200 x 25mm Moulded weather or window board with two labours plugged				
	<b>TOTAL WINDOWS</b>				



Unit	Description	Unit	Quantity	Rate	Total
<b>6</b>	<b>DOORS</b>				
	<b>Demolitions - Doors</b>				
6.1	Remove existing Doors and cart away from the site as directed: approx. 30sm	No	10		-
	<b>Wrot Mvuli Door</b>				
	<u>Hardwood Mvuli door comprising 200 x 50 mm moulded frame all round and fixed to</u>				
6.2	<u>wall with dowels</u>	No	19		
6.3		No	19		
	Paneled Door overall size 1000mm x 2400mm high ditto				
6.4	Paneled Double Door overall size 1500mm x 2400mm high ditto	lm	61		
6.5			15		
6.6	<b>Wrot Mvuli; the following</b>		61		
6.7	Frame 150 x 50mm	No	61		
	Transome 150 x 50mm	No			
	Architrave 25 x 25mm	No			
6.8	Quadrant 12.5 x 12.5mm	No	40		
6.9		No	10		
6.10	<b>Ironmongeries</b>		10		
6.11	Hinges		10		
6.12	3 Lever Locks		10		
	Door Stoppers magnetic				
	Tower Bolts; 300mm long; Top tower bolt				
	Tower Bolts; 100mm long; Bottom tower bolt				
	<b>TOTAL DOORS</b>				

Unit	Description	Unit	Quantity	Rate	Total
<b>7</b>	<b>EXTERNAL WALL FINISHES</b>				
	<b>Plaster</b>				
	<u>Plaster; first coat of cement and sand (1:4); second coat of cement and lime putty (1:5); wood floated hard and smooth to finish</u>				
7.1	Walls Surfaces; External	Sm	311		-
	<b>Paint</b>				
	<u>Prepare And Apply Two Undercoats; Two Coats Silk Vinyl Emulsion Paint; To Crown 'Solo' Paints Or Equal And Approved; to plastered Surfaces; generally to;</u>				
7.2	Walls Surfaces; External	Sm	385		
	<b>TOTAL EXTERNAL WALL FINISHES</b>				-

Unit	Description	Unit	Quantity	Rate	Total
<b>8</b>	<b>INTERNAL WALL FINISHES</b>				
	<b>Plaster</b>				
	<u>Plaster; 15 mm first coat of cement and sand (1:4);</u> <u>3 mm second coat of cement and lime putty (1:5);</u> <u>wood floated hard and smooth to finish</u>				
8.1	Walls Surfaces:	Sm	680		
	<b>Paint</b>				
	<u>Prepare And Apply Two Undercoats; Two Coats</u> <u>Silk Vinyl Emulsion Paint; To Crown 'Solo' Paints</u> <u>Or Equal And Approved; to plastered Surfaces;</u> <u>generally to;</u>				
8.2	Walls Surfaces:	Sm	824		
	<b>TOTAL INTERNAL WALL FINISHES</b>				

Unit	Description	Unit	Quantity	Rate	Total
9	<b>FLOOR FINISHES</b>				
9.1	<b>Floor Harking</b> Hark existing floor screed; to receive new floor finishes; cart away all debris as directed  <b>Screed</b> <u>Screed; cement and sand (1:4); wood floated; to concrete or</u> <u>block work base; generally, to;</u>	Sm	399		
9.2	32 mm thick one coat beds:  <b>Ceramic Floor Tiles</b> Supply and fix; Approved imported ceramic tiles; non-slip floor tiles; to regular	Sm	399		
9.3	<u>pattern; bedding and jointing in cement mortar (1:4);</u>	Sm	399		
9.4	<u>grouting joints with matching cement</u>				
	Floor surfaces:	lm	223		
	Skirting 100 x 15mm:				
	<b>TOTAL FLOOR FINISHES</b>				



	Unit	Description	Unit	Quantity	Rate	Total
10		<b>CEILING FINISHES</b>				
		<b>Demolitions - Ceiling</b>				
10.1		Remove existing chip board ceiling; cart away debris as directed	Sm	396		
		<b>New Chip Board Ceilings</b>				
10.2		<u>Chipboard; B.S. 2604; fixing with nails; nail heads punched and puttied 5 mm thick; with and including sealing joints with approved tape and filler; set to pattern; screwed with galvanized screws to and including 50 x 50mm pressure impregnated sawn</u>				
10.3		<u>Cypress timber bearers at 600mm alternate centres respectively to form a 600 x 600mm grid; on 6mm neoprene pads.</u>				
10.4		Ceiling Surfaces	SM	396		
		Cornice 100 x 25mm	IM	194		
		<b>Branderling</b>				
		Supply and fix timber branding 50 x 50mm	Lm	792		
10.5		members; all to approvals <b>Paint</b>				
10.6		Prepare And Apply Two Undercoats; Two Coats Silk Vinyl Emulsion Paint; To Crown 'Solo' Paints Or Equal And Approved; to plastered Surfaces; <u>generally to;</u>				
		Ceiling Surfaces: Ground floor	sm	396		
		Cornice 100 x 25mm	lm	194		
		<b>TOTAL CEILING FINISHES</b>				

Unit	Description	Unit	Total
	<b><u>SUMMARY PAGE</u></b>		
01	SUBSTRUCTURE		
02	REINFORCED CONCRETE FRAME		
03	SUPERSTRUCTURE WALLING		
04	ROOF STRUCTURE, COVERING AND RAIN WATER GOODS		
05	WINDOWS		
06	DOORS		
07	EXTERNAL WALL FINISHES		
08	INTERNAL WALL FINISHES		
09	FLOOR FINISHES		
10	CEILING FINISHES		
	<b><u>TOTAL CARRIED TO FORM OF TENDER</u></b>		

**PROPOSED ELECTRICAL INSTALLATION**

ITEM	DESCRIPTION	QTY	UNIT	RATE	Kshs
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	<b>LIGHTING INSTALLATION</b>				
1a	Supply and install lighting points using 3 x 1.5mm <sup>2</sup> PVC insulated Copper cables to be drawn in 20mm diameter PVC heavy gauge conduits concealed in the floors, roof and for one gang one way switching but excluding the fittings and switches. Conduits to be laid during floor casting where necessary	3	No		
b	As Item 1a above but for one gang two way switching.	4	NO		
2	Supply and install 10 Amps rated moulded plate switches for flush mounting and as crabtree, clipsal or approved equivalent.				
a	One gang one way	3	NO		
b	One gang two way	4	No		
3	Supply and install the following lighting fittings: 1200mm 18W LED single fluorescent lamp ip65 fully polycarbonate weather resistant and corrosion proof luminaire high frequency control gear as FITZGERALD Cat No PCW36/HF or approved equivalent.				
a	<b>POWER INSTALLATION</b> Supply and install the 13Amps single switched socket outlet point, wired using 3 x 2.5mm <sup>2</sup> PVC insulated copper cables drawn in 20mm diameter PVC heavy gauge conduits laid concealed in the floors	23	NO		

	and walls but without the twin outlet plate.				
4a	Supply and Install 13Amps twin switched socket outlet plate incorporating a pilot lamp and as MK Cat No. 26571 WH1/2647 WH1 or equivalent and approved.	37	No		
b	Supply and install recessed 4-way TPN Consumer Unit incorporating an incoming MCB rated at 125A (without the MCBs) The DB is to be as Merlin Gerlin / Hager or approved equivalent.	37	NO		
5a	Install the following miniature circuit breakers (MCB'S) rated at 500Vac for item 5a Above 10A (SP) 32A (SP) 63A (SP)	1	No		
b	Supply and install Blanking Plates for item 5 above.	2	No		
c	Supply and install Ceiling fan and extractor points using 3 x 1.5mm <sup>2</sup> PVC insulated Copper cables to be drawn in 20mm diameter PVC heavy gauge conduits.	4	No		
d	Supply and install the following fittings:	1	No		
6a	24" ceiling fans as Orient or an approved equivalent firmly fixed on the ceiling	5	No		
b					

7a	Supply and install air conditioning circuits wired using 2x4mm <sup>2</sup> +1.5mm <sup>2</sup> ECC PVC insulated copper cables drawn in 20mm diameter PVC heavy gauge conduits but excluding the 20A DP switch and the air conditioner	2	No		
b	Install flush mounted 20Amps DP switch complete with a pilot lamp and as MK CatNo 5423 WHI for the air conditioner	2	No		
c	12000Btu/hr Air-Conditioners as LG,Samsung or its approved equivalent	2	No		
<b>Total carried to collection page</b>					

**BILLS OF QUANTITIES FOR THE PROPOSED BOUNDARY WALL**

ITEM	DESCRIPTION	QTY.	UNIT	RATE	SHS.
	<b>BOUNDARY WALL</b>				
	<b><u>SUBSTRUCTURES</u></b> <b><u>(PROVISIONAL)</u></b>				
	<b><u>Demolitions</u></b>				
A	Carefully demolish existing chain link fence and cart away or store as directed.	500	LM		
B	Clear the site of all bushes, shrubs, undergrowth, grab uproot and burn all arisings along the path of boundary wall.	500	LM		
C	Prune or uproot selected trees on site not exceeding 2.0m girth and cart away the arising as directed.	-	ITEM		
D	Excavate for strip foundation trench not exceeding 1.5m deep starting from ground level and stockpile on site as directed.				
E	Excavate pit for column bases.	170	CM		
	Extra over excavations for excavating in rock.	243	CM		
F	Allow for maintaining and supporting sides of excavations.	243	CM		
G	Allow for keeping excavations free of water and mud by pumping, bailing or other approved means.	-	ITEM		
H	Return fill and ram selected excavated material around foundations.	-	ITEM		
I	Load, wheel and deposit surplus material where directed not exceeding 50m away.	153	CM		
J		41	CM		
	<b>TOTAL CARRIED TO COLLECTION</b>				

ITEM	DESCRIPTION	QTY.	UNIT	RATE	SHS.
	<b><u>Concrete work</u></b> <b><u>Mass concrete 1:4:8 as described in: -</u></b>				
A	50mm blinding <b><u>Vibrated, reinforced concrete 1:2:4 as described in: Strip foundations</u></b>	254	SM		
B	Column bases	52	CM		
C	Foundation columns.	91	CM		
D	Ground beam	25	CM		
E	<b><u>Reinforcement mild steel square twisted reinforcement in structural concrete work</u></b> 8mm diameter bars	50	CM		
F	12mm diameter bars	1,485	KGs		
G	<b><u>Sawn formwork to:-</u></b> Sides of vertical columns	833	KGs		
H	Sides of ground beam	1,688	SM		
I	<b><u>Walling in natural coursed stone from an approved quarry: jointed in 1:3 mortar</u></b> 200mm thick wall in foundation	2,532	SM		
J	Allow for 100mm dia. weep holes as directed through walling in PVC pipe	600	SM		
K		20	NO		
	<b>Total carried to collection</b>				
	<b><u>COLLECTION</u></b>				
	Total brought forward from page BW/01				
	Total brought from BW/02 above				
	<b>TOTAL FOR SUBSTRUCTURES CARRIED TO SUMMARY</b>				

BW/02

ITEM	DESCRIPTION	QTY.	UNIT	RATE	SHS.
	<b><u>2.FRAMEWORK/SUPERSTRUCTURE</u></b> <b><u>WALLING</u></b>				
A	Vibrated reinforced concrete (1:2:4) in columns at 3.0m centres.	51	CM		
B	Coping beam	25	CM		
	<b><u>Square twisted M.S reinforcement in structural concrete work</u></b>				
C	8mm diameter bars	1205	KGs		
D	12mm diameter bars	2258	KGs		
E	Sawn formwork to sides of columns	507	SM		
	<b><u>Walling in medium chisel dressed natural coursed stone from an approved quarry jointed/bedded in 1:3 mortar</u></b>				
F	200mm thick walling.	1500	SM		
G	Concrete (1:3:6) column cap size 300mm x 300mm x 150mm chamfered on all four sides and wood float finished on all exposed surfaces at 3.0m centres.	422	NO		
H	300mm wide x 75mm thick coping on top of walling wood float finished on all exposed surfaces.	500	LM		
	<b><u>Razor wire</u></b>				
I	Supply and fix coiled 450mm diameter stainless razor wire on top of walling in 2 rows firmly fixed on tube section grilles(2no. rows)	500	LM		
	<b>TOTAL R. C FRAME CARRIED TO SUMMARY</b>				



BW/03

ITEM	DESCRIPTION	QTY.	UNIT	RATE	SHS.
	<b><u>3. FINISHES</u></b>				
A	Extra overdressed stone walling for neat recessed horizontal key in 1:3 sand cement mortar to the exterior and interior wall surfaces.	633	SM		
B	25mm thick cement and sand (1:3) rendering on stone wall, beams and columns surfaces internally and externally.	253	SM		
C	Prepare and apply one undercoat and two finishing coats exterior 1 <sup>st</sup> quality plastic emulsion paint on rendered concrete surfaces and coping stones.	450	SM		
	<b>TOTAL FOR FINISHES CARRIED TO SUMMARY</b>				

BW/04

ITEM	DESCRIPTION	QTY	UNIT	RATE	SHS.
	<p><b><u>SUMMARY OF ELEMENTS</u></b> <b><u>BOUNDARY WALL</u></b></p> <p>A Substructures from page BW/02</p> <p>B Framework/Walling from page BW/03</p> <p>C Finishes &amp; Gates from page BW/04</p> <p>D Allow for 5m Steel gate to be erected at the entrance</p>				
	<b>TOTAL FOR BOUNDARY WALL CARRIED TO GRAND SUMMARY</b>				

**PROPOSED CONSTRUCTION OF UNDERGROUND AND ELEVATED WATER TANK**

ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
	<b><u>ELEMENT NO. 1</u></b> <b><u>SUBSTRUCTURES</u></b> <b><u>(ALL PROVISIONAL)</u></b>				
A	Clear site of all grass and small trees not exceeding 600mm girth and cart away or burn arising"s.	46	SM		
B	Excavate pit (with a diameter not exceeding 7.0m) not exceeding 1.5m deep.	36	CM		
C	Ditto depth not limited to 1.5m but not exceeding 2.5m deep.	24	CM		
D	Ditto depth not limited to 2.5m but not exceeding 3.5m deep.	24	CM		
E	Allow for excavation over all kinds of excavation for excavating in rock irrespective of class.	-	ITEM		
F	Allow for keeping excavations free from all water by pumping or otherwise.	-	ITEM		
G	Ditto for planking and strutting to sides of excavations.	-	ITEM		
H	<b><u>Disposal</u></b> Return fill and ram selected excavated material around foundations.	32	CM		
I	Load, wheel and cart away from site surplus excavated material and deposit in approved dumping area.	31	CM		
J	<b><u>Imported filling</u></b> 300mm thick (average) approved broken quarry stone hardcore filling in two equal layers well compacted.	15	SM		
K	50mm thick stone dust blinding to surfaces of hardcore.	15	SM		
WT/1	<b>Total to collection page WT/3</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
A	<b><u>50mm thick plain concrete (1:4:8 class 15/20mm)blinding to:</u></b> Foundation base	15	SM		
B	<b><u>Sawn formwork to:</u></b> Edges of ground floor bed exceeding 150mm but not exceeding 300mm girth.	17	LM		
C	<b><u>Anti-termite treatment</u></b> „Dragnet” or other equal and approved anti termite insecticide treatment to blinded hardcore surfaces applied in accordance with manufacturer’s instructions.	11	SM		
D	<b><u>Damp proof membrane</u></b> 1000 gauge polythene sheering laid under concrete floor bed.	15	SM		
E	<b><u>REINFORCEMENT (All Provisional)</u></b> <b><u>High tensile square twisted bars BS 4461 as described in:</u></b> 8mm diameter bars	60	KG		
F	10mm ditto	240	KG		
G	12mm ditto	240	KG		
H	<b><u>Vibrated reinforced concrete class 25 in</u></b> 300mm thick raft foundation slab	15	SM		
I	150mm thick suspended slab with one opening size 600x600mm and 450mm deep cross / ring beams.	15	SM		
J	250mm thick closing lid	1	SM		
K	50mm thick mastic asphalt waterproofing or equivalent to structural engineer’s specifications.	23	SM		
L	<b><u>Sawn formwork to:</u></b> Soffits of suspended slab	15	SM		
M	Edges of suspended slab exceeding 75mm but not exceeding 150mm girth.	11	LM		
WT/2	<b>Carried to collection page WT/3</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
A	<b><u>Cont. Sawn formwork to:</u></b> Soffits of lid	1	SM		
B	Vertical sides of closing lid.	3	LM		
C	<b><u>WALLING</u></b> <b><u>Natural stone walling in cement mortar (1:3)</u></b> 200mm thick masonry circular wall of internal diameter of 5.0m(16feet) and height of 3.0m(10feet) between ground raft slab and soffit to ring/cross beams to suspended slab with 20mm thick mortar joints with 2No. well spaced Y10 high tensile square twisted bars at every course.	35	SM		
D	<b><u>Floor Finishes</u></b> 32mm thick cement and sand (1:4) bedding screed steel floated.	15	SM		
E	<b><u>Wall Finishes</u></b> 12mm thick cement and sand plaster 1:4 steel trowelled.	48	SM		
F	<b><u>Ceiling Finishes</u></b> 12mm thick cement and sand (1:4) plaster steel trowelled to soffits of suspended slab and cross/ring beams.	18	SM		
G	32mm thick cement and sand (1:4) screed to top of suspended slab.	15	SM		
	<b>Total carried to collection below</b>				
	<b><u>COLLECTION</u></b>				
	<b>Total carried forward from page WT/1</b>				
	<b>Total carried forward from page WT/2</b>				
	<b>Total carried down from above</b>				
WT/3	<b>TOTAL FOR UNDERGROUND WATER TANK CARRIED TO GRAND SUMMARY</b>				

**PROPOSED ELEVATED TANK TOWER –**

ITEM	DESCRIPTION	QTY.	UNIT	RATE	SHS.
	<b><u>ELEMENT NO. 1 ALL</u></b> <b><u>PROVISIONAL NOTE:</u></b>  <b><u>All work measured under this element is up to and including the floor slabs but excluding the finishes thereon: -</u></b>  <b><u>SITE CLEARANCE:</u></b> Clear the site of all bushes, shrubs, undergrowth and small trees grab uproot and cart away burn all arising.				
A		25	SM		
B	Excavate over site average 250mm deep to remove vegetable soil load up wheel and deposit on site not exceeding 100m	16	SM		
C	Excavate oversight to reduce levels	4	CM		
D	Excavate for strip foundation trenches not exceeding 1.5m deep commencing from reduced level.	11	CM		
F.	Ditto bur for column bases	3	CM		
G.	Extra over excavation for excavating in rock class 1	1	CM		
H.	Allow for keeping excavations free from mud and all water including spring and running water by pumping pailing or other approved means.	-	ITEM		
	Allow for planking and strutting to sides of excavations.	-	ITEM		
	<b>CARRIED TO COLLECTION</b>				

SL/01

ITEM	DESCRIPTION	QTY.	UNIT	RATE	SHS.
A	<b><u>DISPOSAL</u></b> Load surplus excavated material wheel and deposit onsite not exceeding 100m away.	10	CM		
B	<b><u>FILLING:</u></b> Return in and ram selected excavated material around foundations.	9	CM		
C	<b><u>HARDCORE AS DESCRIBED:</u></b> 300mm approved hardcore filling including leveling consolidating and or hand packing in two layers.	3	CM		
D	<b><u>BLINDING:</u></b> 50mm thick layer murram or other equal and approved blinding to the surface of hardcore; rolled smooth to receive polythene sheeting's (m.s.)	9	SM		
E	<b><u>INSECTICIDE TREATMENT</u></b> „Termidor“ or other equal and approved chemical insecticide treatment prepared and applied according to the manufacturer's printed instructions.	9	SM		
F	<b><u>REMOVE OF TERMITES NESTS</u></b> Remove termite's nests by approved means and destroy the termites by applying „termidor“ or other equal and approved chemicals as per the manufacturers printed instructions.	-	ITEM		
	<b>CARRIED TO COLLECTION</b>				

SL/02

ITEM	DESCRIPTION	QTY.	UNIT	RATE	SHS.
	<b><u>DAMP PROOF MEMBRANE</u></b>				
A	500-gauge polythene or other equal and approved plastic sheets damp proof membrane laid over blinding (measured net – allow for laps)	9	SM		
	<b><u>IN-SITU CONCRETE WORK</u></b>				
	<b><u>MASS CONCRETE (1:4:8/38-38mm AGGREGATE)</u></b>				
B	50mm thick blinding under foundations	0.5	CM		
	<b><u>VIBRATED REINFORCED CONCRETE (1:2:4/20-20MM) AGGREGATE AS DESCRIBED IN: -</u></b>				
C	Strip foundations	1.5	CM		
D	Column /Bases	4	CM		
E	150mm thick floor slab (1:2:4)	9	SM		
	<b><u>STEEL REINFORCEMENT</u></b>				
	<b><u>SUPPLY AND FIX BAR/ROD</u></b>				
	<b><u>REINFORCEMENT INCLUDING BENDING</u></b>				
	<b><u>HOOKS TRYING WIRE CUTTING</u></b>				
	<b><u>SPACER AND SUPPORTING ALL IN</u></b>				
	<b><u>POSITION AS DESCRIBED.</u></b>				
	<b><u>HIGH TENSILE SQUARE TWISTED BARS TO B.S. 4461</u></b>				
	16mm diameter bars	80	KG		
F	Y12 mm bars	120	KG		
G.	10mm diameter	30	KG		
H	<b><u>MILD STEEL ROD TO B.S. 4449</u></b>				
	8mm diameter	25	KG		
I					



	<b>CARRIED TO COLLECTION</b>				
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SL/03

ITEM	DESCRIPTION	QTY.	UNIT	RATE	SHS.
	<b><u>GROUND FLOOR SLAB REINFORCEMENT</u></b> <u>High tensile square twisted bars to BS 4461</u>				
A	10mm bars (both ways)	85	KGS		
	<b><u>SAWN FORMWORK AS DESCRIBED TO:</u></b>				
B	Edges of floor slabs 75 - 150mm high	15	LM		
	<b><u>FOUNDATION WALLING</u></b>				
C	200mm thick rough chiseled natural stone walling bedded and joined in cement and sand (1:3) mortar and reinforced with and including 20 Gauge 25mm wide hoop iron in every alternate course.	16	SM		
	<b><u>PLINTH AREA FINISHES</u></b>				
D	20mm thick cement and sand (1:3) wood float render to plinth area.	8	SM		
E	Prepare and apply three coats black bitumastic paints to rendered area.	8	SM		
F	50mm thick precast concrete slab size 600mmx 600mm laid on and including 50mm thick consolidated sand bed and 100mm murram sub-base including all necessary excavations and anti- termite treatment to sub-base.	25	SM		
	<b>TOTAL CARRIED TO COLLECTION</b>				
	Brought forward page SL/01				
	Brought forward page SL/02				
	Brought forward page SLA03				
	Brought down from page SL/04 above				

	TOTAL FOR ELEMENT NO. 01 SUB-STRUCTURE CARRIED TO SUMMARY				
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ITEM	DESCRIPTION	QTY.	UNIT	RATE	SHS.
	<b><u>ELEMENT NO. 02</u></b> <b><u>R.C. FRAME(SUPERSTRUCTURE</u></b> <b><u>Insitu concrete (1:2:44/20) class 25/20 finished fair</u></b> <b><u>faced: including moulds necessary reinforcement</u></b> <b><u>bars: bent and hooked at end; hoisting; bedding</u></b> <b><u>joined and pointed in cement and sand (1:4) mortar</u></b> <b><u>as described.</u></b>				
A	250x400mm -columns	4	CM		
	<b><u>Vibrated reinforced concrete (1:2:4/20-25 – 20mm</u></b> <b><u>aggregates) as described in: -</u></b>				
B	Ring Beams/suspended beams 200mm suspended slab	3	CM		
	<b><u>Steel reinforcement</u></b> <b><u>Supply and Fix steel bar/rod reinforcement</u></b> <b><u>including bending hooks trying wire cutting spacer</u></b> <b><u>blocks and supporting all in position.</u></b>				
	<b><u>High Tensile square twisted bars to B.S. 4461 as</u></b> <b><u>described in:-</u></b>				
C	Y16 mm diameter(columns/suspend beam)	9	SM		
D	12mm diameter (ring beam)	235	KGS		
E	10mm diameter bars(slab)	60	KG		
	<b><u>Mild Steel rods to B.S. 4449 as described in:-</u></b>				
F	8mm diameter(columns)	20	KG		
	<b><u>Sawn Form Works as described to:-</u></b>				
G	Side and soffits to ring beams/columns/beams	60	SM		
H	20x 40mm box satin ladder embedded and fixed on side wall as directed	7	LM		
	<b>TOTAL CARRIED TO SUMMARY</b>				

SL/05

ITEM	DESCRIPTION	QTY.	UNIT	RATE	SHS.
	<b><u>ELEMENT NO. 03</u></b>				
	<b><u>ROOFING</u></b>				
	<b><u>ALL TIMBER TO BE SAWN CYPRESS SEASONED TO AN EQUILLIBRIUM MOISTURE CONTENT OF BETWEEN 9% AND 15% AND TO THE REQUIREMENT OF K.S. 02771 OF 1991 TREATED WITH APPROVED WOOD PRESENTATIVE.</u></b>				
A	100 x 50mm wall plate on and including 10mm cement and sand (1:4) mortar bed secured, on reinforced concrete ring beams (m.s) by mild steel anchor bolts (m.s)	15	LM		
	<b><u>THE FOLLOWING IN NAILED TIMBER TRUSSES INCLUDING HOISTING AND PLACING 3000MM ABOVE FLOOR SLAB LEVEL</u></b>				
B	100x 50mm rafters.	20	LM		
C	100x 50mm tie beams	15	LM		
D	75x 50mm strut/ties.	10	LM		
	<b><u>INDEPENDENT MEMBERS</u></b>				
E	50 x 50mm purlins	25	LM		
	<b><u>ROOF COVERING</u></b>				
F	Gauge 28 IT/BP760 Profiled sheets fixed on timber purlins (m.s)	20	SM		
	<b>TOTAL CARRIED TO COLLECTION</b>				

SL/06

ITEM	DESCRIPTION	QTY.	UNIT	RATE	SHS.
A	Gauge 28 ridge capping to match covering  <b><u>WROT CYPRESS</u></b>	4	LM		
B	25 x 150mm fascia board fixed to end of rafters (m.s)	14	LM		
C	25 x 150mm barge board fixed to the end of battren.  <b><u>SUNDRIES</u></b>	10	LM		
D	12mm diameter x 250mm long black mild steel anchor bolt embedded in ring beam at 1200mm centers including drilling holes in timber.	8	NO		
E	100 x 100 x 6mm thick galvanized mild steel nailing cleat once bent to form angle ten times drilling; one flange nailed to foot of rafter (m.s) other nailed to top of wall plate (m.s)  <b><u>PAINTING</u></b>  <b><u>PRIME ONLY BACK OF WOOD BEFORE FIXING</u></b>	16	NO		
F	Surface 100 – 200mm girth.  <b><u>KNOT PRIME STOP AND PREPARE AND APPLY ONE UNDER COAT AND TWO FINISHING COATS OF GLOSS OIL PAINT (abd) To:</u></b>	70	LM		
G	General surface of wood 200 – 300 mm girth.	24	LM		
	<b>TOTAL CARRIED TO COLLECTION</b>				

SL/07

ITEM	DESCRIPTION	QTY.	UNIT	RATE	SHS.
	<b><u>RAIN WATER GOODS/TANKS</u></b>				
	<b><u>24 Gauge prepainted 2000mm galvanized iron box gutters properly jointed and fixed to fascia with brackets to BS 1091</u></b>				
A	Size 150mm x 100mm	14	LM		
B	Extra in box gutter for 75mm outlet	4	NO		
C	Ditto for stopped end	1	NO		
	<b><u>Ditto for stopped end 24 gauge Prepainted galvanized iron down pipes properly jointed and fixed to walls with brackets to BS 1091</u></b>				
D	75mm diameter	12	LM		
E	Extra over down pipe for sawn neck	4	NO		
F	Ditto for shoe	4	NO		
G	Allow for 2No. 10,000 litres plastic water storage tanks including connecting pipes	2	NO		
H	Ditto but booster pump to ground tank	1	NO		
	<b>Total Carried to Collection</b>				
	<b><u>COLLECTION</u></b>				
	Brought Forward from SL /6				
	Brought Forward from SL A/7				
	Brought forward from above				
	<b>TOTAL CARRIED TO SUMMARY</b>				

ITEM	DESCRIPTION	QTY.	UNIT	RATE	SHS.
	<b><u>ELEMENT NO. 04</u></b> <b><u>DOORS/GRILLS</u></b> <b><u>Grill proofing grilles:-</u></b>  <b><u>25x25mm Hollow section tubes of approved design</u></b>				
A	Door size 900x2100mm high including Angle line frame.	2	NO		
B	Screen wall cladding	50	SM		
	<b><u>Iron Mongery</u></b>  <b><u>Supply and fix the following iron mongery:</u></b>				
C	Pressed steel tower bolts (padlocking).	2	NO		
D	100mm pressed steel door hinges welded to angle line frame.	2	NO		
	<b><u>Prepare and apply one undercoat and 2 finishing coats of gloss oil paint to:-</u></b>				
E	Bunglar proofing grills(doors/cladding)	8	LM		
	<b><u>Prepare and apply one coat of calcium plum bate and 2 coats of gloss oil paint to: -</u></b>				
F	General surfaces of metal gutters	32	LM		
G	Ditto butt for down pipes				
	<b>TOTAL CARRIED TO SUMMARY</b>				

ITEM	DESCRIPTION	QTY.	UNIT	RATE	SHS.
	<b><u>ELEMENT NO. 05</u></b> <b><u>FINISHES</u></b>  <b><u>Floor Finishes</u></b> <b><u>Cement and sand (1:4) screed as described</u></b>				
A	40mm thick backing steel troweled smooth in water proof cement  <b><u>Finishes (Column/slab)</u></b>  <b><u>Two coats gauged cement lime and sand (1:2:9) plaster steel troweled smooth</u></b>	18	SM		
B	25mm(minimum) thick to underside of slab, beams and columns internally &externally  <b><u>Ceiling finishes</u></b>  <b><u>Lining</u></b>	60	SM		
C	12mm thick celotex ceiling on brandering (m.s) and set in systematic V-join.	16	SM		
D	Extra over for trap doors size 600x 600mm  <b><u>Sawn cypress</u></b>	1	NO		
E	75x50mm brandering plugged	12	LM		
F	50x50mm brandering including eves	40	LM		
	<b>TOTAL CARRIED TO COLLECTION</b>				



ITEM	DESCRIPTION	QTY	UNIT	RATE	SHS
A	<b><u>Wrot Cypress</u></b> 12x100mm curved cornice plugged	12	LM		
B	<b><u>Painting</u></b> <b><u>Prime only back of frame with aluminium or other equal and approved primer before fixing as described to:</u></b> Timber, surface not exceeding 100mm girth	12	LM		
C	<b><u>Knot prime stop and prepare and apply one undercoat and two finishing coats gloss oil crown paints to:</u></b> General surfaces of wood not exceeding 100mm girth	12	LM		
D	<b><u>Paint and Decoration</u></b> <b><u>Prepare and apply one undercoat and three coats crown plastic emulsion paint or other approved to:</u></b> Plastered columns/beams internally & externally	60	LM		
E	<b><u>Prepare and apply three coats of crown or other approved paint to:</u></b> Celotex lining internally /eaves	16	SM		
	<b>TOTAL CARRIED TO COLLECTION</b>  Brought forward from page SL /10  Brought down from above				
	<b>TOTAL FOR ELEMENT NO. 05 FINISHES CARRIED TO SUMMARY</b>				

ITEM	DESCRIPTION	QTY	PAGE NO	SHS
	<b><u>SUMMARY</u></b>  <b><u>PROPOSED ELAVATED WATER TANK TOWER</u></b> <b><u>AT -MANDERA</u></b>  <b><u>ELEMENT</u></b>			
A	SUBSTRUCTURES		SL /4	
B	REINFORCE CONCRETE FRAME		SL /5	
C	ROOFING		SL /8	
D	DOORS/GRILLS		SL /9	
E	FINISHES		SL 11	
F	Provide a Provisional Sum Of Two Hundred Thousand For General Pipes Works To Landscaping And Beautification Area		SUM	
	<b>TOTAL CARRIED TO GRAND SUMMARY</b>			

SL/1

**BILLS OF QUANTITIES FOR THE PROPOSED 2NO. TWIN TOILETS**

ITEM	DESCRIPTION	QTY	UNIT	RATE	SHS.
	<b><u>2-DOOR PIT LATRAINE BLOCK</u></b>				
A.	Excavate pit not exceeding 1.5m deep	8	CM		
B.	Ditto 1.5 – 3.0m deep	5	CM		
C.	Ditto 3.0-4.5m deep	5	CM		
D.	Ditto 4.5 -6.0m deep	5	CM		
E.	Ditto 6.0-9.0m deep	10	CM		
F.	Spread on site excavated materials	33	CM		
G.	1:2:4 concrete in strip foundation	1	CM		
H.	150mm foundation walling	23	SM		
I.	100mm thick 1:2:4 concrete suspended lab				
J.	12m square twisted reinforced bar	10	SM		
K.	Sawn form work to soffit of concrete slab	113	KGS		
L.	Ditto to edges 75 -150mm high	18	SM		
M.	Form 250 x 100mm diameter hole	18	LM		
N.	Ditto 100mm	3	NO		
O.	150mm stone walling in gauged mortar	1	NO		
P.	1:2:4 concrete in lintel	65	SM		
Q.	12mm reinforcement bars	1	CM		
R.	8mm ditto	20	KGS		
S	Sawn formwork to sides and soffits of lintel	10	KGS		
		5	SM		

	<b>CARRIED TO COLLECTION</b>				
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**PL/01**

ITEM	DESCRIPTION	QTY	UNIT	RATE	SHS.
A.	100 x 50mm sawn cypress wall plate fixed with hoop iron straps	12	LM		
B.	100 x 50mm ditto rafters	16	LM		
C.	75 x 50mm purlins	24	LM		
D.	G.C.I gauge 30 roofing sheets	18	SM		
E.	200 x 50mm fascia board	18	LM		
F.	100 x 50 wrot door frame rebated	18	LM		
G.	45mm framed, ledged, braced &battened door 900 x 2100mm	2	NO		
H.	100mm pressed steel butt hinges	21	PRS		
I.	250mm long chromium plated pad bolt	3	NO		
J.	150mm long barrel bolt	3	NO		
K.	20mm cement and sand plaster to walling (Internal)	33	SM		
L.	20mm cement and sand rendering to walling (External)	21	SM		
M.	25mm cement/sand floor screed	5	SM		
N.	100mm diameter upvc vent pipe 3000mm long	1	NO		
O.	100mm pvc vent cowl.	1	NO		
P.	Paving slabs on compacted murram	12	SM		
	<b>CARRIED TO COLLECTION</b>				

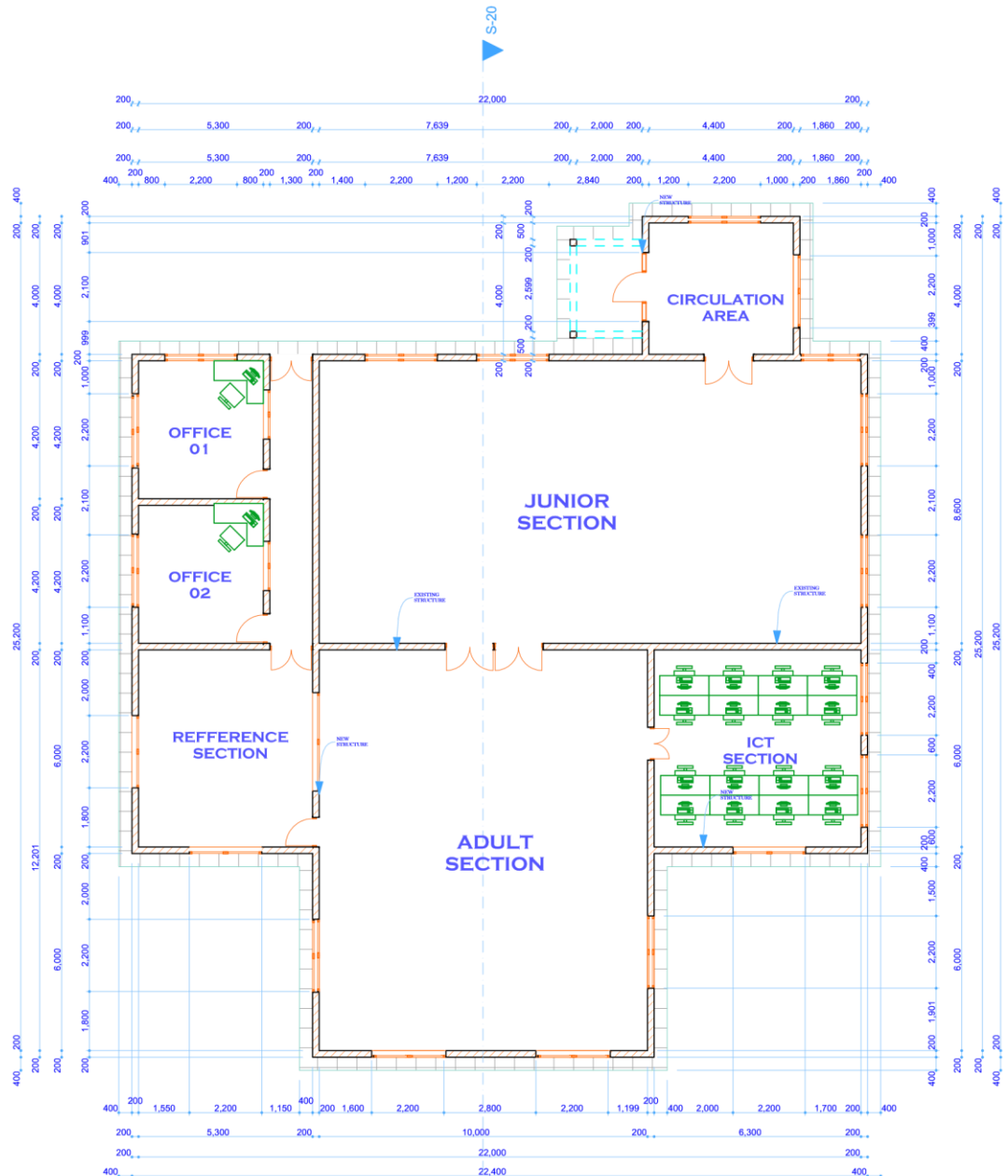
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**PL/02**

ITEM	DESCRIPTION	QTY	UNIT	RATE	SHS.
A.	250 x 100 x 100mm thick cement and sand footrest	6	NO		
B.	Prepare and apply three coats gloss paint on plastered walling internally	56	SM		
C.	Prepare and apply 2 coats emulsion paint on rendered walling externally	36	SM		
D.	Knot, prime and apply one undercoat and two-coat gloss paint on timber	13	SM		
E.	Ditto door frame 100-200mm girth	17	LM		
F.	Ditto fascia board 200-300mm girth	17	LM		
Total Carried to collection					
<b><u>Collection</u></b>					
From page PL/01					
From page PL/02					
From page PL/03					
<b>TOTAL OF 2NO. 2-DOOR TOILET BLOCK CARRIED TO GRAND SUMMARY</b>					

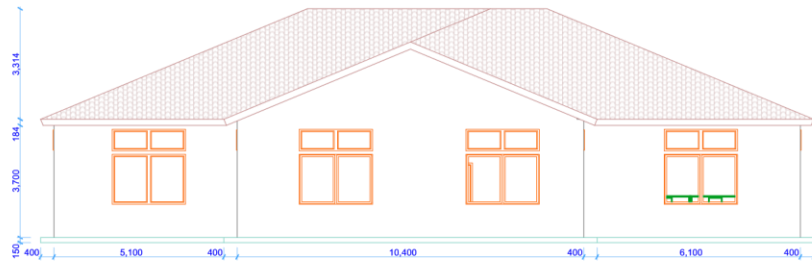






**GROUND FLOOR PLAN  
PROPOSED REDESIGNED  
MANDERA COMMUNITY LIBRARY**





BACK ELEVATION

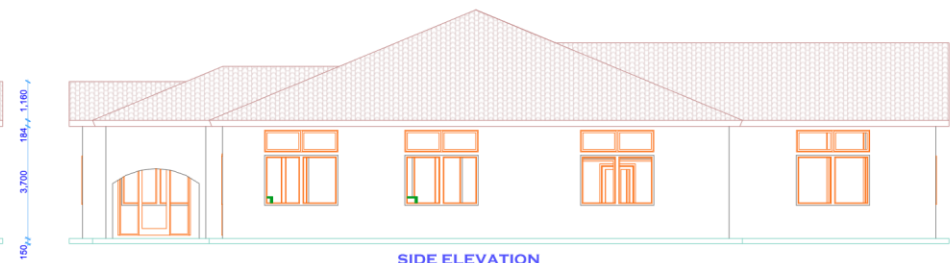


CROSS SECTION

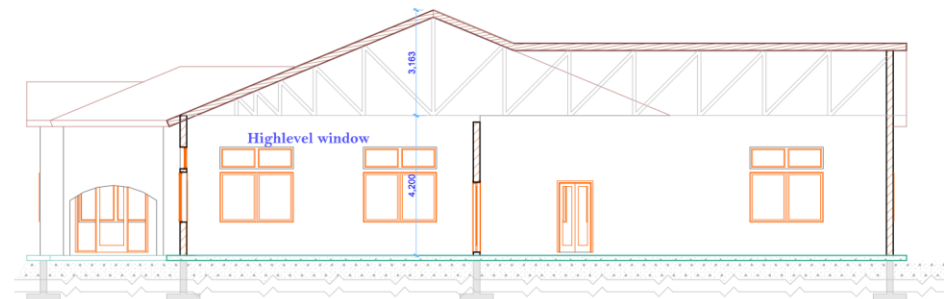
SIDE ELEVATION



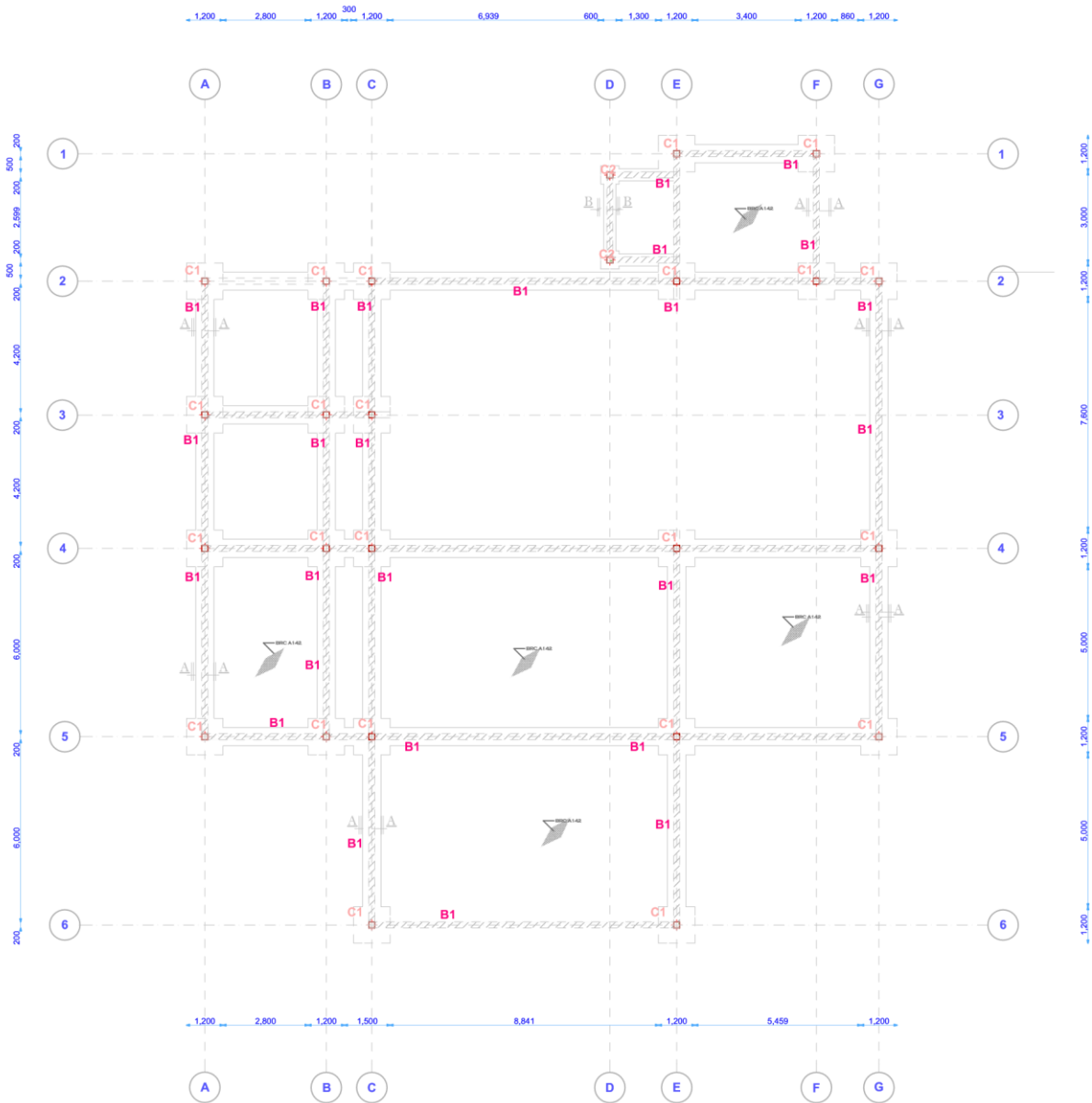
SIDE ELEVATION



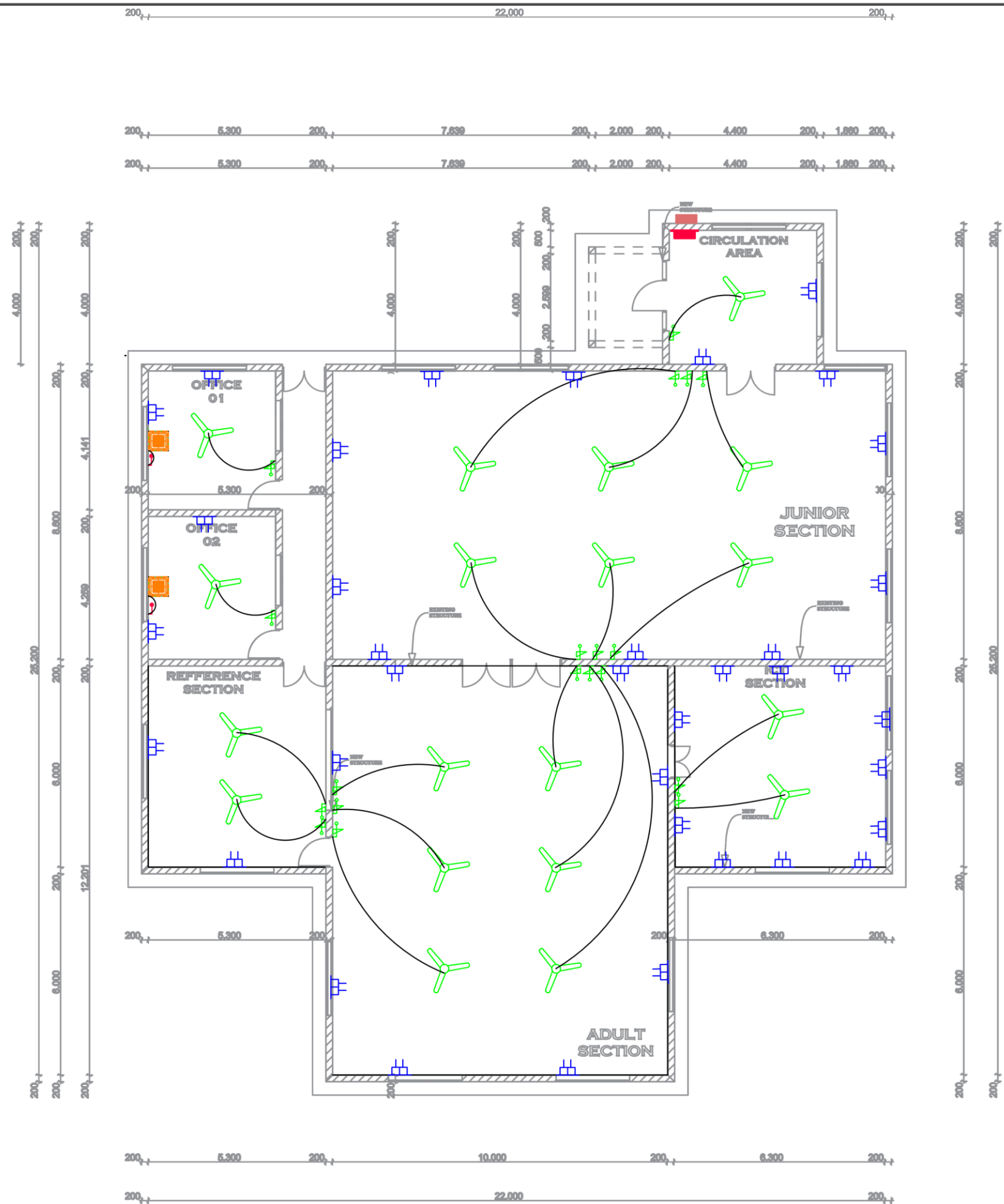
SIDE ELEVATION



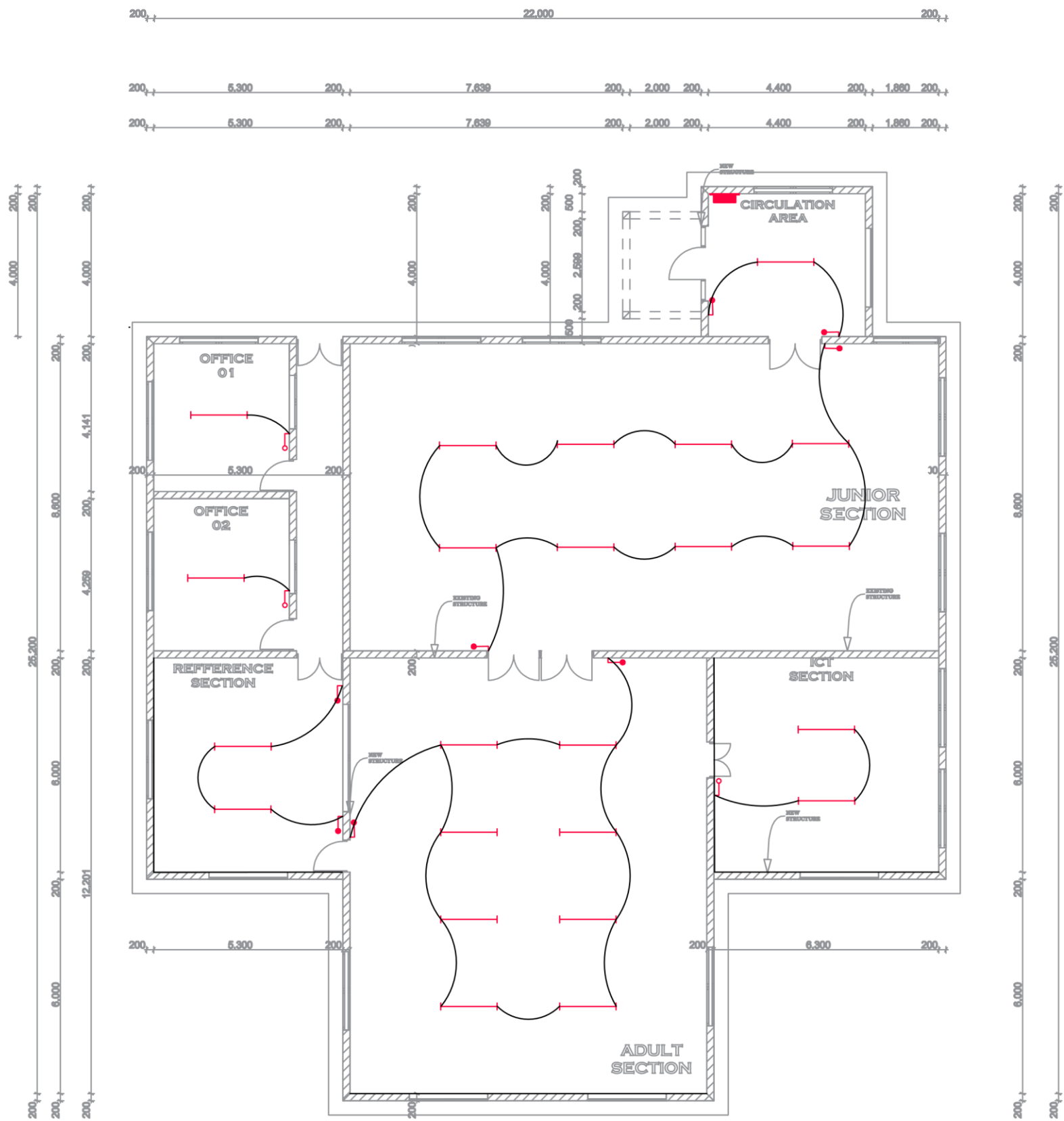
# ELEVATION & SECTION PROPOSED REDESIGNED MANDERA COMMUNITY LIBRARY



**FOUNDATION LAYOUT**  
**SCALE 1:25**



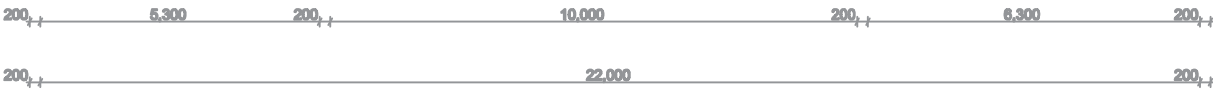
GROUND FLOOR PLAN  
PROPOSED MANDERA COMMUNITY LIBRARY

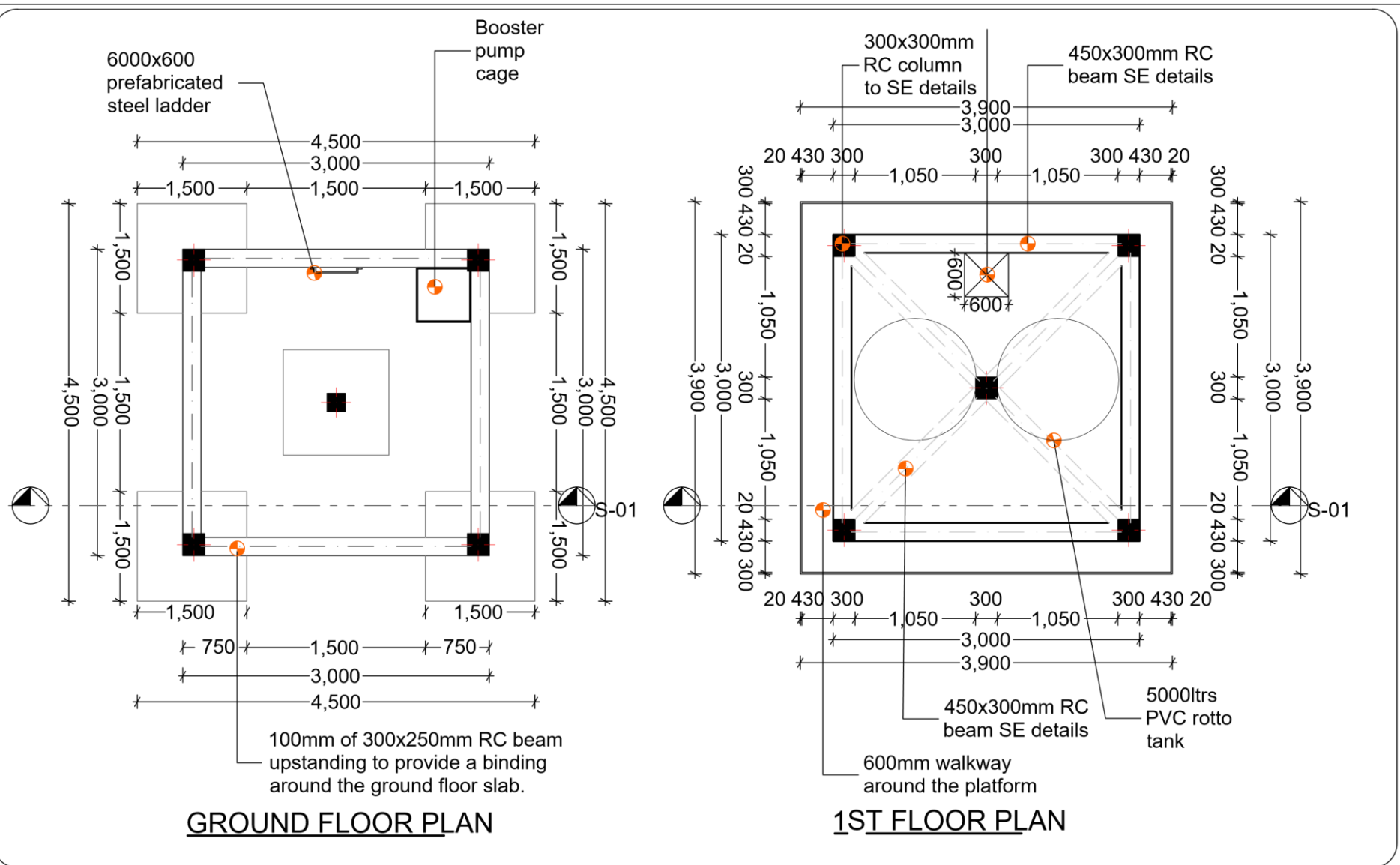


LEGEND

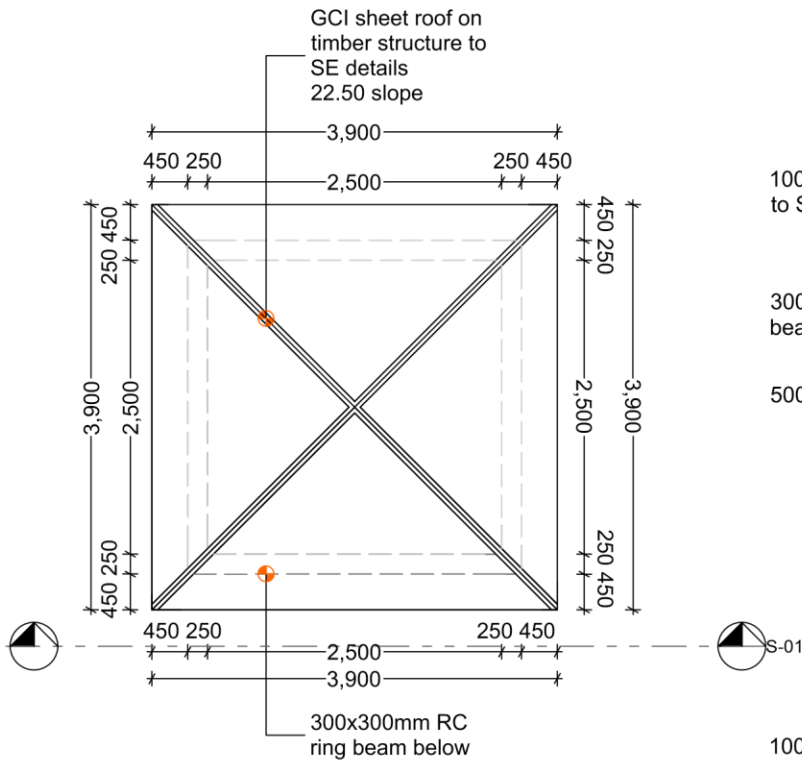
LIGHTING

- Distribution Board
- Single LED Fluorescent Light Fixture
- one gang one way
- one gang two way

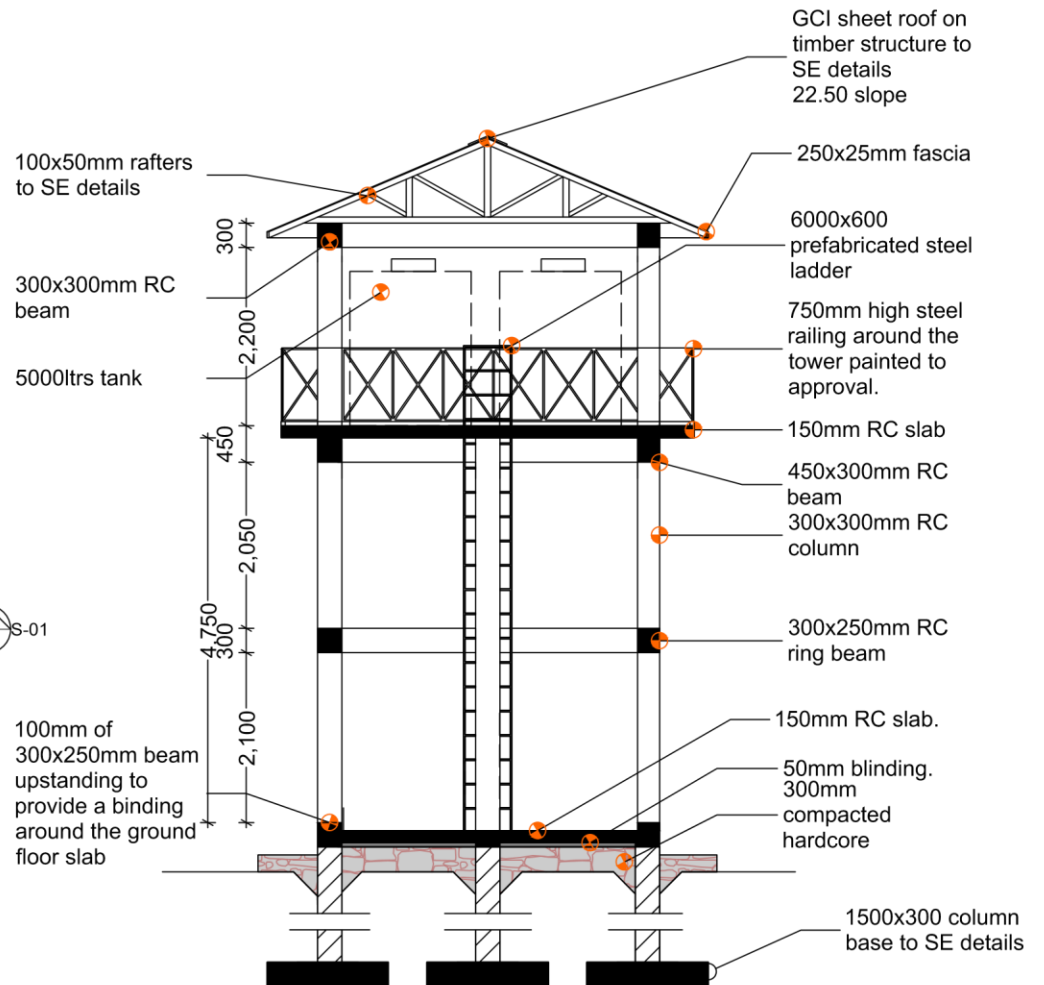




# PROPOSED REINFORCED CONCRETE ELEVATED WATER TOWER DEPARTMENT OF PUBLIC WORKS, MANDERA COUNTY



**ROOF PLAN**



**SECTIONAL ELEVATION S-01**

# **PROPOSED REINFORCED CONCRETE ELEVATED WATER TOWER DEPARTMENT OF PUBLIC WORKS, MANDERA COUNTY**



## Page 167 of 167