

TEACHERS SERVICE COMMISSION



PROPOSED PAINT WORKS AND WATER PROOFING AT TEACHERS SERVICE COMMISSION (TSC) HEADQUARTERS

Tender No.: TSC/T/09/2021-2022

RESERVED FOR YOUTH, WOMEN AND PWDS

Employer: THE TEACHERS SERVICE COMMISSION

CLOSING DATE: FRIDAY 15TH OCTOBER, 2021 AT 9.00 AM

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**TENDER DOCUMENTS FOR PROPOSED PAINT WORKS AND WATER PROOFING AT AT
THE TSC BUILDING HQ**

1) NAME AND CONTACT ADDRESSES OF PROCURING ENTITY

TEACHERS SERVICE COMMISSION

TSC HOUSE, KILIMANJARO AVENUE, UPPERHILL,

PRIVATE BAG-00100,

NAIROBI.

ddprocurement@tsc.go.ke

2) Invitation to Tender (ITT) No. TSC/T/09/2021-2022

**3) Tender Name PROPOSED PAINT WORKS AND WATER PROOFING AT THE TSC
BUILDING HQ**

INVITATION TO TENDER

PROCURING ENTITY: TEACHERS SERVICE COMMISSION

CONTRACT NAME AND DESCRIPTION:

PROPOSED PAINT WORKS AND WATER PROOFING AT THE TSC BUILDING HQ.

1. The **TEACHERS SERVICE COMMISSION** invites sealed tenders for the construction of the **PROPOSED PAINT WORKS AND WATER PROOFING AT THE TSC BUILDING HQ**
2. Tendering will be conducted under open competitive method (National) using a standardized tender document. Tendering is open to **AGPO GROUP ONLY (WOMEN, YOUTH AND PLWD)**.
3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours 0900 to 1600 hours at the address given below.
4. A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non-refundable fees of **Kshs. 1,000 (Kenya shillings One Thousand Only)** in cash or Banker's Cheque and payable to the Teachers Service Commission at National Bank of Kenya Account No. 01001000905000, Harambee Avenue Branch or Bankers Cheque and present the bank slip to TSC Cash office for official receipt thereafter, attach a copy of the receipt to the Tender Document. Tender documents may be obtained electronically from the Website(s) www.tsc.go.ke or <https://tenders.go.ke>. Tender documents obtained electronically will be free of charge.
5. Tenderers may obtain further information or clarification on the tender at the **Supply Chain Management Services Division**, Teachers Service Commission House, 2nd Floor, Podium Wing at the official working hours 0900 to 1600 HR.
6. Tender documents may be viewed and downloaded for free from the website: www.tsc.go.ke or <https://tenders.go.ke>. Tenderers who download the tender document must forward their particulars immediately to ddprocurement@tsc.go.ke. To facilitate any further clarification or addendum
7. Tenders shall be quoted be in Kenya Shillings and shall include all taxes. Tenders shall remain valid for **150 days** from the date of opening of tenders **Friday, 15th October, 2021 at 9.00 am**.
8. All Tenders must be accompanied by a fully filled and signed **Tender Securing Declaration Form**
9. The Tenderer shall chronologically serialize all pages of the tender documents submitted from page 1 to the last page.
10. Completed tender documents shall be enclosed in plain sealed envelopes, marked with the tender number and tender name be deposited in the Tender Box provided at the TSC House, Podium wing, Ground Floor, or be addressed and posted to The Secretary, Teachers Service Commission, P.O. Box Private Bag-00100, Nairobi to be received on or before **Friday, 15th October, 2021 at 9.00 am (EAT)**.
11. Electronic Tenders **shall not** be permitted.
12. Tenders will be opened immediately after the deadline on **Friday, 15th October, 2021 at 9.00 am (EAT)**. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
13. Late tenders shall be rejected and returned unopened. Tenderers who will come late will not be allowed to drop their bid documents but to return back with them.
14. There shall be **Mandatory** Pre-Bid Conference at the TSC Building on **Wednesday 6th October, 2021 at 10.00 am**
15. The addresses referred to above are:

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

TEACHERS SERVICE COMMISSION
TSC HOUSE, KILIMANJARO AVENUE, UPPERHILL,
2ND FLOOR SUPPLY CHAIN MANAGEMENT OFFICE
PRIVATE BAG-00100,
NAIROBI
ddprocurement@tsc.go.ke

B. Address for Submission of Tenders.

THE CHIEF EXECUTIVE OFFICER/COMMISSION SECRETARY
TEACHERS SERVICE COMMISSION
TSC HOUSE, KILIMANJARO AVENUE, UPPERHILL,
GROUND FLOOR – TSC BUILDING, PODIUM WING
PRIVATE BAG-00100,
NAIROBI.
ddprocurement@tsc.go.ke

C. Address for Opening of Tenders.

TEACHERS SERVICE COMMISSION
TSC HOUSE, KILIMANJARO AVENUE, UPPERHILL,
3RD FLOOR NUMBER – OPEN SPACE
NAIROBI.

Name: **OIMO LAWRENCE OGANGA**

Designation: **SENIOR DEPUTY DIRECTOR, SUPPLY CHAIN MANAGEMENT**

Signature:



Date: **28TH SEPTEMBER, 2021**

PART1: TENDERING PROCEDURES

SECTION I - INSTRUCTIONS TO TENDERERS

GENERAL PROVISIONS

10 Scope of tender

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

12 Throughout this tendering document:

- a) The term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the TDS, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;
- b) if the context so requires, “singular” means “plural” and vice versa;
- c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Procuring Entity. It excludes official public holidays.

20 Fraud and corruption

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

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

23 Tenderers shall permit and shall cause their agents (whether declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Entity to inspect all accounts, records and other documents relating to any initial selection process, pre-qualification process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Entity.

24 Unfair Competitive Advantage - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **Data Sheet** and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.

30 Eligible tenderers

31 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 3.8, or an individual or any combination of such entities in the form of a joint venture (JV) under an existing agreement with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the **TDS**.

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

33 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;
 - b) Receives or has received any direct or indirect subsidy from another tenderer;
 - c) Has the same legal representative as another tenderer;
 - d) Has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process;
 - e) Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods or works that are the subject of the tender;
 - f) Any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as a consultant for Contract implementation;
 - g) Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the contract specified in this Tender Document;
 - h) Has a close business or personal relationship with senior management or professional staff of the Procuring Entity who has the ability to influence the bidding process and:
 - i) Are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract; or
 - ii) May be involved in the implementation or supervision of such Contract unless the conflicts stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.
- 34** A tenderer shall not be involved in corrupt, coercive, obstructive or fraudulent practice. A tenderer that is proven to have been involved in any of these practices shall be automatically disqualified
- 35** A Tenderer (either individually or as a JV member) shall not participate in more than one Tender, except for permitted alternative tenders. This includes participation as a subcontractor in other Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved. Members of a joint venture may not also make an individual tender, be a sub-contractor in a separate tender or be part of another joint venture for the purposes of the same Tender. A firm that is not a tenderer or a JV member may participate as a subcontractor in more than one tender.
- 36** A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT3.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.
- 37** A Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPRA www.ppra.go.ke.
- 38** A Tenderer that is a state-owned enterprise or a public institution in Kenya may be eligible to tender and be awarded Contract(s) only if it is determined by the Procuring Entity to meet the following conditions, i.e. if it is:
- i) A legal public entity of Government and/or public administration,
 - ii) financially autonomous and not receiving any significant subsidies or budget support from any public entity or Government, and;
 - (iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with firms in the private sector on an equal basis.
- 39** Firms and individuals shall be ineligible if their countries of origin are:
- (a) As a matter of law or official regulations, Kenya prohibits commercial relations with that country;
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

A tenderer shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

- 3.10** Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, local sub-contracts and labor) from citizen suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided for this purpose in “*SECTION II - EVALUATION AND QUALIFICATION CRITERIA, Item 9*”.
- 3.11** Pursuant to the eligibility requirements of ITT 3.10, a tender is considered a foreign tenderer, If it is registered in Kenya and has less than 51 percent ownership by nationals of Kenya and if it does not subcontract to foreign firms or individuals more than 10 percent of the contract price, excluding provisional sums. JVs are considered as foreign tenderers if the individual member firms registered in Kenya have less 51 percent ownership by nationals of Kenya. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding provisional sums.
- 3.12** The National Construction Authority Act of Kenya requires that all local and foreign contractors be registered with the National Construction Authority and be issued with a Registration Certificate before they can undertake any construction works in Kenya. Registration shall not be a condition for tender, but it shall be a condition of contract award and signature. A selected tenderer shall be given opportunity to register before such award and signature of contract. Application for registration with National Construction Authority may be accessed from the website www.nca.go.ke.
- 3.13** The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke.
- 4.14 A Kenyan tenderer shall be eligible to tender if it provides evidence of having fulfilled his/her tax obligations by producing valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.
- 40 Eligible goods, equipment, and services**
- 41** Goods, equipment and services to be supplied under the Contract may have their origin in any country that is not ineligible under ITT 3.9. At the Procuring Entity's request, Tenderers may be required to provide evidence of the origin of Goods, equipment and services.
- 42** 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.
- 50 Tenderer's responsibilities**
- 51** The tenderer shall bear all costs associated with the preparation and submission of his/her tender, and the Procuring Entity will in no case be responsible or liable for those costs.
- 52** The tenderer, at the tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the Site of the Works and its surroundings and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be the tenderer's own expense.
- 53** The Tenderer and any of its personnel or agents will be granted permission by the Procuring Entity to enter upon its premises and lands for the purpose of such visit. The Tenderer shall indemnify the Procuring Entity against liability arising from death or personal injury, loss of or damage to property, and any other losses and expenses incurred as a result of the examination and inspection.

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

B. CONTENTS OF TENDER DOCUMENTS

60 Sections of Tender Document

- 61 The tender document consists of Parts 1, 2, and 3, which includes all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITT 10.

PART 1: Tendering Procedures

Section I – Instructions to Tenderers

Section II – Tender Data Sheet (TDS)

Section III- Evaluation and Qualification

Criteria Section IV – Tendering Forms

PART 2: Works' Requirements

Section V - Specifications

Section VI - Drawings

PART 3: Conditions of Contract and Contract Forms

Section VI - General Conditions (GCC)

Section VIII - Special Conditions of Contract

Section IX- Contract Forms

- 62 The Invitation to Tender Notice issued by the Procuring Entity is not part of the Contract documents. Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the Tender document, responses to requests for clarification, the minutes of a pre-arranged site visit and those of the pre-Tender meeting (if any), or Addenda to the Tender document in accordance with ITT 10. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.
- 63 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.
- 70 Clarification of Tender Document, Site Visit, Pre-tender Meeting**
- 71 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the **TDS** or raise its enquiries during the pre-Tender meeting if provided for in accordance with ITT 7.2. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender documents in accordance with ITT 7.4, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents following the procedure under ITT 8 and ITT 22.2.
- 72 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the site(s) of the required contracts and obtain all information that may be necessary for preparing a tender. The costs of visiting the Site shall be at the Tenderer's own expense. The Procuring Entity shall specify in the **TDS** if a pre-arranged Site visit and or a pre-tender meeting will be held, when and where. The Tenderer's designated representative is invited to attend a pre-arranged site visit and a pre-tender meeting, as the case may be. The purpose of the site visit and the pre-tender meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 73 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.
- 74 Minutes of a pre-arranged site visit and those of the pre-tender meeting, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents. Minutes shall not

identify the source of the questions asked.

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

80 **Amendment of Tender Documents**

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

82 Any addendum issued shall be part of the Tender Documents and shall be communicated in writing to all who have obtained the Tender Documents from the Procuring Entity. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's website in accordance with ITT 7.5.

83 To give Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity should extend the deadline for the submission of Tenders, pursuant to ITT 22.2.

C. **PREPARATION OF TENDERS**

9. **Cost of Tendering**

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

10.0 **Language of Tender**

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

11.0 **Documents Comprising the Tender**

11.1 The Tender shall comprise the following:

- a) Form of Tender prepared in accordance with ITT 12;
- b) Schedules including priced Bill of Quantities, completed in accordance with ITT 12 and ITT 14;
- c) Tender Security or Tender-Securing Declaration, in accordance with ITT 19.1;
- d) Alternative Tender, if permissible, in accordance with ITT 13;
- e) **Authorization**: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 20.3;
- f) **Qualifications**: documentary evidence in accordance with ITT 17 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
- g) **Conformity**: a technical proposal in accordance with ITT 16;
- h) Any other document required in the **TDS**.

11.2 In addition to the requirements under ITT 11.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed JV Agreement. Change of membership and conditions of the JV prior to contract signature will render the tender liable for disqualification.

12.0 Form of Tender and Schedules

- 12.1** The Form of Tender and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed with out any alterations to the text, and no substitutes shall be accepted except as provided under ITT 20.3. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
- 12.2** The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

13. Alternative Tenders

- 13.1** Unless otherwise specified in the TDS, alternative Tenders shall not be considered.
- 13.2** When alternative times for completion are explicitly invited, a statement to that effect will be included in the **TDS**, and the method of evaluating different alternative times for completion will be described in Section III, Evaluation and Qualification Criteria.
- 13.3** Except as provided under ITT 13.4 below, Tenderers wishing to offer technical alternatives to the requirements of the Tender Documents must first price the Procuring Entity's design as described in the Tender Documents and shall further provide all information necessary for a complete evaluation of the alternative by the Procuring Entity, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Tenderer with the Winning Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.
- 13.4** When specified in the **TDS**, Tenderers are permitted to submit alternative technical solutions for specified parts of the Works, and such parts will be identified in the **TDS**, as will the method for their evaluating, and described in Section VI, Works' Requirements.

14.0 Tender Prices and Discounts

- 14.1** The prices and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Bill of Quantities shall conform to the requirements specified below.
- 14.2** The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Tenderer shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Procuring Entity. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Tender, and provided that the Tender is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive Tenderers will be added to the Tender price and the equivalent total cost of the Tender so determined will be used for price comparison.
- 14.3** The price to be quoted in the Form of Tender, in accordance with ITT 12.1, shall be the total price of the Tender, including any discounts offered.
- 14.4** The Tenderer shall quote any discounts and the methodology for their application in the Form of Tender, in accordance with ITT 12.1.
- 14.5** It will be specified in the **TDS** if the rates and prices quoted by the Tenderer are or are not subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, except in cases where the contract is subject to fluctuations and adjustments, not fixed price. In such a case, the Tenderer shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Procuring Entity may require the Tenderer to justify its proposed indices and weightings.
- 14.6** Where tenders are being invited for individual lots (contracts) or for any combination of lots (packages), tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 14.4, provided the Tenders for all lots (contracts) are opened at the same time.

147 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.

150 Currencies of Tender and Payment

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

152 Tenderers shall quote entirely in Kenya Shillings. The unit rates and the prices shall be quoted by the Tenderer in the Bill of Quantities, entirely in Kenya shillings.

a) A Tenderer expecting to incur expenditures in other currencies for inputs to the Works supplied from outside Kenya (referred to as “the foreign currency requirements”) shall (if so allowed in the **TDS**) indicate in the Appendix to Tender the percentage(s) of the Tender Price (excluding Provisional Sums), needed by the Tenderer for the payment of such foreign currency requirements, limited to no more than two foreign currencies.

b) The rates of exchange to be used by the Tenderer in arriving at the local currency equivalent and the percentage(s) mentioned in (a) above shall be specified by the Tenderer in the Appendix to Tender and shall be based on the exchange rate provided by the Central Bank of Kenya on the date 30 days prior to the actual date of tender opening. Such exchange rate shall apply for all foreign payments under the Contract.

153 Tenderers may be required by the Procuring Entity to justify, to the Procuring Entity's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data in the Appendix to Tender are reasonable, in which case a detailed break down of the foreign currency requirements shall be provided by Tenderers.

16.0 Documents Comprising the Technical Proposal

The Tenderer shall furnish a technical proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Tender Forms, insufficient detail to demonstrate the adequacy of the Tenderer's proposal to meet the work's requirements and the completion time.

170 Documents Establishing the Eligibility and Qualifications of the Tenderer

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

172 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.

173 If a margin of preference applies as specified in accordance with ITT 33.1, national tenderers, individually or in joint ventures, applying for eligibility for national preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITT 33.1.

174 Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractors qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement process or contract management.

175 The purpose of the information described in **ITT 17.4** above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.

176 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT 6.4. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.

177 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate

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

- 178** If a tenderer fails to submit the information required by these requirements, its tender will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.
- 179** If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:
- i) If the procurement process is still ongoing, the tenderer will be disqualified from the procurement process,
 - ii) if the contract has been awarded to that tenderer, the contract award will be set aside pending the outcome of (iii),
 - iii) the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other person have committed any criminal offence.
- 1710** 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 of ITT 17.8 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error which was not attributable to the intentional act, negligence or recklessness of the tenderer.

18.0 Period of Validity of Tenders

- 18.1.** Tenders shall remain valid for the Tender Validity period specified in the **TDS**. The Tender Validity period starts from the date fixed for the Tender submission deadline (as prescribed by the Procuring Entity in accordance with ITT 22). A tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 18.2** In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 19, it shall also be extended for thirty (30) days beyond the deadline of the extended validity period. A Tenderer may refuse the request without forfeiting its Tender security. A Tenderer granting the request shall not be required or permitted to modify its Tender.

190 Tender Security

- 191** 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.
- 192** If a Tender Security is specified pursuant to ITT 19.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer's option:
- i) cash;
 - ii) a bank guarantee;
 - iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority;
 - (iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya, from a reputable source, and an eligible country.
- 193** If an unconditional bank guarantee is issued by a bank located outside Kenya, the issuing bank shall have a correspondent bank located in Kenya to make it enforceable. The Tender Security shall be valid for thirty (30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 18.2.
- 194** If a Tender Security or Tender-Securing Declaration is specified pursuant to ITT 19.1, any Tender not accompanied by a substantially responsive Tender Security or Tender-Securing Declaration shall be rejected by the Procuring Entity as non-responsive.
- 195** If a Tender Security is specified pursuant to ITT 19.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the Contract and furnishing the Performance Security and any other documents required in the **TDS**. The Procuring Entity shall also promptly

return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.

196 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.

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

- a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender, or any extension there to provide by the Tenderer; or
- b) if the successful Tenderer fails to:
 - i) sign the Contract in accordance with ITT47; or
 - ii) furnish a Performance Security and if required in the TDS, and any other documents required in the TDS.

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

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

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

200 Format and Signing of Tender

201 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and clearly mark it "ORIGINAL." Alternative Tenders, if permitted in accordance with ITT 13, shall be clearly marked "ALTERNATIVE." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the TDS and clearly mark them "COPY." In the event of any discrepancy between the origin and the copies, the original shall prevail.

202 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.

203 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.

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

205 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

210 Sealing and Marking of Tenders

211 The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:

- a) in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as described in ITT 11; and
- b) in an envelope or package or container marked "COPIES", all required copies of the Tender; and
- c) if alternative Tenders are permitted in accordance with ITT 13, and if relevant:

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

The inner envelopes or packages or containers shall:

- a) bear the name and address of the Procuring Entity,
- b) bear the name and address of the Tenderer; and
- c) bear the name and Reference number of the Tender.

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

220 Deadline for Submission of Tenders

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

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

23.0 Late Tenders

The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of tenders, in accordance with ITT 22. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

240 Withdrawal, Substitution, and Modification of Tenders

241 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITT 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- a) prepared and submitted in accordance with ITT 20 and ITT 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
- b) received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 22.

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

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

25. Tender Opening

251 Except in the cases specified in ITT 23 and ITT 24.2, the Procuring Entity shall publicly open and read out all Tenders received by the deadline, at the date, time and place specified **in the TDS**, in the presence of Tenderers' designated representatives who chooses to attend. Any specific electronic Tender opening procedures required if electronic Tendering is permitted in accordance with ITT 22.1, shall be as specified in the **TDS**.

252 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.

253 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.

254 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.

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

256 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and pages of the Bill of Quantities (to be decided on by the tender opening committee) are to be initialed by the members of the tender opening committee attending the opening.

257 At the Tender Opening, the Procuring Entity’s shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 23.1).

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

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

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

E. EVALUATION AND COMPARISON OF TENDERS

26. Confidentiality

261 Information relating to the evaluation of Tenders and recommendation of contract award shall not be disclosed to Tenderers or any other persons not officially concerned with the Tender process until information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 43.

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

263 Notwithstanding ITT 26.2, from the time of tender opening to the time of contract award, if a tenderer wishes to contact the Procuring Entity on any matter related to the tendering process, it shall do so in writing.

27.0 Clarification of Tenders

271 To assist in the examination, evaluation, and comparison of the tenders, and qualification of the tenderers, the Procuring Entity may, at its discretion, ask any tenderer for a clarification of its tender, given a reasonable time for a response. Any clarification submitted by a tenderer that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the tenders, in accordance with ITT 31.

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

28.0 Deviations, Reservations, and Omissions

281 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.

290 Determination of Responsiveness

- 291** The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the tender itself, as defined in ITT 11.
- 292** 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;
 - b) limit in any substantial way, inconsistent with the tender document, the Procuring Entity's rights or the tenderer's obligations under the proposed contract;
 - c) if rectified, would unfairly affect the competitive position of other tenderers presenting substantially responsive tenders.
- 293** The Procuring Entity shall examine the technical aspects of the tender submitted in accordance with ITT 16, to confirm that all requirements of Section VI, Works' Requirements have been met without any material deviation, reservation or omission.
- 294** If a tender is not substantially responsive to the requirements of the tender document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

300 Non-material Non-conformities

- 301** Provided that a tender is substantially responsive, the Procuring Entity may waive any non-conformities in the tender.
- 302** Provided that a Tender is substantially responsive, the Procuring Entity may request that the tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities in the tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the tender. Failure of the tenderer to comply with the request may result in the rejection of its tender.
- 303** Provided that a tender is substantially responsive, the Procuring Entity shall rectify quantifiable non-material non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the TDS.**

310 Arithmetical Errors

- 311** 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.
- 312** Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis: -
- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
 - b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, 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
- 313** Tenderers shall be notified of any error detected in their bid during the notification of award.

32.0 Conversion to Single Currency

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

330 Margin of Preference and Reservations

331 A margin of preference may be allowed only when the contract is open to international competitive tendering where foreign contractors are expected to participate in the tendering process and where the contract exceeds the value/threshold specified in the Regulations.

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

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

334 Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses or firms belonging to the specified group are eligible to tender. No tender shall be reserved to more than one group. If not so stated in the Invitation to Tender and in the Tender documents, the invitation to tender will be open to all interested tenderers.

340 Nominated Subcontractors

341 Unless otherwise stated in the **TDS**, the Procuring Entity does not intend to execute any specific elements of the Works by subcontractors selected/nominated by the Procuring Entity. In case the Procuring Entity nominates a subcontractor, the subcontract agreement shall be signed by the Subcontractor and the Procuring Entity. The main contract shall specify the working arrangements between the main contractor and the nominated subcontractor.

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

343 Domestic subcontractor's qualifications shall not be used by the Tenderer to qualify for the Works unless their specialized parts of the Works were previously designated so by the Procuring Entity in the **TDS** a scan be met by subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the qualifications of the Specialized Subcontractors proposed by the Tenderer may be added to the qualifications of the Tenderer.

35. Evaluation of Tenders

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

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

- a) Price adjustment in accordance with ITT 31.1 (iii); excluding provisional sums and contingencies, if any, but including Daywork items, where priced competitively;
- b) price adjustment due to discounts offered in accordance with ITT 14.4;
- c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 32;
- d) price adjustment due to quantifiable non-material, non-conformities in accordance with ITT 30.3; and
- e) any additional evaluation factors specified in the **TDS** and Section III, Evaluation and Qualification Criteria.

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

35.4 Where the tender involves multiple lots or contracts, the tenderer will be allowed to tender for one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT 35.2. The methodology to determine the lowest evaluated tenderer or tenderers base done lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.

36.0 Comparison of tenders

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

37.0 Abnormally low tenders and abnormally high tenders

Abnormally Low Tenders

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

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

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

Abnormally high tenders

37.4 An abnormally high tender price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

37.5 In case of a normally high price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:

- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
- ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.

37.6 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

38.0 Unbalanced and/ or front-loaded tenders

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

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

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

390 Qualifications of the tenderer

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

392 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 17. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Sub-contractors if permitted in the Tender document), or any other firm(s) different from the Tenderer.

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

400 Lowest evaluated tender

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

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

41.0 Procuring entity's right to accept any tender, and to reject any or all tenders.

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

F. AWARD OF CONTRACT

42.0 Award criteria

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

430 Notice of Intention to Enter into a Contract/Notification of Award

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

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

440 Stand still Period

441 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.

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

450 Debriefing by The Procuring Entity

- 451** On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 43, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.
- 452** Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

46.0 Letter of Award

Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 42.1, upon addressing a complaint that has been filed with in the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

47.0 Signing of Contract

- 471** Upon the expiry of the fourteen days of the Notification of Intention to enter in to contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.
- 472** Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.
- 473** The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.

48.0 Performance Security

- 481** Within twenty-one (21) days of the receipt of the Letter of Award from the Procuring Entity, the successful Tenderer shall furnish the Performance Security and, any other documents required in the **TDS**, in accordance with the General Conditions of Contract, subject to ITT 38.2 (b), using the Performance Security and other Forms included in Section IX, Contract Forms, or another form acceptable to the Procuring Entity. A foreign institution providing a bank guarantee shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent bank is not required.
- 482** Failure of the successful Tenderer to submit the above-mentioned Performance Security and other documents required in the **TDS** or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.
- 483** Performance security shall not be required for contracts estimated to cost less than the amount specified in the Regulations.

49.0 Publication of Procurement Contract

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

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

50.0 Procurement related Complaints and Administrative Review

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

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

Section II - Tender Data Sheet (TDS)

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

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
A. General	
ITT 1.1	The name of the contract is: PROPOSED PAINT WORKS AND WATER PROOFING AT THE TSC BUILDING HQ The reference number of the Contract is: TSC/T/09/2021-2022
ITT 2.4	The Information made available on competing firms is as follows: Not Applicable
ITT 2.4	The firms that provided consulting services for the contract being tendered for are: <u>PROJECT MANAGERS/ARCHITECTS</u> MINISTRY OF HOUSING, WORKS AND TRANSPORT STATE DEPARTMENT OF PUBLIC WORKS
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be: Two (2).
B. Contents of Tender Document	

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 7.1	<p>(i) The Tenderer will submit any request for clarifications in writing to;</p> <p style="text-align: center;">Deputy Director, Supply Chain Management Services - SCMS</p> <p style="text-align: center;">ddprocurement@tsc.go.ke</p> <p style="text-align: center;">TEACHERS SERVICE COMMISSION TSC HOUSE, KILIMANJARO AVENUE, UPPERHILL, PRIVATE BAG-00100, NAIROBI.</p> <p>to reach the Procuring Entity not later than 7 Days before closing of bids</p> <p>(ii) The Procuring Entity shall publish its response at the website www.tsc.go.ke</p>
ITT 7.2	<p>(A) A Mandatory pre-arranged pretender site visit shall take place on Wednesday, 6th October, 2021 at 10.00 am.</p> <p>(B) Pre-Tender meeting shall take place at TSC Building HQ</p>
ITT 7.3	<p>A pre-arranged pretender site visit shall take place at the following date, time and place: Date: 6th October, 2021 Time: 10.00am Place: TSC Building</p> <p>Pre-Tender meeting shall take place at the following date, time and place: Date: 6th October, 2021 Time: 10.00am Place: TSC Building</p>
ITT 1.0	<p>Scope of tender</p> <p>The Teachers Service Commission invites tenders for: PROPOSED PAINT WORKS AND WATER PROOFING AT THE TSC BUILDING HQ.</p> <p>1.2 Throughout this tendering document:</p> <p>a) The term “in writing” means communicated in written form (e-mail, including postal Mails dispatched through Postal Corporation, distributed or received through the electronic- or hand delivery) with proof of receipt;</p> <p>b) if the context so requires, “singular” means “plural” and vice versa;</p> <p>c) “Day” means calendar day; The procurement proceeding of this procurement subject shall be based on calendar days only. “Business Day” shall not be applicable unless expressly indicated.</p>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 2.0	<p>Fraud and corruption</p> <p>The Teachers Service Commission shall require 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 or a firm shall include a declaration that the person/s shall not engage in any corrupt or fraudulent practice and a declaration that the person/s or his or her sub-contractors are not debarred from participating in public procurement proceedings.</p> <p>2 The Teachers Service Commission 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.</p> <p>3 Tenderers shall permit and shall cause their agents (whether declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Teachers Service Commission to inspect all accounts, records and other documents relating to any initial selection process, tender submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the TSC.</p> <p>4 Unfair Competitive Advantage - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Teachers Service Commission shall not indicate or 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.</p>
ITT 3.0	<p>Eligible tenderers</p> <p>In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender.</p> <p>The maximum number of JV members shall be a minimum of two firms or a maximum of five people/firms.</p> <p>2 The teachers Service Commission Board Members, Staff, their Spouses, Children, 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.</p> <p>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:</p>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 5.0	<p>Tenderer's responsibilities</p> <p>1 The tenderer shall bear all costs associated with the preparation and submission of his/her tender, and the Teachers Service Commission shall in no case be responsible or liable for those costs.</p> <p>2 Tenderer, at own responsibility and risk, is encouraged to attend the mandatory visit, to examine and inspect the Site of the Works (at TSC Building HQ) 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. <i>The costs of visiting the Site and attending the pre-bid conference shall be at the tenderer's own expense.</i></p> <p>3 The Tenderer and any of its personnel or agents will be granted permission by the Teachers Service Commission to enter upon its premises and lands for the purpose of such visit. The Tenderer shall indemnify the TSC against all liability arising from death or personal injury, loss of or damage to property, and any other losses and expenses incurred as a result of the examination and inspection.</p> <p>A mandatory Pre-Tender meeting shall take place on WEDNESDAY 6TH OCTOBER, 2021 at 10.00 am</p>
ITT 6.2	<p>2 The Invitation to Tender Notice issued by the Teachers Service Commission shall not be part of the Contract documents unless obtained directly from the Commission. TSC shall not be responsible for the completeness of the Tender document, responses to requests for clarification, the minutes of a pre-arranged site visit and those of the pre-Tender meeting (if any), or Addenda to the Tender document in accordance with ITT 10. In case of any contradiction, documents obtained directly from the Commission, shall or downloaded from the TSC Website or Tender's Portal shall prevail.</p> <p>3 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document and shall furnish with its Tender all information and documentation as required by the Tender document.</p>
ITT 7.0	<p>Clarification of Tender Document, Site Visit, Pre-tender Meeting</p> <p>7.1 A Tenderer requesting any clarification of the Tender Document shall contact the Teachers Service Commission in writing at the email address: <i>ddprocurement@tsc.go.ke</i> or raise its enquiries during the pre-Tender site meeting in accordance with ITT 7.2. The TSC will respond in writing to any request for clarification within three (3) business days, provided that such request is received no later than seven (7) days prior to the deadline for submission of tenders. The TSC shall forward copies of its response to all tenderers who have acquired the Tender documents including a description of the inquiry but without identifying its source. The TSC shall promptly publish its response at the Commission's Website. Should the clarification result in changes to the essential elements of the Tender Documents, the Commission shall amend the Tender Documents and upload an addendum in its website and in the print media if the amendment has been issued within less than seven (7) days. This may result in extension of the opening date by additional seven (7) days.</p> <p style="text-align: center;">TEACHERS SERVICE COMMISSION TSC HOUSE, KILIMANJARO AVENUE, UPPERHILL, 2ND FLOOR SCMS – PODIUM WING PRIVATE BAG-00100, NAIROBI.</p>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p style="text-align: center;">OFFICER NAME: SUPPLY CHAIN MANAGEMENT</p> <p style="text-align: center;">TELEPHONE NUMBER: 0202812301/0208079033</p> <p style="text-align: center;">ddprocurement@tsc.go.ke</p>
ITT 8.0	<p>Amendment of Tender Documents</p> <p>8.1 At any time prior to the deadline for submission of Tenders, Friday 15th October, 2021 at 9.00 am the Teachers Service Commission may amend the Tender Documents by issuing addenda.</p> <p>2 Any addendum issued shall be part of the Tender Documents and shall be communicated in writing to all who have obtained the Tender Documents from the Commission. The Commission shall also promptly publish the addendum on its website www.tsc.go.ke, and www.tenders.go.ke. The notice of the addendum shall be published in one of the print media with wide circulation in Kenya.</p> <p>3 To give Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Teachers Service Commission shall extend the dead line for the submission of Tenders, for a maximum of seven (7) days from the earlier communicated date of tender opening Friday 15th October, 2021 at 9.00 am.</p>
ITT 7.5	The Tenderer will submit any questions in writing, to reach the Commission not later than 24 hours before the site visit/pre-bid conference meeting.
ITT 9.1	<p>Cost of Tendering</p> <p>The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Teachers Service Commission shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.</p>
C. Preparation of Tenders	
ITT 11.1 (h)	<p>The Tenderer shall submit the following additional documents in its Tender:</p> <ul style="list-style-type: none"> a) Form of Tender prepared in accordance with ITT 12; b) Schedules including priced Bill of Quantities, completed in accordance with ITT 12 and ITT14; c) Tender Security or Tender-Securing Declaration, in accordance with ITT 19.1; d) Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 20.3; e) Qualifications: documentary evidence in accordance with ITT 17 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted; f) Conformity: a technical proposal in accordance with ITT 16; g) Tenderers shall also submit additional documents as part of the tender document; <ul style="list-style-type: none"> 1. Registration certificate from National Construction Authority, Category 7 and above in Building works (General Building Contractor). 2. Certified Copy of Valid NCA Practicing License <p style="text-align: center;">Domestic Sub-contractors – NOT APPLICABLE</p>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>In addition, the Main Contractors, both single entity or joint venture, MUST provide the following;</p> <ol style="list-style-type: none"> 4. A Copy of Company Registration Certificates. (Be a registered company incorporated in Kenya under the Companies Act CAP 486). 5. A copy of Valid Tax Compliance Certificate, including a copy of the company's Pin No. 6. Current Business License from county government. 7. Provide letter of Authority to seek references from tenderer's key referenced clients provided in the tender document. 8. Evidence of physical location of office by providing certified copies of premises ownership / lease, and utility bills. (For Main Contractor and Domestic Sub Contractors) 9. A copy of the company list of directors, beneficial owners, name of proprietor or names of partners (Copy of CR12) issued within the last six months showing the list of directors. 10. Bidders are required to fill in the Technical Schedule as specified in the tender document for paints indicating the Company Brand of paints to be used. The Bidders are also required to submit relevant technical brochures/catalogues with the tender document, highlighting the catalogue numbers of the proposed paints. Such brochures/catalogues are to indicate comprehensive relevant data of the proposed paints which should include but not limited to the following: <ul style="list-style-type: none"> (a) Standards of manufacture; (b) Performance ratings/characteristics; (c) Material of manufacture; (d) Any other necessary requirements
ITT 12.0	<p>Form of Tender and Schedules</p> <p>12.1 The Form of Tender and Schedule of Requirement, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section IV, Tendering Forms only. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 20.3. All blank spaces shall be filled in with the information requested. The BQ blank spaces not filled with prices shall be assumed to have been catered in the total prices. Tenderers shall not be allowed to negotiate on the blank spaces not filled during tendering. The Tenderer shall chronologically serialize all pages, sign and stamp the tender documents submitted. Tenderers that shall fail to abide by this instruction shall be disqualified.</p>
ITT 13.1	Alternative Tenders shall not be considered nor Accepted.
ITT 13.2	Alternative times for completion shall not be permitted.
ITT 13.4	Tenderers are NOT permitted to submit Alternative Technical Solution.

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 14.0	<p>14.0 Tender Prices and Discounts</p> <p>The Tenderers 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 Teachers Service Commission. 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 the final Tender price and the absolute total cost of the Tender so determined for price comparison.</p> <p>The price quoted in the Form of Tender, in accordance with ITT 12.1, shall be the total price of the Tender sum, including any discounts offered, delivery charges, government taxes.</p> <p>14.5 The rates and prices quoted by the Tenderer shall not be subjected to any adjustment during the tender evaluation or performance of the Contract in accordance with the provisions of the Conditions of Contract. Prices shall remain fixed during the contract performance period and may only be considered for adjustment if there is a National Economic Effects pronounced by the National Government. In such a case, the Tenderer and the TSC shall consider the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data, Price Index from KNBS or Inflation Rate from CBK</p>
ITT 15.0	<p>15.0 Currencies of Tender and Payment</p> <p>15.2 Tenderers shall be allowed to quote entirely in Kenya Shillings only. The unit rates and the prices in the Bill of Quantities and any other relevant financial proposal shall be quoted by the Tenderer shall remain entirely in Kenyashillings only.</p>
ITT 16.0	<p>Documents Comprising the Technical Proposal</p> <p>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.</p> <p>Insufficient detail to demonstrate the adequacy of the Tenderer's proposal to meet the work's requirements and the completion time may lead to disqualification</p>
ITT 17.0	<p>Documents Establishing the Eligibility and Qualifications of the Tenderer</p> <p>Tenderers shall complete the Form of Tender, included in Section IV, Tender Forms, to demonstrate Tenderer's eligibility in accordance with ITT 4. Section III of the tender document provides Evaluation and Qualification Criteria, to establish tenderer's qualifications to perform the Contract. Tenderers shall provide the information requested in the corresponding information sheets included in Section IV, Tender Forms.</p> <p>17.3 Margin of preference shall apply.</p> <p><i>17.4 Tenderers shall provide, as part of the data for qualification, such information, including details of ownership, to determine whether, they are categorized as citizen contractor. The tenderers must meet the 51% shareholding of the firm applying.</i></p>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>The Tenderer shall provide further documentary proof, information or authorizations that the Teachers Service Commission has requested in relation to ownership and control of the firm/s to determine the information which was provided by the tenderer under ITT 6.4. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract, the Commission shall be obligated to terminate the procurement proceeding.</p> <p>All information provided by the Tenderer pursuant to these requirements <i>must be complete, current and accurate as at the date of Tender Opening and shall remain valid during the procurement implementation period.</i> 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 Teachers Service Commission.</p> <p>If a tenderer fails to submit the information demonstrating that it meets eligibility requirements, its tender will be rejected. Similarly, if the TSC 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.</p> <p>If information submitted by a tenderer pursuant to these requirements, or obtained by the Teachers Service Commission (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:</p> <ul style="list-style-type: none"> 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 pending the outcome of (iii), iii) the tenderer will be referred to the relevant law enforcement authorities for investigations of whether the tenderer or any other person have committed any criminal offence. <p>17.10 If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences of ITT 17.8 will ensue unless the tenderer can show to the reasonable satisfaction of the TSC 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.</p>
ITT 18	<p><i>Period of Validity of Tenders</i></p> <p>18.1. Tenders shall remain valid for a period of 150 calendar days. The Tender Validity period starts from the date fixed for the Tender submission deadline on Friday 15th October, 2021 at 9.00 am. A tender valid for a shorter period shall be rejected by the Commission as non-responsive.</p> <p>18.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Teachers Service Commission may request Tenderers to extend the period of tender validity to a maximum of 30 days. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 19, it shall also be extended for thirty (30) days beyond the deadline of the extended validity period. A Tenderer granting the request shall not be required or permitted to modify its tender.</p>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 18.3	<p>(a) The Number of days beyond the expiry of the initial tender validity period will be 30 days.</p> <p>(b) The Tender price shall NOT be adjusted by anybody whatsoever during the extension.</p>
ITT 19	<p>Tender Security</p> <p>All Tenderer shall furnish as part of its Tender Document a filled, signed and stamped Tender Securing Declaration Form</p> <p>19.1 The Tender Security shall be in any of the following forms at the Tenderer's option:</p> <ol style="list-style-type: none"> a) a bank guarantee; b) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; c) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya, from a reputable source, and an eligible country. <p>19.2 The Tender Security shall be valid for thirty (30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 18.2.</p> <p>19.3 If a Tender is not accompanied by a substantially responsive Tender Security, the tender shall be rejected by the TSC as non-responsive.</p> <p>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 TSC shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.</p> <p>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.</p> <p>19.6 The Tender Security may be forfeited if:</p> <ol style="list-style-type: none"> a) a Tenderer withdraws its Tender during the Tender validity period of 150 calendar days from the date of tender opening.; or b) if the successful Tenderer fails to: - <ol style="list-style-type: none"> i) Contract in accordance with ITT47; or ii) furnish a Performance Security, and any other documents required in the TDS. <p>19.9 The Tender Security 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 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.</p> <p>19.10 A tenderer shall not issue a tender security to guarantee itself.</p>

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Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 20	<p data-bbox="331 163 719 197">Format and Signing of Tender</p> <p data-bbox="312 241 1485 376">20.1 The Tenderer shall prepare ONE ORIGINAL of the documents comprising the Tender as described in ITT 11 and clearly mark it “ORIGINAL.” In addition, the Tenderer shall submit TWO (2) copies of the Tender document, clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.</p> <p data-bbox="312 421 1430 521">20.2 Tenderers shall mark as “CONFIDENTIAL” all information in their Tenders which are confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.</p> <p data-bbox="312 566 1474 801">20.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written Power of Attorney by the Head of the Company in the position of a Director or General Manager, or a letter from Commissioner of Oath 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.</p> <p data-bbox="312 846 1461 947">In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives or law firm.</p> <p data-bbox="312 992 1442 1059">Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.</p> <p data-bbox="312 1093 1453 1261">The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: Power of Attorney which demonstrates that the signatory is duly authorized to sign the tender on behalf of JV bidder’s partners. Power of the Attorney shall be signed and stamped by all representatives. If the signatory to the tender is not a director of the company, provide name and attach proof of citizenship of the signatory to the tender.</p>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 21.0	<p align="center">SUBMISSION AND OPENING OF TENDERS</p> <p>21.0 Sealing and Marking of Tenders 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 Commission Secretary, Teachers Service Commission and a warning not to open before Friday 15th October, 2021 at 9.00 am. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:</p> <p>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;</p> <p>ALTERNATIVE TENDER”, Shall not Apply</p> <p>The inner envelopes or packages or containers shall:</p> <p>a) bear the name and address of the Teachers Service Commission b) bear the name and address of the Tenderer; and c) bear the name and Reference number of the Tender.</p> <p>21.2 If an envelope or package or container is not sealed and marked as required, the Teachers Service Commission will assume no responsibility for the misplacement or premature opening of the Tender. <i>Tenders misplaced or opened prematurely will not be accepted</i></p>
D. Submission and Opening of Tenders	
ITT 22.1	<p>(A) For Tender submission purposes only, the Procuring Entity’s address is:</p> <p>THE CHIEF EXECUTIVE OFFICER TEACHERS SERVICE COMMISSION TSC HOUSE, KILIMANJARO AVENUE, UPPERHILL, 2ND FLOOR NUMBER – SUPPLY CHAIN MANAGEMENT OFFICE PRIVATE BAG-00100, NAIROBI. ddprocurement@tsc.go.ke</p> <p>(4) Date and time for submission of Tenders Friday 15th October, 2021 at 9.00 am</p> <p>Tenderers shall not submit tenders electronically.</p> <p>22.2 The Teachers Service Commission 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 Commission and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended..</p>
ITT 23.0	<p>Late Tenders</p> <p>The Teachers Service Commission shall not consider any Tender that arrives after the deadline for submission of tenders, in accordance with ITT 22. Any Tender received by the Commission after the 9.00 am Friday, 15th October, 2021 shall be declared late, rejected, and returned unopened to the Tenderer.</p>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 24.0	<p>Withdrawal, Substitution, and Modification of Tenders</p> <p>24.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITT 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be</p>
ITT 25.0	<p>Tender Opening</p> <p>25.1 Except in the cases of late submission, withdrawal or substitution, and modification of tenders, the Teachers Service Commission shall publicly open and read out all Tenders received by the deadline on Friday, 15th October, 2021 at the TSC Building Ground Floor in the presence of Tenderers' designated representatives who chooses to attend. Any Electronic Tender opening procedures shall not apply.</p> <p>25.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelopes with the corresponding Tender shall not be opened but returned to the Tenderer. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.</p> <p>25.3 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the tenderer.</p> <p>25.4 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.</p> <p>25.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Price, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.</p> <p>25.7 At the Tender Opening, the Teachers Service Commission shall neither discuss the merits of any Tender nor reject any Tender except for late Tenders.</p> <p>25.8 The Teachers Service Commission shall prepare minutes of the Tender Opening that shall include, as a minimum: -</p> <ol style="list-style-type: none"> a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification; b) the Tender Price, including any discounts; c) the presence or absence and the amount of a Tender Security, if new as required; e) number of pages of each tender document submitted. <p>25.9 The Tenderers' representatives who are present shall be requested to sign the minutes. The omission of a Tenderer's signature on the minutes shall not invalidate the contents and effect of the minutes. A copy of the tender opening register shall be distributed to all Tenderers.</p>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 26.0	<p>Confidentiality</p> <p>26.1 Information relating to the evaluation of Tenders and recommendation of contract award shall not be disclosed to Tenderers or any other persons not officially concerned with the Tender process until information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 43.</p> <p>26.2 Any effort by a Tenderer to influence the Teachers Service Commission in the evaluation of the Tenders or Contract award decisions shall result in the rejection of its tender.</p> <p>26.3 Notwithstanding ITT 26.2, from the time of tender opening to the time of contract award, if a tenderer wishes to contact the Teachers Service Commission on any matter related to the tendering process, it shall do so in writing.</p>
ITT 27.0	<p>27.0 Clarification of Tenders</p> <p>27.1 To assist in the examination, evaluation, and comparison of the tenders, and qualification of the tenderers, the Teachers Service Commission may, at its discretion, ask any tenderer for a clarification of its tender, given at least four (4) days. Any clarification submitted by a tenderer that is not in response to a request by the Procuring Entity shall not be considered. The Teachers Service Commission'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.</p> <p>27.2 If a tenderer does not provide clarifications of its tender within four (4) days in Teachers Service Commission's request for clarification, its Tender may be rejected.</p>
ITT 29.0	<p>Determination of Responsiveness</p> <p>The Teachers Service Commission's determination of a Tender's responsiveness is to be based on the contents of the tender itself, as defined in ITT 11.</p> <p>29.2 A substantially responsive Tender is one that meets the requirements of the Tender document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that, if accepted, would:</p> <ul style="list-style-type: none"> a) Affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; b) limit in any substantial way, inconsistent with the tender document, the Teachers Service Commission's rights or the tenderer's obligations under the proposed contract; c) if rectified, would unfairly affect the competitive position of other tenderers presenting substantially responsive tenders. <p>29.3 The Teachers Service Commission shall examine the technical aspects of the tender submitted in accordance with ITT 16, to confirm that all requirements of Section VI, Works' Requirements have been met without any material deviation, reservation or omission.</p> <p>29.4 If a tender is not substantially responsive to the requirements of the tender document, it shall be rejected by the Teachers Service Commission and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p>
E. Evaluation, and Comparison of Tenders	
ITT 30.0	<p>30.0 Provided that a tender is substantially responsive, the Teachers Service Commission shall rectify quantifiable of non-material or 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.</p> <p>30.3 The adjustment shall be based on the average price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.</p>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 31.0	<p>Arithmetical Errors</p> <p>31.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.</p> <p>31.2 Provided that the Tender is substantially responsive, the Teachers Service Commission shall handle errors on the following basis: -</p> <p>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;</p> <p>b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, 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;</p> <p>c) If there is a discrepancy between words and figures, the amount in words shall prevail</p> <p>31.3 Tenderers shall be notified of any error detected in their bid during the notification of award.</p>
TT 32.1	The currency that shall be used for Tender evaluation and comparison purposes only to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: Kenya Shillings.
ITT 33.2	A margin of preference shall not apply.
ITT 33.4	Not Applicable
ITT 34.1	The Teachers Service Commission does not intend to execute any specific elements of the Works by subcontractors selected/nominated. The main contract shall specify any working arrangements between the main contractor and the nominated subcontractor.
ITT 34.2	Contractor's may propose subcontracting: Maximum percentage of subcontracting permitted is Limited. To Specialized Works only. Tenderers planning to subcontract more than 10% of total volume of work shall specify, in the Form of Tender, the activity (ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualification and experience.
ITT 34.3	Domestic Contractors NOT Applicable
ITT 35.0	<p>Evaluation of Tenders</p> <p>35.1 The Teachers Service Commission 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 Commission shall determine the Lowest Evaluated based on tender requirements and the tender price as read during tender opening. There shall be no price adjustments by anybody whatsoever.</p>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 37.0	<p>37.0 Abnormally low tenders and abnormally high tenders</p> <p>Abnormally Low Tenders</p> <p>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.</p> <p>2 In the event of identification of a potentially Abnormally Low Tender, the Teachers Service Commission 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.</p> <p>3 After evaluation of the price analysis and in the event that the Teachers Service Commission determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Commission shall reject the Tender.</p> <p>Abnormally high tenders</p> <p>4 An abnormally high tender price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Teachers Service Commission is concerned that it 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.</p> <p>5 In case of an abnormally high price, the Teachers Service Commission shall conduct a market 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 Commission may also seek written clarification from the tenderer on the reasons for the high tender price. The Commission shall proceed as follows:</p> <ul style="list-style-type: none"> I. If the tender price is abnormally high based on wrong estimated cost of the contract, The Commission shall reject or disqualify the tender. II. If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Commission 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. <p>37.6 If the Commission 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 Commission shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.</p>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 38.0	<p>Unbalanced and/ or front-loaded tenders</p> <p>1 If in the Teachers Service Commission's opinion, the Tenderer with the lowest evaluated price is seriously unbalanced and/or frontloaded, the Commission shall request the Tenderer to provide written clarifications. Clarifications shall include detailed price analysis to demonstrate the consistency of the tender prices with the scope of works, proposed methodology, schedule and any other requirements of the Tender document.</p> <p>2 After the evaluation of the information and detailed price analysis presented by the Tenderer, the Commission may as appropriate:</p> <p>a) accept the Tender;</p> <p>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;</p> <p>c) agree on a payment mode that eliminates the inherent risk of the TSC paying too much for undelivered works;</p> <p>d) reject the Tender,</p>
ITT 39.0	<p>Qualifications of the tenderer</p> <p>1 The Teachers Service Commission 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.</p> <p>2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer. The determination shall take into consideration the qualifications of other firms such as the Tenderer's subcontractors permitted in the Tender document.</p> <p>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 TSC 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.</p>
ITT 40.0	<p>Lowest evaluated tender</p> <p>Having compared the evaluated prices of Tenders, the Teachers Service Commission shall determine the Lowest Evaluated Tender. The Lowest Evaluated Tender is the Tender of the Tenderer that meets the Qualification Criteria and whose Tender has been determined to be:</p> <p>a) Most responsive to the Tender document; and</p> <p>b) the lowest evaluated price.</p>
ITT 42.0	<p>Procuring entity's right to accept any tender, and to reject any or all tenders.</p> <p>The Teachers Service Commission 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 Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.</p>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 43.0	<p>Notice of Intention to Enter into a Contract/Notification of Award</p> <p>Upon award of the contract and Prior to the expiry of the Tender Validity Period the Teachers Service Commission 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:</p> <p>a) the name and address of the Tenderer submitting the successful tender;</p> <p>b) the Contract price of the successful tender;</p> <p>c) a statement of the reason(s) of the unsuccessful tenderer;</p> <p>d) the expiry date of the Standstill Period; and</p> <p>e) instructions on how to request a debriefing and/ or submit a complaint during the stand still period;</p>
ITT 44.0	<p>Stand still Period</p> <p>The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 calendar days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.</p> <p>The Standstill Period shall commence on the date when the Teachers Service Commission has transmitted to each Tenderer the Notification of Intention to Enter into a Contract with the successful Tenderer</p>
ITT 45.0	<p>Debriefing by The Procuring Entity</p> <p>45.0 On receipt of the Letter of Notification of Intention to Enter into a Contract, an unsuccessful tenderer may make a written request to the Commission for a debriefing on specific issues or concerns regarding their tender. The Commission shall provide the debriefing within five days of receipt of the request.</p> <p>Debriefings of unsuccessful Tenderers may be done in writing or verbally.</p> <p>The Tenderer shall bear its own costs of attending such a debriefing meeting.</p>
ITT 46.0	<p>Letter of Award</p> <p>Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period of 14 calendar days, a tenderer may address a complaint to the Commission within the Standstill Period, the Commission 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. Contract shall only be signed after submission and confirmation of the Performance Security.</p>
ITT 47.0	<p>Signing of Contract</p> <p>Upon the expiry of the fourteen (14) Calendar days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Teachers Service Commission shall send to the successful Tenderer the Contract Agreement.</p> <p>Within fourteen (14) Calendar days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Commission.</p> <p>47.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.</p>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 48..0	<p>Performance Security</p> <p>48.1 Within twenty-one (21) Calendar days of the receipt of the Letter of Award, the successful Tenderer shall (a) furnish the Teachers Service Commission with the Performance Security of 1% of the tender price in form of a bank guarantee from a reputable bank regulated by the CBK. A) Other documents required in the TDS, in accordance with the General Conditions of Contract, INSURANCE CERTIFICATES. Failure by the successful Tenderer to submit a 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 TSC may award the Contract to the Tenderer offering the next Best Evaluated Tender.</p>
ITT 50.1	<p>The procedures for making a Procurement-related Complaint are detailed in the “Notice of Intention to Award the Contract” herein and are also available from the PPRA Website. www.ppra.go.ke or email complaints@ppra.go.ke.</p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:</p> <p>For the attention:</p> <p>Title/position: THE CHIEF EXECUTIVE OFFICER/ COMMISSION SECRETARY</p> <p>Procuring Entity: TEACHERS SERVICE COMMISSION</p> <p>Email address: ddprocurement@tsc.go.ke or ceo@tsc.go.ke</p> <p>In summary, a Procurement-related Complaint may challenge any of the following (among others):</p> <p>(i) the terms of the Tender Documents; and</p> <p>(ii) the Teachers Service Commission decision to award the contract.</p>

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

MANDATORY EVALUATION FOR MAIN CONTRACTORS

STAGE 1-PRELIMINARY EXAMINATION

This stage of evaluation shall involve examination of the pre-qualification conditions as set out in the Tender Advertisement Notice or Letter of Invitation to Tender and any other conditions stated in the bid document.

1. A copy of the company list of directors, beneficial owners, name of proprietor or names of partners (Copy of CR12) issued within the last six (6) months from the date of the tender opening showing the list of directors.

2. The Bidders are also required to submit relevant technical brochures/catalogues with the tender document, highlighting the catalogue numbers of the proposed items. Such brochures/catalogues are to indicate comprehensive relevant data of the proposed equipment/items which should include but not limited to the following:
 - (a) Standards of manufacture;
 - (b) Performance ratings/characteristics;
 - (c) Material of manufacture;
 - (d) Electrical power ratings; and
 - (e) Any other necessary requirements

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

10 GENERAL PROVISIONS

11 This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity shall use **the Standard Tender Evaluation Document for Goods and Works** for evaluating Tenders.

12 Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:

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

13 EVALUATION AND CONTRACT AWARD CRITERIA

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

2.0 PRELIMINARY EXAMINATION FOR DETERMINATION OF

RESPONSIVENESS Preliminary examination for Determination of Responsiveness

The Teachers Service Commission will start by examining all tenders to ensure that they meet all respects of the eligibility criteria and other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered non-responsive and will not be considered further.

3.0 TENDER EVALUATION (ITT 35) CRITERIA OF EVALUATION

After tender opening, the tenders will be evaluated in 4 stages, namely:

1. Preliminary examination – in 2 stages;
 - (i) Stage i for Main Contractor
 - ii) Stage ii for Domestic Sub- Contractors;
2. Detailed Technical Examination.
3. Financial Evaluation.
4. Recommendation for award

1. Preliminary and Mandatory Requirements for the Main Contractor

S/NO	MANDATORY REQUIREMENTS	YES/NO
MR1	Must Submit a copy of Certificate of Incorporation or Registration	
MR2	Must submit a copy of CR12 from registrar of company's issued in the last six (6) months showing the list of company directors or a copy of IDs for Sole Proprietor.	
MR3	Must submit a copy of Valid Tax Compliance Certificate from KRA	
MR4	Must attach valid (2021) Business Permit issued by a county government	
MR5	Must provide a copy of Audited financial statements for the last two years (2019 and 2020)	
MR6	Must provide a valid copy of Registration Certificate and from National Construction Authority Category NCA 7 and above under Building/Construction Works	
MR7	Must attach a copy of valid Annual Practicing License from National Construction Authority Category NCA 7 and above under Building/Construction Works.	
MR8	Must dully fill, sign and sign the Form of Tender in the format provided	
MR9	Must fill, sign and stamp Tender Securing Declaration Form in the format provided.	
MR10	Must fill, sign and stamp confidential business questionnaire in the format provided.	
MR11	Must fill, sign and stamp Certificate of Independent Tender Determination in the format provided	
MR12	Must fill, sign and stamp the Self-declaration form that the firm/tenderer is not debarred by PPRA – Fill form SD1 in the format provided.	
MR13	Must fill, sign and stamp the Self-declaration form that the firm/tenderer will not engage in any corrupt or fraudulent practice in the format provided– Form SD2	
MR14	Must fill and sign the Self-declaration and commitment to the code of ethics in the format provided – Self-Declaration of the Tenderer (FORM SD3)	
MR15	Must Cost all the items in the Bill of Quantities. The Commission shall not pay for any Item not costed in the BQ. <i>There shall be no correction of arithmetic errors. The total tender sum read during opening shall be absolute and final</i>	
MR16	Must Fill and Sign Site Visit form attached in the format provided-The site visit must be signed by the Contractor and TSC Representative	
MR17	Must submit one original copy of the tender document and one copy. Tender document should be properly bound, paginated all pages. Use of spring files, boxed files or stapled documents shall be rejected.	
MR18	Must fill and submit Form CON-2 Historical Contract Non-Performance and Pending Litigation in the Format Provided.	
MR19	The Authorized person to sign the tender on behalf of the tenderer and must sign or initialized all the pages of the Tender where entries (i.e., all the forms, priced Bills of Quantities) or amendments have been made	
MR20	In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.	
MR21	Must attach the Power of attorney/Authorization Letter duly signed by directors appearing in CR12 or by the director of the firm with the highest shares, giving the name of person who has been authorized to submit/execute this agreement as a binding document and this person should sign all the documents related to this tender.	
MR23	Must submit a detailed works program for the works	
MR 24	Must provide Valid AGPO Certificate issued by The National Treasury or County Government Treasury in the Category of Youth, Women and PLWDs	

5.0 ALTERNATIVE TENDERS (ITT 13.1)

Alternative Tenders (ITT 13.1)

An alternative if permitted under ITT 3.1, will be evaluated as follows:

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

60 MARGIN OF PREFERENCE

- 61** If the TDS so specifies, the Procuring Entity will grant a margin of preference of fifteen percent (15%) to be loaded on evaluated prices of the foreign tenderers, where the percentage of shareholding of Kenyan citizens is less than fifty- one percent (51%).
- 62** Contractors shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractors qualifies for a margin of preference.
- 63** After Tenders have been received and reviewed by the Procuring Entity, responsive Tenders shall be assessed to ascertain their percentage of shareholding of Kenyan citizens. Responsive tenders shall be classified into the following groups:
- i) *Group A*: tenders offered by Kenyan Contractors and other Tenderers where Kenyan citizens hold shares of over fifty one percent (51%).
 - ii) *Group B*: tenders offered by foreign Contractors and other Tenderers where Kenyan citizens hold shares of less than fifty one percent (51%).
- 64** All evaluated tenders in each group shall, as a first evaluation step, be compared to determine the lowest tender, and the lowest evaluated tender in each group shall be further compared with each other. If, as a result of this comparison, a tender from Group A is the lowest, it shall be selected for the award of contract. If a tender from Group B is the lowest, an amount equal to the percentage indicated in Item 6.1 of the respective tender price, including unconditional discounts and excluding provisional sums and the cost of day works, if any, shall be

added to the evaluated price offered in each tender from Group B. All tenders shall then be compared using new prices with added prices to Group B and the lowest evaluated tender from Group A. If the tender from Group A is still the lowest tender, it shall be selected for award. If not, the lowest evaluated tender from Group B based on the first evaluation price shall be selected.

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

- a) In case the tender was subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required.
- b) In case the tender was not subject to post-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.
 - i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow of Kenya Shillings 10,000,000.00
 - ii) Minimum average annual construction turnover of Kenya Shillings 100,000,000.00, equivalent calculated as total certified payments received for contracts in progress and/or completed within the last 3 years.
 - iii) At least 3 Number of contract(s) of a similar nature executed within Kenya, or the East African Community or a broad, that have been satisfactorily and substantially completed as a prime contractor, or joint venture member or sub-contractor each of minimum value Kenya shillings 50,000,000.00 equivalent.
 - iv) Contractor's Representative and Key Personnel, which are specified as

listed as;

- v) Contractors are expected to list key equipment on the table “Contractor's Equipment” below and more specifically

S/N	Item Description	Quantity	Points
1.	Scaffolding	1 Set	2
2.	Paint thickness gauge	1 No.	2
3.	Airless spray equipment	2 No.	2
4.	Painting rollers	Lots	2
5.	Motor Vehicle	1 No.	2

- iv) Other conditions depending on their seriousness.

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

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

b) **Pending Litigation**

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

c) **Litigation History**

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

STAGE 2: TECHNICAL EVALUATION

The Technical Evaluation of the Main Contractor

The award of points for the STANDARD FORMS considered in this section shall be as shown below:

PARAMETER MAXIMUM POINTS

(i) Key personnel -----	30
(ii) Contract Completed in the last Five (5) years-----	40
(iv) Schedules of contractor’s equipment-----	10
(v) Audited Financial Report for the last 3 years-----	15
(vi) Work Plan -----	5
TOTAL	100

Note: - • The Main Contractor MUST ensure that sub-contractors provide requirements for Domestic Subcontracting in the Key Personnel, Completed and Ongoing Projects to incorporate in Technical Evaluation.

TECHNICAL EVALUATION CRITERIA

Item	Description	Point Score	Max. Point	
1.	<p align="center">Key Personnel (Attach evidence)</p> <p>Director of the firm</p> <ul style="list-style-type: none"> • Must be a holder of at least diploma in any relevant Engineering field ----- 5 • Holder of certificate in any relevant Engineering field ----- 3 • Holder of trade test certificate in any relevant Engineering field ----- 2 No relevant certificate ----- 0 <p><i>Attach relevant certificates from a recognized institution of higher learning</i></p> <p>At least 1 No. Key personnel with degree/diploma in any relevant Engineering field</p> <ul style="list-style-type: none"> • With over five (5) years’ relevant experience in Building Works @ 3 marks • With less than 5 years’ relevant experience in Building Works @ 1 marks • Site Manager: must have a formal certification in building works and with over 5 years work experience gets - 5 marks <p><i>Attach relevant certificates from a recognized University recognized in Kenya</i></p> <p>At least 1No. Diploma holder of key personnel in relevant engineering field</p> <ul style="list-style-type: none"> • With over 10 years’ relevant experience ----- 5 • With over 5 years’ relevant experience ----- 3 • With under 5 years’ relevant experience ----- 1 <p><i>Attach relevant certificates from a recognized institution of higher learning</i></p> <p>At least 2No artisan (trade test certificate in painting works)</p> <ul style="list-style-type: none"> • 2No. Artisan with over 5 years’ relevant experience @ 2.5 points • 2No. Artisan with under 5 years’ relevant experience @ 1 • Non skilled worker with over 10 years’ relevant experience----- @ 0 <p><i>Attach relevant certificates from a recognized institution of higher learning</i></p>		5	30
2.	<p>Contract completed in the last Ten (10) years (Max of 3No. Projects)</p> <ul style="list-style-type: none"> • Must have completed at least three (3) 			

PROPOSED PAINT WORKS AND WATERPROOFING AT TEACHER SERVICE COMMISSION HEADQUATERS BUILDING

	<p>projects with similar nature, complexity and magnitude in the last Ten (10) years from the date of tender opening each of which must be of a value more than 50% and above of contract price quoted for this project</p> <p>Attach a copy of signed contracts attached with the completion certificates of the same @ 10 marks each</p> <ul style="list-style-type: none"> Complete two (2) projects of similar nature, complexity or magnitude in the last ten (10) years from the date of tender opening each with a value of 30% and above but less than 50% of the contract price @ 5 marks each <p>Attach a copy of signed contracts attached with the completion certificates of the same</p>		30	40																							
			10																								
3.	<p>Schedule of contractor's equipment and transport ownership/Lease) Please attach proof e.g. Lease Agreements or any proof of Ownership. Each Lease agreement or proof of ownership @2 marks</p> <table border="1"> <thead> <tr> <th>S/N</th> <th>Item Description</th> <th>Quantity</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Scaffolding</td> <td>1 Set</td> <td>2</td> </tr> <tr> <td>2.</td> <td>Paint thickness gauge</td> <td>1 No.</td> <td>2</td> </tr> <tr> <td>3.</td> <td>Airless spray equipment</td> <td>2 No.</td> <td>2</td> </tr> <tr> <td>4.</td> <td>Painting rollers</td> <td>Lots</td> <td>2</td> </tr> <tr> <td>5.</td> <td>Motor Vehicle</td> <td>1 No.</td> <td>2</td> </tr> </tbody> </table>	S/N	Item Description	Quantity	Points	1.	Scaffolding	1 Set	2	2.	Paint thickness gauge	1 No.	2	3.	Airless spray equipment	2 No.	2	4.	Painting rollers	Lots	2	5.	Motor Vehicle	1 No.	2	10	10
S/N	Item Description	Quantity	Points																								
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4.	Financial Report																										
	<p>(i) Bidders must provide Audited Balance Sheet for the last two (2) years (2019 and 2020). The Audited Balance Sheet submitted must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long- term profitability. Each Financial year @ 5 marks</p> <p>Auditor's practicing membership number from ICPAK must be indicated and a valid practicing license shall be attached with the document.</p>		10	10																							
	<p>b) Evidence of Financial Resources</p> <p>Attach (cash in hand in form of certified bank statement, Provision of lines of credit, provision of an overdraft facility etc.) @ 5 marks</p>		5																								
5.	<p>Work program</p> <p>Detailed work program outlining critical activities from the expected date of commencement to be 1st December, 2021 to the fixed duration of the contract for (60 weeks) in a company letterhead signed and stamped by the officer authorized to sign the tender.</p>		5																								
	TOTAL		100	100																							

NB: After technical evaluation of the tenders, those tenders that shall not have attain a minimum Pass marks of 70 shall be declared Non responsive and will be eliminated from the evaluation process and will therefore, not be considered for financial evaluation

FINANCIAL EVALUATION

During Financial Evaluation, the Evaluation Committee shall consider the following;

- ✓ Form of Tender is fully filled, signed and stamped
- ✓ There is no discrepancy between the Figures and Words in the Form of Tender
- ✓ The BoQ is accurately filled, signed and stamp with the total contract price.
- ✓ There is no discrepancy between the total in Figures and Words of the BQ
- ✓ The Total Price in the BoQ must be transferred to the Form of Tender. Any discrepancy between the total amount in the BoQ and Form of Tender shall lead to automatic disqualification.
- ✓ Pricing consistency (same rates for similar items, price distribution amongst sections)
- ✓ Reasonableness of pricing (comparison with prevailing market levels, inclusion of taxes [VAT] in the rates); and

Tender Award

The tender will be awarded to the lowest evaluated responsive bidder who is determined to be qualified to perform the contract satisfactorily. The tenderer must have met all the tender requirements including the scope of work, terms of reference and technical specs.

APPENDIX TO CONDITIONS OF CONTRACT

THE EMPLOYER IS

Name: TEACHERS SERVICE COMMISSION

Address: Private Bag - Nairobi

The Project Manager is;

Name: WORKS SECRETARY, MINISTRY OF TRANSPORT,
INFRASTRUCTURE, PUBLIC WORKS, HOUSING AND URBAN
DEVELOPMENT (STATE DEPARTMENT OF PUBLIC WORKS)

Address: P.O. BOX 30743-00100 NAIROBI

Telephone: 2723101

Email: www.publicworks.go.ke

Title; Project Manager

Telephone: _____

The name (and identification number) of the Contract **PROPOSED PAINT
WORKS AND WATER PROOFING AT TEACHERS SERVICE
COMMISSION HEADQUTERS NAIROBI, UPPERHILL.**

The Works consist of proposed paint works and waterproofing

The Start Date shall be: Agreed upon at the time Site handing over and possession
of the site

The Completion Date shall be **8 weeks after
Commencement date**

The following documents shall constitute the Contract documents and
shall be interpreted in the following order of priority;

1. Agreement,
2. Letter of Acceptance,
3. Contractor's Tender,
4. Appendix to Conditions of Contract,
5. Conditions of Contract,
6. Specifications,
7. Drawings,
8. Bill of Quantities

The Site Possession shall be agreed by the Project Manager.

The Site is located at TSC BUILDING– UPPER HILL NAIROBI KENYA

The Defects Liability Period is 180 days.

Amount of Tender Security is: N/A

The minimum insurance covers shall be;

1. The minimum cover for insurance of the Works and of Plant and Materials in respect of the Contractor's faulty design is; N/A
2. The minimum cover for loss or damage to Equipment is; -----NIL----
3. The minimum for insurance of other property is; Kshs 500,000.00
4. The minimum cover for personal injury or death insurance
5. For the Contractor's employees is; Kshs 1,000,000.00
6. And for other people is; Kshs 1,000,000.00

The following events shall also be Compensation Events:

NONE (ONLY AS LISTED IN CLAUSE 24 OF THE CONDITIONS OF
CONTRACT

The period between Program updates is 30 days.

The amount to be withheld for late submission of an updated Program is; FULL
CERTIFICATE

The proportion of payments retained is 10% percent.

The Price Adjustment Clause SHALL **NOT** apply

Advance Payment _____ shall ___Not_____ be granted

The liquidated damages for the whole of the Works is Kshs. 5,000/= (per week)

The Performance Security shall be 10 percent (%) of the Contract Price in form of
a bank guarantee.

The Completion Period for the Works is 8 WEEKS.

The rate of exchange for calculation of foreign currency payments is not
applicable

PROPOSED PAINT WORKS AND WATERPROOFING AT TEACHER SERVICE COMMISSION HEADQUARTERS
BUILDING

The name and Address of the Employer for the purposes of submission of tenders
is

The tender opening date and time **Friday 15th October, 2021 at 9.00 am**. The
amount of performance security is Kshs..... A Performance
Security in form of bank guarantee of one (1) percent shall be issued to the
Commission before the contract is signed.

SECTION IV – SPECIFICATIONS, DRAWINGS AND BILLS OF QUANTITIES/SCHEDULE OF RATES

I. SPECIFICATIONS

Notes for preparing Specifications

- 1.0 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 Employer 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 designs and materials unless provided otherwise in the Contract.
- 2.0 Specifications from previous similar projects are useful and it may not be necessary to rewrite specifications for every works contract.
- 3.0 Care must be taken in drafting Specifications to ensure they are not restrictive. In the specification 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.

II DRAWINGS

- NOTE: 1. A list of the Contract Drawings should be inserted here
2. The actual Contract Drawings including Site plans should be annexed in a separate booklet

III BILL OF QUANTITIES/SCHEDULE OF RATES

Notes for preparing Bills of Quantities

1. The objectives of the Bills 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 content of the Bill of Quantities should be as simple and brief as possible.

Notes for preparing Schedule of Rates

Where the time limit or other constraints do not allow the preparation of a Bill of Quantities for the Works, a lump-sum Contract shall be adopted and a Schedule of Rates (in place of a Bills of Quantities) shall be issued as part of the tender documents.

The objectives of the Schedule of Rates are;

- (a) to provide sufficient information on the nature of work items to be performed to enable tenders to be prepared efficiently and accurately; and
- (b) when a Contract has been entered into, to provide a basis for the pricing of Works executed for interim and final valuations.

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

Measurement of Work executed after every agreed stage should be done and the quantities so obtained used alongside the rates in the schedule to arrive at interim valuation [for each stage]and the final valuation.

PARTICULAR PRELIMINARIES

ITEM	DESCRIPTION	KSHS
	<u>PARTICULAR PRELIMINARIES</u>	
A	<p><u>PRICING OF ITEMS OF PRELIMINARIES AND PREAMBLES</u> Preliminaries to the contract are mandatory conditions and responsibilities the contractor is required to fulfill for the complete and proper execution of the contract. The contractor is advised to read and understand all his obligations under preliminaries. Should he find that fulfillment of any of the items will lead him to incurring any cost not covered under measured works he shall price such works accordingly otherwise failure to price any item will be construed to mean that the tenderer has included it in other priced items in the bills of quantities. NB: VAT SHALL be inclusive in all rates</p>	
B	<p><u>ABBREVIATIONS</u> Throughout these Bills, units 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 mm 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. Ditto Shall mean the whole of the preceding description except as qualified in M.S. Shall mean measured separately. a.b.d Shall mean as before described.</p>	
	<i>Carried to Collection</i>	

PROPOSED PAINT WORKS AND WATERPROOFING AT TEACHER SERVICE COMMISSION HEADQUATERS
BUILDING

ITEM	DESCRIPTION	KSHS
A	<p><u>EMPLOYER</u> The Employer is Teachers Service Commission</p> <p>The term "Employer" and "Government" wherever used in the contract document shall be synonymous</p>	
B	<p><u>CONTRACTOR</u></p> <p>The term "Contractor" refers to the person whose or corporate body that's tender to carry out the Works has been accepted by the Employer</p>	
C	<p><u>PROJECT MANAGER</u></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 Government.</p>	
D	<p><u>ARCHITECT</u></p> <p>The term "Architect" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Ministry Transport, Infrastructure ,Public Works ,Housing and Urban Development P.O. Box 30743, NAIROBI.</p>	
E	<p><u>QUANTITY SURVEYOR</u></p> <p>The term "Quantity Surveyor" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Ministry Transport, Infrastructure ,Public Works ,Housing and Urban Development, P.O. Box 30743, NAIROBI.</p>	
F	<p><u>ELECTRICAL ENGINEER</u></p> <p>The term "Electrical Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Ministry Transport, Infrastructure, Public Works, Housing and Urban Development, P.O. Box 30743, NAIROBI.</p>	
G	<p><u>MECHANICAL ENGINEER</u></p> <p>The term "Mechanical Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Ministry Transport, Infrastructure ,Public Works, Housing and Urban Development, P.O. Box 30743, NAIROBI.</p>	
H	<p><u>STRUCTURAL ENGINEER</u></p> <p>The term "Structural Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Ministry Transport, Infrastructure ,Public Works ,Housing and Urban Development, P.O. Box 30743, NAIROBI.</p>	
	<p><i>Carried to Collection</i></p>	

PROPOSED PAINT WORKS AND WATERPROOFING AT TEACHER SERVICE COMMISSION HEADQUATERS BUILDING

ITEM	DESCRIPTION	KSHS
A	<p><u>DESCRIPTION OF THE WORKS AND SCOPE OF CONTRACT</u></p> <p>These are works of External painting works on the TSC building, waterproofing on area and repairing of storm water drainage as in detailed bills of quantities. The scope of contract generally comprises the of provision of Materials, Labour, tools, site management and all accessories necessary in the excavations, concrete work, walling, roofing, windows and doors, finishes, fittings and associated electrical installation ,Mechanical works and Civil works</p>	
B	<p><u>LOCATION OF SITE</u></p> <p>The site of the proposed office partitioning works Teachers Service Commission Headquarters Nairobi, Upper hill. The Contractor is advised to visit the site to familiarize himself with the nature and position of the site. No claims arising from the Contractor's failure to do so will be entertained.</p>	
C	<p><u>FORM OF CONTRACT</u></p> <p>The form of contract will be the one included in the Republic of Kenya Standard Tender Document for Procurement of Works (Building and Associated Civil Engineering) (2006 Edition) hereby attached and Conditions of Contract are those attached thereto. If the Contractor considers that compliance with any of the Conditions of Contract involves any expenses distribute them among his rates for the various items in the Bills of Quantities. No claim shall be allowed arising from the Contractors compliance with <u>any of the Conditions of Contract</u>. These are numbered from 1 to 37 as set out on pages 16 to 35 of these tender documents. Particulars of the insertion to be made in the Appendix of the Appendix of the Contract Agreement will be found in the Particular Preliminaries of these Bills of Quantities.</p>	
D	<p><u>PERFORMANCE BOND.</u></p> <p>The Contractor shall find and submit on the Form of Tender the name of one surety who shall be an approved bank or approved fidelity insurance company and who will be willing to be bound to the Employer in an amount of Five per cent (5%) of the Contract amount for the due performance of the contract up to the date of completion as certified by the "Employer's Representative" and who will when and if called upon, sign a Bond to that effect on Ministry of Roads Public works and Housing Form No 118 (without the addition of any limitations) on the same day as the Contract Agreement is signed. In the event of the surety named in the form of tender not being approved by the Employer, the Contractor shall furnish within seven days another Surety to the approval of the Government.</p>	

PROPOSED PAINT WORKS AND WATERPROOFING AT TEACHER SERVICE COMMISSION HEADQUATERS
BUILDING

	<i>Carried to Collection</i>	
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ITEM	DESCRIPTION	KSHS
A	<p><u>METHOD OF MEASUREMENT</u></p> <p>The Bills of quantities have been prepared in accordance with the general principles of the standard Method of Measurement of Building Works of East Africa - Second Edition (Metric), published in January, 1987 by the Architectural Association of Kenya, Chapter of Quantity Surveyors.</p>	
B	<p><u>SUFFICIENCY OF TENDER</u></p> <p>The Contractor be deemed to have satisfied himself before tendering as to the correctness and sufficiency of the Tender for the Works and of the rates and prices stated in the priced Bills of Quantities which rates and prices shall cover all his obligations under the Contract and all matter and things necessary for the proper completion and maintenance of the work</p>	
C	<p><u>BID SECURITY</u></p> <p>The Bidder shall furnish, as part of his bid, a security as specified in the tender advertisement.</p> <p>The bid security shall, at the bidder's option, be in the form of a certified cheque, bank draft, standby letter of credit or guarantee from a reputable bank located in Kenya or foreign bank which has been determined by the bidder to be acceptable to the Government. The format of the bank guarantee shall be in accordance with the sample forms of bid security included in the post qualification forms, other formats may be permitted, subject to the prior approval of the Government. Letters of credit, bank guarantees issued as surety for the bid shall be valid for a period of One Hundred and Twenty (120) days from the date of Tender Opening.</p> <p>The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damage arising from the execution of this contract at his own expense to the satisfaction of the "PROJECT MANAGER"</p>	
D	<p><u>AREA TO BE OCCUPIED BY THE CONTRACTOR</u></p> <p>The area of the site which may be occupied by the Contractor for use of storage and for the purpose of erecting workshops, etc., shall be defined on site by the "PROJECT MANAGER"</p>	
E	<p><u>ADJOINING PROPERTY</u></p> <p>Take all necessary precautions to prevent damage to adjoining property. Any damage occurring must be made good to the satisfaction of the "PROJECT MANAGER" and/or owner(s) of the adjoining property at the contractor's expense.</p>	

PROPOSED PAINT WORKS AND WATERPROOFING AT TEACHER SERVICE COMMISSION HEADQUATERS
BUILDING

	<i>Carried to Collection</i>	
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ITEM	DESCRIPTION	KSHS
A	<p><u>SANITATION OF THE WORKS</u></p> <p>The Sanitation of the works shall be arranged and maintained by the Contractor to the satisfaction of the Government and/or Local Authorities, Labour Department and the "PROJECT MANAGER"</p>	
B	<p><u>CLAIMS</u></p> <p>It shall be a condition of this contract that upon it becoming reasonably apparent to the Contractor that he has incurred losses and/or expenses due to any of the contract conditions, or by any other reason whatsoever, he shall present such claim or intent to claim notice to the "PROJECT MANAGER" within fourteen days after the event giving rise to the claim has first arisen. The claim shall be submitted within fourteen days thereafter. No claims shall be entertained if the contractor has not complied with these conditions.</p>	
C	<p><u>OFFICE FOR THE "PROJECT MANAGER"</u></p> <p>The contractor shall provide, erect and maintain where directed on site and afterwards dismantle the Site Office of the type noted in the particular preliminaries, complete with furniture. He shall also provide a strong metal trunk complete with strong hasp and staple fastening and two keys. He shall provide, erect maintain a lock-up pedestal type water or bucket closet for the sole use of the "ER" including making temporary connections to the drain where applicable to the satisfaction Government and Medical Officer of Health and pay the services of a 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 complete before the contractor is permitted to commence the works. The Contractor shall make available on site as and when required by the "PROJECT MANAGER" a modern and accurate level together with levelling staff, ranging rods and 50 metre metallic linen tape.</p>	
D	<p><u>PROGRESS CHART.</u></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 "Employer's Representative" and a further copy to be retained site. Progress to be recorded and chart to be amended as necessary as the work proceeds.</p>	

PROPOSED PAINT WORKS AND WATERPROOFING AT TEACHER SERVICE COMMISSION HEADQUATERS
BUILDING

	<i>Carried to Collection</i>	
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ITEM	DESCRIPTION	KSHS
A	<p><u>FIRM PRICE CONTRACT</u></p> <p>This is a <i>Firm price contract</i> and, therefore the tenderer shall not be reimbursed for any increases in the costs of materials and/or labour in the execution of the works except as provided under the fluctuations clause.</p>	
B	<p><u>PRICING RATES</u></p> <p>The tenderer shall include for all costs in executing the whole of the works, including supply of Materials, Labour, tools, equipment and site management, replacing damaged items, fixing, taxes, all to comply with the said Conditions of Contract.</p>	
C	<p><u>PAYMENTS</u></p> <p>The tenderer's attention is drawn to the fact that the Employer shall only pay for the work done all in accordance with Clause 23 of the Conditions of Contract Agreement. In order to facilitate this, a list of the general component elements for the works is given at the summary page of these specifications and the tenderer is requested to break down his tender sum commensurate to the said elements.</p>	
D	<p><u>URGENCY OF THE WORKS</u></p> <p>The Contractor is notified that these "works are urgent" and should be completed within the period stated in these Particular Preliminaries. The Contractor should allow for any costs he may incur by having to complete the works within the stipulated contract period.</p>	
E	<p><u>SIGN BOARD</u></p> <p>Allow for providing, erecting and maintaining throughout the course of the contract and afterwards clearing away a sign board in accordance with the details to be obtained from the "PROJECT MANAGER"</p>	
F	<p><u>VIEWING OF DRAWINGS</u></p> <p>Any tenderer interested in viewing the drawings related to this project before submission of the tenders may do so by contacting the "PROJECT MANAGER"</p>	
G	<p><u>USE OF SITE</u></p> <p>Do not use the site for any other purpose other than carrying out the works. Do not permit or display any advertisement without the consent of the "PROJECT MANAGER"</p>	
	<i>Carried to Collection</i>	

PROPOSED PAINT WORKS AND WATERPROOFING AT TEACHER SERVICE COMMISSION HEADQUATERS
BUILDING

ITEM	DESCRIPTION	KSHS
A	<p><u>V.A.T DEDUCTIONS</u></p> <p>The tenderer is advised that in accordance with Government public notice No. 35 &36 Dated 11th September 2003 operational from 1st October 2003, withholding VAT will be levied against the contract sum by the Employer and remitted to the Commissioner of VAT through all interim certificates. It should however be noted that this is not additional tax but a new mode of payment of VAT, any excess payment will be refundable once the Contractor has submitted monthly returns to the Commissioner of VAT who will do the refunds when satisfied that the VAT regulations have been complied with. NB: VAT SHALL be inclusive in all rates</p>	
B	<p><u>PLANT AND LABOUR RETURNS</u></p> <p>The Contractor shall prepare and deliver to the Architect or his representative detailed returns showing the number and category of his supervisors, numbers of the several classes of labour and plant employed on the works together with those of all his Sub – Contractors.</p> <p>The Contractor shall keep a visitors book on the site and shall ensure that the names of all visitors to the site are duly recorded.</p>	
C	<p><u>TRANSPORT TO AND FROM THE SITE</u></p> <p>The Contractor shall include in his tender price for the transport of materials, workmen, etc., to and from the site of the proposed works, at such hours and by such routes as are permitted by the competent Authorities.</p>	
D	<p><u>WATER FOR WORKS</u></p> <p>The Contractor shall provide at his own risk and cost all necessary arrangements for clean and fresh water for the works including that required by the Sub-contractors on site. He must provide for any temporary plumbing, meter, payment of all water bills, storage facilities and clear away after completion and make good works disturbed.</p> <p>No guarantee is given or implied that sufficient water will be available from the mains and the Contractor must make his own arrangements for augmenting this supply at his own cost as necessary. Nominated Subcontractors are to be made liable for the cost of any water used or any installation specially provided for their own use.</p>	
E	<p><u>LOCAL REGULATIONS AND BY – LAWS</u></p> <p>The Contractor is to comply with all local regulations and by – laws of the local Authority including serving of notices, paying of fees including all stamp charges.</p>	
	<p><i>Carried to Collection</i></p>	

PROPOSED PAINT WORKS AND WATERPROOFING AT TEACHER SERVICE COMMISSION HEADQUATERS
BUILDING

ITEM	DESCRIPTION	KSHS
A	<p><u>NEMA EIA REGULATION</u></p> <p>The Contractor's attention is drawn to Legal Notice No 121 of 2003 on the payment of EIA fees for any construction work, payable to the Authority at a rate 0.01 % of the project cost.</p>	
B	<p><u>NATIONAL CONSTRUCTION AUTHORITY (NCA) REGULATIONS</u></p> <p>The Contractor's attention is drawn to regulation No 25 of NCA on the payment of construction levy for any construction work whose construction Value exceed five Millions payable to the Authority at a rate 0.5 % of project cost.</p>	
C	<p><u>POLICE REGULATIONS</u></p> <p>The Contractor shall at all times observe police and traffic Regulations including those regarding the loading or unloading of or waiting vehicles on the Public Highways and the Contract Sum shall be deemed to include for strict compliance therewith.</p>	
D	<p><u>LIGHTING AND POWER FOR THE WORKS</u></p> <p>The Contractor shall provide at his own risk and cost the required electricity supply for the works including that required by Sub-Contractors and others on site, and pay all fees and obtain all permits in connection therewith. Nominated Sub-Contractors are to be made liable for the cost of any electrical power used and for any installations provided specifically for their own use.</p>	
E	<p><u>DAY WORKS</u></p> <p>The Project Manager may, if in his opinion deems it necessary or desirable, order in writing that any additional or substituted work shall be executed on a day work basis. The contractor shall then be paid for such work in accordance with day work rates and percentage additions to be agreed with the Project Quantity Surveyor.</p> <p>The contractor shall furnish to the Architect all receipts or vouchers as may be necessary to prove the amounts paid and before ordering materials shall submit to the Architect quotations for the same for his approval.</p> <p>The contractor shall furnish to the Architect all receipts or vouchers as may be necessary to prove the amounts paid and before ordering materials shall submit to the Architect quotations for the same for his approval.</p> <p>In respect of all works executed on a day work basis the contractor shall during the continuance of such works, deliver each day to the Project Manager a list in duplicate of names, occupation and time of all work men employed on such work and a statement also in duplicate showing the description and the quantity of all materials and plant used therein or thereof. (other than plant which is included in the percentage addition on net amount of wages) One copy of each list and statement will, if correct or when agreed, be signed by the Project Manager and returned to the Contractor.</p>	
	<p><i>Carried to Collection</i></p>	

PROPOSED PAINT WORKS AND WATERPROOFING AT TEACHER SERVICE COMMISSION HEADQUATERS
BUILDING

ITEM	DESCRIPTION	KSHS
A	<p><u>TELEPHONE</u></p> <p>A telephone will be provided on site by the contractor. He must allow for footing all bills incurred by him and the design team during the entire contract period.</p>	
B	<p><u>CONTRACTOR'S SUPERINTENDENT / SITE AGENT</u></p> <p>The Contractor shall constantly keep on the Works a literate English speaking agent or Representative, competent and experienced in the kind of work involved who shall give his whole experience in the kind of work involved and shall give his whole time to the superintendence of the works. Such Agent or Representative shall receive on behalf of the Contractor all directions and instructions from the Architect and such directions shall be deemed to have been given to the Contractor in accordance with the Conditions of Contract.</p>	
C	<p><u>LABOUR</u></p> <p>No labour may be housed on site with the exception of watchmen. The Contractor shall provide, erect and maintain satisfactory housing for the watchmen and shall remove the same on completion of the works. Unless the Project Manager otherwise agrees the Contractor is to recruit locally all his unskilled labour and as much as possible of his skilled labour.</p>	
D	<p><u>HOARDING</u></p> <p>The contractor shall enclose the site or part of the works under construction with a hoarding 2400 mm high consisting of iron sheets on 100 x 50 mm timber posts firmly secured at 1800 mm centres with two 75 x 50 mm timber rails. The 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><u>PROTECTION OF THE WORKS</u></p> <p>The Contractor shall protect or cover-up all finished work liable to damage including provision of temporary roofs, gutters, drain etc. during the progress of the works and until the completion of the works. Any damage occurring to the works, materials, drains, paths or other works due to weather or want of protection during the progress of the works shall be made good by the Contractor at no extra cost.</p>	
F	<p><u>CONCRETE CUBE TESTS</u></p> <p>The Contractor shall allow for the cost of preparing, delivery and testing of concrete samples required by the Engineers and shall obtain test Certificates of concrete test tubes, each cube size 150 x 150 x 150 mm or such other size as may be directed by the Engineer.</p> <p>A set of 3No x 50 Tests @= Kshs.....</p>	
	<p><i>Carried to Collection</i></p>	

PROPOSED PAINT WORKS AND WATERPROOFING AT TEACHER SERVICE COMMISSION HEADQUARTERS
BUILDING

ITEM	DESCRIPTION	KSHS
A	<p><u>PROGRAMME / PROGRESS CHART</u></p> <p>Within seven (7) days of signing the Contract, the Contractor shall prepare a full detailed programme and progress chart in the form of bar chart, precedence diagram or network analysis showing completion dates of various sections of work and resource requirement to the approval of the Project Manager.</p> <p>If the Contractor proposes sectional completion of the works he must plan this detail including access roads and services and this programme shall be reflected on the chart. Upon letting of the Sub-contract works the Contractor shall incorporate times and details of each Sub-contractor's work – which information is to be agreed with the Sub-contractor concerned and the chart shall be so designed to accommodate this information.</p> <p>At the end of each week the Contractor shall mark on the chart in a different colour the actual time taken to complete the respective stages and section of the works. The Contractor shall also show upon the chart the anticipated weekly labour strength required, divided into laborers and craft men, and shall similarly mark up the actual numbers employed.</p> <p>The Contractor shall supply approved copies of the chart to the Project Manager.</p> <p>The Contractor shall liaise with the Project Manager, Nominated Subcontractors and Nominated Suppliers to ensure that Contract Completion date remains unchanged.</p>	
B	<p><u>TRAINING LEVY</u></p> <p>The Contractor's attention is drawn to legal Notice No. 237 of October, 1971, (or such subsequent edition as may be current) together with the latest amendments (if any) which requires payment by the Contractor of a Training Levy at the rate of ¼% (one quarter per cent) of the Contract Sum on all Contracts of more than Ksh. 50,000.00 in value and his tender must include for all costs arising or resulting therefrom. Proof of Payment of this levy will be required.</p>	
C	<p><u>VALUE ADDED TAX</u></p> <p>The Contractor's attention is drawn to the Provisions of the Finance Bill, 1999 which requires payment by the Contractor of Value Added Tax (VAT) on construction services rendered. The Contractor will included VAT in his rates</p>	
	<i>Carried to Collection</i>	

PROPOSED PAINT WORKS AND WATERPROOFING AT TEACHER SERVICE COMMISSION HEADQUARTERS
BUILDING

ITEM	DESCRIPTION	KSHS
A	<p><u>WITHHOLDING TAX ON CONSULTANCY, AGENCY FEES AND CONTRACTUAL PAYMENTS SECTION 35 (3) (f) (i) (ii)</u></p> <p>The Contractor's attention is drawn to the Kenya Revenue Authority (K.R.A.) Public and any other amendments thereafter Notice notifying the Tax paying public that with effect from 1st July, 2000, 2 % withholding tax is applicable to all payments made to resident's persons in respect of Consultancy, Agency or Contractual Payments as follows;</p> <p>To individual's recipients without a registered business name or without a Personal Identification Number (PIN) if the amount is Kshs. 24,000 or more per month</p> <p>The recipient is a person working under a registered business name of having a Personal Identification Number (PIN) if the amount is Kshs. 200,000.00 or more in a month In this case the payer should advise the commissioner of Income Tax of payments paid in writing immediately.</p>	
B	<p><u>STANDARD LEVY</u></p> <p>The Contractor's attention is drawn to Legal Notice No. 267 of 1990 (or such subsequent edition as may be current) together with the latest amendments (if any), which requires payment by all Contractor's Standards levy at the rate of 1/5% (one fifth per cent) of the ex-factory price in respect of manufacture during this each month subsequent to a ceiling of Ksh. 200,000.00 per Annum. The tenderer must allow for all cost arising or resulting therefrom. Proof of Payment of this levy will be required</p>	
C	<p><u>SAFETY</u></p> <p>The Contractor shall comply all times with the requirements of the Factory Act (Cap 514), Building Construction Rules, Supplement 18, Legal Notice No. 40 dated 5th April, 1984 to ensure that the safety of his workpeople and authorized visitors to the site is protected at all times. In particular, there shall be proper provision of planked footways and guardrails scaffolding, etc., protection against falling materials and tools and the site shall be kept tidy and clear of dangerous rubbish. The Contractor shall appoint a Safety Officer as required by the Factory Act and notify the Factory inspector of his name. The safety officer shall be on site at all times and all directions given by the Architect to the safety officer shall be deemed to be Architect's instructions, and shall be complied with promptly without additional cost to the Contract.</p>	
	<i>Carried to Collection</i>	

PROPOSED PAINT WORKS AND WATERPROOFING AT TEACHER SERVICE COMMISSION HEADQUARTERS
BUILDING

ITEM	DESCRIPTION	KSHS
A	<p><u>PROTECTIVE CLOTHING</u></p> <p>The Contractor shall provide all protective or any other special clothing or equipment for his employees that may be necessary. This shall include, inter-alia, safety helmets, gloves, goggles, earmuffs, gum boots, overall etc., according to the type of work. The Contractor shall ensure that safety helmets are worn by all Staff on site at all times.</p>	
B	<p><u>PROPRIETARY MATERIALS</u></p> <p>Where proprietary materials are specified here-in-after, the Contractor may propose the use of materials of other manufacture but of equal quality for approval by the Project Manager. All materials and goods where specified to be obtained from a particular manufacturer or supplier are to be used in accordance with their instructions.</p>	
C	<p><u>STANDARD FORMS</u></p> <p>Any tender with standard forms not filled as appropriate will be treated as non-responsive.</p>	
D	<p><u>TENDER VALIDITY</u></p> <p>Clause 3.6 of the Instructions to Tenderers has been amended to read: Tenders shall remain valid for a period of One Hundred and Twenty (120) days from the date of Tender Opening. The Commission may also extend the tender validity period for a maximum of 30 days</p> <p>All Tenderers are advised to note this amendment when filling the Form of Tender" with a tender validity of 150 days.</p>	
	<p><i>Carried to Collection</i></p>	

PROPOSED PAINT WORKS AND WATERPROOFING AT TEACHER SERVICE COMMISSION HEADQUATERS

BUILDING

ITEM	DESCRIPTION	KSHS
	<u>PROJECT MANAGEMENT EXPENSES</u>	
A	Provide a provisional sum of Kenya Shillings Two Hundred Thousand (Kshs.200,000/=) only for the Project Management team Allowances for site visits, inspections, transport, airtime and stationery.	200,000.00
B	Allow for Contractor's profits and overheads on A above.(...%)	20,000.00
C	Provide a provisional sum of Kenya Shillings One Hundred Thousand (Kshs.100,000/=) only for Clerk of Works expenses.	100,000.00
D	Allow for Contractor's profits and overheads on C above.(...%)	10,000.00
	<i>Carried to Collection</i>	330,000.00

ITEM	DESCRIPTION	KSHS
	<p><u>PARTICULARS OF INSERTIONS TO BE MADE IN APPENDIX TO CONTRACT AGREEMENT</u></p> <p>The following are the insertions to be made in the appendix to the Contract Agreement: -</p> <p>Period of Final Measurement 3 Months from Practical completion</p> <p>Defects Liability Period 3 Months from practical completion</p> <p>Date for Possession To be agreed with the Project Manager</p> <p>Date for Completion 8 <i>Weeks</i> from date of Possession</p> <p>Liquidated and Ascertained at the rate of <i>Kshs.5,000.00</i> per week or part thereof</p> <p>Prime Cost Sums for which the Contractor desires to tender for.....</p> <p>Period of Interim Certificates: <i>Monthly</i></p> <p>Minimum amount of interim certificates:</p> <p>Period of Honouring Certificates: <i>60 days</i></p> <p>Percentage of Certified Value Retained: <i>10%</i></p> <p>Limit of Retention Fund: <i>10%</i></p>	
	<i>Carried to Collection</i>	

PROPOSED PAINT WORKS AND WATERPROOFING AT TEACHER SERVICE COMMISSION HEADQUARTERS

BUILDING

ITEM	DESCRIPTION	KSHS
	<u>COLLECTION</u>	
	Brought Forward from page PP/1	-
	Brought Forward from page PP/2	-
	Brought Forward from page PP/3	-
	Brought Forward from page PP/4	-
	Brought Forward from page PP/5	-
	Brought Forward from page PP/6	-
	Brought Forward from page PP/7	-
	Brought Forward from page PP/8	-
	Brought Forward from page PP/9	-
	Brought Forward from page PP/10	25,000.00
	Brought Forward from page PP/11	-
	Brought Forward from page PP/12	20,000.00
	Brought Forward from page PP/13 Brought Forward from page PP/14	330,000.00
	PARTICULAR PRELIMINARIES TOTAL CARRIED TO GRAND SUMMARY	375,000.00

PROPOSED PAINT WORKS AND WATERPROOFING AT TEACHER SERVICE COMMISSION HEADQUATERS
BUILDING

GENERAL PRELIMINARIES

PROPOSED PAINT WORKS AND WATERPROOFING AT TEACHER SERVICE COMMISSION HEADQUATERS
BUILDING

ITEM	DESCRIPTION	AMOUNT
	<u>GENERAL PRELIMINARIES</u>	
A	<p><u>PRICING OF ITEMS OF PRELIMINARIES</u></p> <p>Preliminaries to the contract are mandatory conditions and responsibilities the contractor is required to fulfill for the complete and proper execution of the contract. The contractor is advised to read and understand all his obligations under preliminaries. Should he find that fulfillment of any of the items will lead to him incurring any cost not covered under measured works he shall price such works accordingly otherwise failure to price any item will be construed to mean that the tenderer has included it in other priced items in the bills of quantities.</p>	
B	<p><u>SUPERVISION AND WORKING HOURS</u></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 sub-Contractors or other places where work is being prepared for the contract. The working hours shall be those generally worked by good employers in the in the Building and Civil Engineering trades in Kenya. No work shall be carried out at night or on gazetted holidays unless the "PROJECT MANAGER" shall so direct. No work shall be covered up nor shall any concreting be carried out in the in the absence of the Clerk of Works without prior approval of the "PROJECT MANAGER" in writing.</p>	
C	<p><u>SITE</u></p> <p>The term "the Site" wherever used hereinafter and in all Contract Documents shall mean the lands and other places on, under or through which the works are to be executed or carried out and any other lands or places provided by the Employer for the purpose of the Contract. The Contractor is advised to visit the site and will be deemed to have acquainted himself with regard to the nature and position, means of access, risk of injury or damage to existing property, conditions undeunder which the work will have to be carried out, the supply of and conditions affecting labour and the facilities for obtaining the articles of materials referred to in these Bills of Quantities. No claim by the Contractor will be allowed on the grounds of any such matter or otherwise. The Contractor must obtain the approval of the Architect regarding the use of any materials found on site.</p>	
	<i>Carried to Collection</i>	

PROPOSED PAINT WORKS AND WATERPROOFING AT TEACHER SERVICE COMMISSION HEADQUATERS
BUILDING

ITEM	DESCRIPTION	AMOUNT
A	<p><u>INSURANCE</u></p> <p>The Contractor shall insure as required in Condition No.15 of the Conditions of contract. No payment on account of the work executed will be made to the Contractor until he has satisfied the "PROJECT MANAGER" either by production of an insurance Policy or and Insurance Certificate that the provision of the foregoing Insurance Clause have been complied with in all respects. Thereafter the "PROJECT MANAGER" shall from time to time ascertain that the premiums are duly paid up by the Contractor, who, if called upon to do so, shall produce receipted premium renewals for the "PROJECT MANAGER" inspection.</p>	
B	<p><u>PAYMENT FOR MATERIALS ON SITE</u></p> <p>All materials for incorporation in the works must be stored on site before payment is effected, unless specifically exempted by the Project Manager. This is to include materials of the Contractor, nominated sub-Contractors and nominated suppliers.</p>	
C	<p><u>QUALITY OF THE WORKS</u></p> <p>The works should be of high quality and the contractor will be required to make samples of the work to be executed for approval by the PM before he commences the carrying out of the works. The contractor should allow for sample works in his rates accordingly. In case a sample does not meet the standards set by the PM, the contractor shall be expected to make another sample at his cost until it is approved by the PM.</p>	
D	<p><u>SAMPLES</u></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 required by the "PROJECT MANAGER" for his approval or rejection and any other samples in case of rejection until such samples are approved by the "PROJECT MANAGER" and he may reject any materials or workmanship not in his opinion to be up to the approved samples. The "PROJECT MANAGER" shall arrange for the testing of such materials as he may at his discretion deem desirable, but the testing shall be made at the expense of the Contractor and not at the expense of the "PROJECT MANAGER". The Contractor shall pay for the testing in accordance with the current scale of testing charges laid down by the Ministry of Roads Public Works & Housing. The procedure for submitting samples of materials for testing and the method of marking for identification shall be as laid down by the "PROJECT MANAGER". The Contractor shall allow in his tender for such samples and tests except those in connection with nominated sub-contractors' work</p>	
	<i>Carried to Collection</i>	

PROPOSED PAINT WORKS AND WATERPROOFING AT TEACHER SERVICE COMMISSION HEADQUATERS
BUILDING

ITEM	DESCRIPTION	AMOUNT
A	<p><u>EXISTING SERVICES</u></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 shall make whatever provisions may be required by the authorities concerned for the support, maintenance and protection of such services.</p>	
B	<p><u>PREVENTION OF ACCIDENT, DAMAGE OR LOSS</u></p> <p>The Contractor is notified that these works are to be carried out on a site where the Client is going on with other normal activities. The Contractor is instructed to take reasonable care in the execution of the works as to prevent accidents, damage or loss and disruption of normal activities being carried out by the Client. The Contractor shall allow in his rates any expense he deems necessary by taking such care within the site.</p>	
C	<p><u>SECURITY OF WORKS ETC.</u></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 the protection of the public.</p>	
D	<p><u>ACCESS TO SITE AND TEMPORARY ROADS.</u></p> <p>Means of access to the Site shall be agreed with the "PROJECT MANAGER" prior to commencement of the work and the Contractor must allow for building any necessary temporary access roads for the transport of the materials, plant and workmen as may be required for the complete execution of the works including the provision of temporary culverts, crossings, bridges, or any other means of gaining access to the Site. Upon completion of the works, the Contractor shall remove such temporary access roads; temporary culverts, bridges, etc., and make good and reinstate all works and surfaces disturbed to the satisfaction of the "PROJECT MANAGER"</p>	
E	<p><u>CLEARING AWAY</u></p> <p>The Contractor shall remove all temporary works, rubbish, debris and surplus materials from the site as they accumulate and upon completion of the works, remove and clear away all plant, equipment, rubbish, unused works and stains and leave in a clean and tidy state to the reasonable satisfaction of the "PROJECT MANAGER"</p>	

PROPOSED PAINT WORKS AND WATERPROOFING AT TEACHER SERVICE COMMISSION HEADQUATERS
BUILDING

	<i>Carried to Collection</i>	
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ITEM	DESCRIPTION	AMOUNT
A	<p><u>WORKS TO BE DELIVERED UP CLEAN</u></p> <p>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 metalwork and leave the whole of the buildings watertight, clean, perfect and fit for occupation to the approval of the "PROJECT MANAGER."</p>	
B	<p><u>EXCEPTION TO THE STANDARD METHOD OF MEASUREMENT</u></p> <p><u>Attendance</u> Clause B19(a) of the Standard Method of Measurement is and the following clause is substituted: -</p> <p>Attendance on nominated Sub-Contractors shall be given as an item in and shall be deemed to include: allowing use of standing scaffolding, mess rooms, sanitary conditions and welfare facilities; provision of special scaffolding where necessary, 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 and the like necessary for the execution and testing of Sub- Contractors' work and being responsible for the accuracy of the same.</p> <p><u>Fix Only: -</u></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>	
C	<p><u>ALTERATIONS TO BILLS, PRICING, ETC.</u></p> <p>Any unauthorized 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 Bills of Quantities. All items 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>	
	<i>Carried to Collection</i>	

PROPOSED PAINT WORKS AND WATERPROOFING AT TEACHER SERVICE COMMISSION HEADQUARTERS
BUILDING

ITEM	DESCRIPTION	AMOUNT
A	<p><u>PROVISIONAL SUMS.</u></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 Measurements. Such sums are net and no addition shall be made to them for profit.</p>	
B	<p><u>PRIME COST (OR P.C.) SUMS.</u></p> <p>The term "Prime Cost Sum" or "P.C. Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7 (ii) of the Standard Method of Measurements. Persons or firms nominated by the "PROJECT MANAGER" to execute work or to provide and fix materials or goods as stated in Condition No. 8 of the Conditions of Contract are described herein as Nominated Sub-Contractors. Persons or firms so nominated to supply goods or materials are described herein as Nominated Suppliers.</p>	
C	<p><u>ADJUSTMENT OF P.C. SUMS.</u></p> <p>In the final account all P.C. Sums shall be deducted and the amount properly expended upon the P.M's order in respect of each of them added to the Contract sum. The Contractor shall provide 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 prorata 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 Sub-Contractor.</p>	

PROPOSED PAINT WORKS AND WATERPROOFING AT TEACHER SERVICE COMMISSION HEADQUATERS
BUILDING

D	<p><u>ADJUSTMENT OF PROVISIONAL SUMS.</u></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 MANAGERS" order added to the contract Sum. Such work shall be valued as described for variations in condition No. 22 of the conditions of Contract, but should any part of the contract be executed by a nominated Sub-Contractor, or any articles for the Work be supplied by a Nominated Supplier, the value of such work or articles shall be treated as P.C. P.C. Sum and profit and attendance comparable to that contained in the priced Bills of Quantities for similar items added.</p>	
	<p><i>Carried to Collection</i></p>	

ITEM	DESCRIPTION	AMOUNT
A	<p><u>PROVISIONAL WORK</u></p> <p>All work described as "Provisional" in these Bills of Quantities is subject to re-measurement in order to ascertain the actual quantity executed for which payment will be made. All "Provisional" and other work liable to adjustment under this contract shall be left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the "PROJECT MANAGER" Immediately the work is ready for measuring, the Contractor shall give notice to the "PROJECT MANAGER" If the Contractor makes default in these respects he shall, if the "PROJECT MANAGER" so directs, uncover the work to enable all measurements to be taken and afterwards reinstate at his own expense.</p>	
B	<p><u>NOMINATED SUB-CONTRACTORS</u></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 8 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>	

PROPOSED PAINT WORKS AND WATERPROOFING AT TEACHER SERVICE COMMISSION HEADQUATERS
BUILDING

C	<p><u>NOMINATED SUPPLIERS</u></p> <p>The cost of "fix only" materials to be obtained from Nominated Suppliers which are covered by Prime Cost or Provisional Sums shall include for taking delivery where directed, checking with invoices or idents, reporting and claiming damages for shortages and damaged goods, defraying demurrage, signing for as having been received in good order, transporting, unloading, storing, covering and protecting until the time of fixing, unpacking, replacing anything lost or damaged, sorting, assembling, hoisting to required levels and fixing as described.</p> <p>Before placing any orders with Nominated Sub-Contractors or Nominated Suppliers the Contractor must ascertain that the terms and conditions of the quotations and the dates of delivery of materials or execution of works comply with the terms of Contract and the Progress Schedule.</p>	
D	<p><u>DIRECT CONTRACTS</u></p> <p>Notwithstanding the foregoing conditions, the Government reserves the right to place a "Direct Contract" for any goods or services required in the works which are covered by a P.C. Sum in the Bills of Quantities and to pay for the same direct. In the 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>	
	<i>Carried to Collection</i>	

ITEM	DESCRIPTION	AMOUNT
A	<p><u>ATTENDANCE UPON OTHER TRADESMEN, ETC.</u></p> <p>The Contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this Contract every facility for carrying out their work and also for use of his ordinary scaffolding. The Contractor, however, shall not be required to erect any special scaffolding for them. The Contractor shall perform such cutting away for and making good after the work of such tradesmen or persons as may be ordered by the "PROJECT MANAGER" and the work will be and measured and paid for to the extent executed at rates provided in these bills.</p>	
B	<p><u>GENERAL SPECIFICATION.</u></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 Roads and Public Works General Specification dated 1976 or any subsequent revision thereof which is issued as a separate document, and which shall be followed in all respects unless it conflicts with the General Preliminaries, Trade Preambles or other items in these Bills of Quantities.</p>	

PROPOSED PAINT WORKS AND WATERPROOFING AT TEACHER SERVICE COMMISSION HEADQUARTERS
BUILDING

C	<p><u>PLANT, TOOLS AND VEHICLES</u></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 Subcontractors as described herein. No timber used for formwork, scaffolding or temporary works of any kind shall be used afterwards in the permanent work.</p>	
D	<p><u>MATERIALS AND WORKMANSHIP</u></p> <p>All materials and workmanship used in the execution of the works shall be of the best quality and description unless otherwise described. Any materials condemned by the Architect shall be immediately removed from site at the Contractor's expense. The standard of workmanship shall not be inferior to the current British codes of practice and / or equivalent Kenya Building Standards. No materials for use in the permanent construction are to be used for any temporary or other purpose other than that for which they are provided.</p>	
	<i>Carried to Collection</i>	

ITEM	DESCRIPTION	AMOUNT
A	<p><u>MATERIALS ON SITE</u></p> <p>All materials for incorporation in the works must be stored on or adjacent to the site before payment is effected unless specifically exempted by the "PROJECT MANAGER". This is to include the materials of Main Contractor, and Nominated Sub-Contractors Suppliers.</p>	
B	<p><u>MATERIALS ARISING FROM EXCAVATIONS</u></p> <p>Materials of any kind obtained from the excavations shall be the property of the Government Unless the "PROJECT MANAGER "directs otherwise such materials shall be dealt with as provided in the Contract. Such materials shall only be used in the works, in substitution of materials which the Contractor would otherwise have had to supply with the written permission of the "PROJECT MANAGER". Should such permission be given, the Contractor shall make due allowance for the value of the materials so used at a price to be agreed.</p>	
C	<p><u>SIGN FOR MATERIALS SUPPLIED.</u></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 delivery thereof, as having received them in good order and condition, and will thereafter be responsible for any loss or damage and 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>	

PROPOSED PAINT WORKS AND WATERPROOFING AT TEACHER SERVICE COMMISSION HEADQUATERS

BUILDING

D	<p><u>STORAGE OF MATERIALS</u></p> <p>The Contractor shall provide at his own risk and cost where directed on the site weatherproof lockup sheds for the safe storage and custody of materials for the works and for the use of workmen engaged thereon and shall remove such 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>	
E	<p><u>MATERIALS FROM DEMOLITIONS</u></p> <p>Any materials from demolitions and not re-used shall become the property of the Client/User. The Contractor shall allow in his rates for the cost of transporting, storing and securing the materials on site as directed by the "PROJECT MANAGER"</p>	
	<i>Carried to Collection</i>	

ITEM	DESCRIPTION	AMOUNT
A	<p><u>SITE LEVELS AND SETTING OUT</u></p> <p>Before commencing the work the Contractor must arrange for and agree with the Employer's Representatives the existing site levels and similarly establish and agree a bench mark.</p> <p>The Contractor shall set out the Works in accordance with the dimension and levels shown on the drawings and shall be responsible for the correctness of all dimensions and levels so set out by him and will be required to amend all errors arising from inaccurate setting out cost and expense. In the event of any error or discrepancies these shall be reported to by the Architect for his immediate attention.</p> <p>No work shall be commenced by the Contractor until he has received written instruction from the Architect to adjust such discrepancies which may be proved. Upon receipt of such instructions the Contractor shall thereupon be responsible for adjustments necessary. No claim for extra expense or relief from the Provisions of Clause 5 of the Conditions of Contract based on any discrepancy or error in the dimensions or levels shown on the Drawings may be made thereafter.</p> <p>Before any work is commenced by Sub-Contractors or specialist firms, dimensions must be checked on the site and . or building and agreed with the Contractor irrespective of the comparable dimensions shown on the drawings. The Contractor shall be responsible for the accuracy of such dimensions.</p>	

PROPOSED PAINT WORKS AND WATERPROOFING AT TEACHER SERVICE COMMISSION HEADQUATERS
BUILDING

B	<p><u>LABOUR REGULATIONS & FAIRWAGES</u></p> <p>The Contractor shall comply with the Regulation of Wages and Conditions of Employment Act and pay wages and other emoluments and observe working hours and Conditions of Labour not less favourable than the minimum remuneration and conditions of employment applicable in the district in which the work is carried out.</p> <p>These regulations must be conveniently displayed at all times during the execution of the Contract for the information of employees in all places used for the execution of the Contract.</p> <p>The Contractor shall furnish to the Architect if called upon to do so such particulars of the rates of wages, hours, and conditions of labour referred to above.</p> <p>The Contractor shall recognize the freedom of employees to belong to Trade Unions and maintain daily records in English of time worked and wages paid to individual employees.</p> <p>The Contractor shall be responsible for compliance by Sub - Contractors employed in the execution of the Contract with the aforementioned labour regulations.</p> <p>Should a claim be made to the Architect alleging the Contractor's default in payment of fair wages of any workman employed on the Contract and if satisfactory proof thereof is furnished to the Architect by the Department responsible for labour for the time being, the Architect may, failing payment by the Contractor, pay the Claim out of any monies due or which may become due to the Contractor under the Contract</p>	
	<i>Carried to Collection</i>	

ITEM	DESCRIPTION	AMOUNT
A	<p><u>SAFETY, HEALTH AND WELFARE OF WORK FORCE</u></p> <p>The contractor shall allow for providing for safety, health and welfare of work people and for complying with any relevant ordinances regulations or union agreements</p>	
B	<p><u>NATIONAL INSURANCE AND PENSION FUND</u></p> <p>The contractor shall allow for making any National Insurance or Social Security Fund or payments due in respect of his work force</p>	
C	<p><u>HOLIDAYS AND TRANSPORT FOR WORK FORCE</u></p> <p>The contractor shall allow for holiday and transport for work people and of complying with any relevant Ordinances Regulations or Union agreements.</p>	

PROPOSED PAINT WORKS AND WATERPROOFING AT TEACHER SERVICE COMMISSION HEADQUATERS
BUILDING

D	<p><u>OVERTIME</u></p> <p>The Contractor shall be responsible for any extra costs for overtime arrangements he may consider necessary in order to complete the works within the Contract time unless otherwise instructed by the Architect.</p> <p>For any overtime worked in accordance with written instructions by the Architect, the Contractor shall be reimbursed in respect of such overtime to the extent only of the additional net cost of unproductive time payable over and above the basic hourly rates as Act, Building and construction Industry Wages Council and shall exclude any bonuses, profits and overheads.</p>	
E	<p><u>DISTURBANCE OR NUISANCE</u></p> <p>The Contractor shall allow for taking all necessary precautions in the order of execution of the works so as to avoid causing disturbance or nuisance to the occupants or any existing buildings on or adjacent to the works and to the public and for complying with the Architect instructions in this respect.</p>	
F	<p><u>INTERRUPTION OF WORK</u></p> <p>The Contractor is to allow hereinafter for all cost incurred by the interruption of work due to public parades, professions and the like.</p>	
G	<p><u>BLASTING OPERATIONS</u></p> <p>Blasting will only be allowed with the express permission of the Architect in writing. All blasting operations shall be carried out at the Contractor's sole risk and cost in accordance with any Government regulations in force for the time being, and any special regulations laid down by the Architect governing the use and storage of explosives.</p>	
	<i>Carried to Collection</i>	

ITEM	DESCRIPTION	AMOUNT
	<p><u>COLLECTION</u></p> <p>Brought Forward from page GP/1</p> <p>Brought Forward from page GP/2</p>	
	Brought Forward from page GP/3	

PROPOSED PAINT WORKS AND WATERPROOFING AT TEACHER SERVICE COMMISSION HEADQUATERS
BUILDING

	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/11	
	TOTAL GENERAL PRELIMINARIES CARRIED TO GRAND SUMMARY	

RENOVATIONSWORKS

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p><u>ELEMENT NO. 1</u></p> <p><u>Ground floor to 3rd floor</u></p> <p><u>EXTERNAL PAINT WORKS</u></p> <p><u>Walls</u></p>				
A	Carefully Clean existing wall master to remove dust for new wall master application (ms)	4,612	SM		
B	<p><u>Prepare and apply 12mm Thick wall master to plastered walls</u></p> <p>External walls</p>	4,612	SM		
C	<p><u>Floor</u></p> <p>Supply and install broken 20mm thick granite floor tiles on the main entrance to suit the existing</p>	20	SM		
D	<p><u>Windows</u></p> <p>Re-fix non-operational aluminum windows by straightening bended aluminum frames and riveting the window tight to suit the existing</p>	20	No		
	TOTAL FOR GROUND FLOOR TO THIRD FLOOR CARRIED TO SUMMARY				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p><u>Fourth floor to Eighth floor</u></p> <p><u>EXTERNAL PAINT WORKS</u></p> <p><u>Walls</u></p>				
A	Carefully Clean existing wall master to remove dust for new wall master application (ms)	1,748	SM		
B	<p><u>Prepare and apply 12mm Thick wall master to plastered walls</u></p> <p>External walls</p>	1,748	SM		
	TOTAL FOR FORTH FLOOR TO EIGHTH FLOOR CARRIED TO SUMMARY				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p><u>PERIMETER WALL</u></p> <p><u>PAINT WORKS</u></p> <p><u>Walls</u></p>				
A	Carefully wire brush existing paint on the wall for application of new paint (ms)	1,632	SM		
B	Carefully wire brush existing paint on metal grills on the perimeter wall, balcony and gates to allow application of new paint (ms)	1,038	SM		
C	<p><u>Prepare and apply three coats first grade plastic emulsion paint to:</u></p> <p>Rendered walls</p>	1,632	SM		
D	<p><u>Prepare and apply One coat gloss oil paint to surfaces of metal</u></p> <p>Grilled surfaces; both sides (measured gross)</p>	1,038	SM		
E	Allow provisional sum of Fifty Thousand Only (50,000.00) for welding damaged grills to suit the existing		Item		

	TOTAL FOR PERIMETER WALL CARRIED TO SUMMARY				
--	--	--	--	--	--

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>EXTERNAL WORKS</u>				
A	Carefully wire brush existing paint on the kerbs , parking area and drive way for application of new paint (ms)	406	LM		
B	Prepare and apply one coat of approved road marking paint (Yellow and Black) on the Kerbs, parking areas and drive ways as directed by the project manager	406	LM		
C	Allow provisional sum of Two Hundred Thousand only (Ksh 200,00.00) for repair of storm water drainage system.		Item		
	TOTAL FOR EXTERNAL WORKS CARRIED TO SUMMARY				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>WATER PROOFING AND PAINTING</u>				
A	<u>Water Proofing</u> Sirrah P GR 5kg/sm- App bituminous membrane or other equally approved waterproofing membrane including 3 coats reflective paint 196	112	SM		
B	<u>Floor finishes</u> <u>Cement and sand (1:4) screeding with approved intergral dust proofing additive wood floated</u> 30mm thick screed prepared to receive water proofing (m/s)	82	SM		
C	400 x 50mm wide precast concrete coping, weathered and throated, jointed in c/s 1:3 mix.	82	SM		
	<u>Painting and Decorations</u> <u>Prepare, prime and apply three coats of premium quality gloss paint to:</u>				
D	13mm thick 2No. Coatwork to walls; internal	585	SM		
E	Allow for skimming	585	SM		
F	Ditto ceiling	198	SM		

	TOTAL CARRIED TO COLLECTION				
--	------------------------------------	--	--	--	--

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p><u>INTERNAL PLUMBING</u> Supply, deliver and install Polypropylene Random (PP-R) 20 pipework to DIN 8077 with joints, couplings, reducers, tees, adaptors, pipe fixing clips etc all to DIN 16962 and DIN 16928. Pipe jointing shall be by polyfusion or use of electric coupling. Where pipework is not chased proper anchoring using approved fixtures shall be done. No pipework shall be left exposed to the sun. Rates must allow for all Metal/plastic threaded adaptors where required for the connection of sanitary fixtures, valves, sockets, sliding and fixed joints, support raceways, isolating sheaths, elastic materials, expansion arms and bends, crossovers, couplings, clippings, connectors, joints etc. as required in the running lengths of pipework and also where necessary, for pipe fixing clips, holder bats plugged and screwed for the proper and satisfactory functioning of the system. PPR PIPES</p>				
A	25mm dia. Pipe cased in walls/floors and in ducts Extra-over 90° Bend	18	Lm		
B	25mm diameter bend Equal Tees	4	No.		
C	25mm diameter equal tee Reducers	2	No.		
D	25x20mm diameter reducer Sockets	2	No.		
E	20mm diameter Unions	2	No.		
F	25mm diameter Adaptors	2	No.		
G	25mm diameter Gate valve	2	No.		
H	25mm diameter	2	No.		
	TOTAL CARRIED TO COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p><u>COLLECTIONS</u></p> <p>Brought forward from page TSC/5</p>				
	<p>Brought forward from page TSC/6</p>				
	<p>TOTAL FOR CARRIED TO SUMMARY</p>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>SECTION SUMMARY</u>				
A	GROUND FLOOR TO THIRD FLOOR.....	TSC/1			
B	FORTH FLOOR TO EIGHT FLOOR.....	TSC/2			
C	PERIMETER WALL	TSC/3			
D	EXTERNAL WORKS.....	TSC/4			
E	WATER PROOF.....	TSC/7			
	TOTAL FOR RENOVATIONS CARRIED TO GRAND SUMMARY				

PROVISIONAL SUMS

PROPOSED PAINT WORKS AND WATERPROOFING AT TEACHER SERVICE COMMISSION HEADQUATERS BUILDING

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p><u>PROVISIONAL SUMS</u></p> <p><u>The following provisional items are to be measured on completion of the works and priced in accordance with rates contained in these Bills of Quantities or pro-rata thereto or deducted in whole if not required.</u></p> <p><u>Contingencies</u></p>				
A	Allow Provisional Sum of Kshs. Five Hundred Thousand (KSHS. 500,000.00) only for Contingencies		ITEM		
	Total Provisional Sums carried to Grand Summary PS/1				

GRAND SUMMARY

PROPOSED PAINT WORKS AND WATERPROOFING AT TEACHER SERVICE COMMISSION HEADQUATERS BUILDING

ITEM	DESCRIPTION	CONTRACTOR'S USE ONLY	OFFICIAL USE ONLY
		AMOUNT KSHS	AMOUNT KSHS
1	Particular Preliminaries from page PP/15		
2	General Preliminaries from page GP/11		
3	Renovation works from page TSC/7		
4	Provisional Sums from page PS/1		
TOTAL COST OF RENOVATIONS CARRIED TO FORM OF TENDER (Inclusive of VAT)			

GRAND SUMMARY

Amount in words. Kenya shillings.....
Cents.....

Tenderer's signature and stamp.....

Address.....

Date.....

Witness's name.....

Signature:.....

Address:

Date:

SECTION IV - TENDERING FORMS

QUALIFICATION FORMS

1. FOREIGN TENDERERS 40% RULE

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

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

2. **FORMEQU: 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	

3. FORM PER -1

Contractor's Representative and Key Personnel Schedule

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

Contractor' Representative and Key Personnel

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

4. FORM PER - 2:

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

Name of Tenderer

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

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

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

Declaration

I, the 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): _____

5. TENDERERS QUALIFICATION WITHOUT PREQUALIFICATION

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

51 FORM ELI -1.1 Tenderer

InformationForm

Date: _____

ITT No. and title: _____

Tenderer's name
In case of Joint Venture (JV), name of each member:
Tenderer's actual or intended country of registration: <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 Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 3.6 <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.5 <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 3.8, documents establishing: <ul style="list-style-type: none">• Legal and financial autonomy• Operation under commercial law<ol style="list-style-type: none">1. Establishing that the Tenderer is not under the supervision of the Procuring Entity2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

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: _____
<p>1. Attached are copies of original documents of</p> <p><input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 3.6.</p> <p><input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 3.5.</p> <p>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</p>

Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
Contract non-performance did not occur since 1 st January [insert year] specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.			
Contract(s) not performed since 1 st January [insert year] specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
Contract(s) withdrawn since 1 st January [insert year] specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)
[insert year]	[insert amount and percentage]	Contract Identification: [indicate complete contract name/ number, and any other identification] 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]
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.			
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			
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 dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] 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</i>	<i>[insert amount]</i>

Include details relating to potential bid-rigging practices such as previous occasions where tenders were withdrawn, joint bids with competitors, subcontracting work to unsuccessful tenderers, etc.

54 FORM FIN – 3.1:

Financial Situation and Performance

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

5.4.1. Financial Data

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

*Refer to ITT 15 for the exchange rate

5.4.2 Sources of Finance

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

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

5.4.3 Financial documents

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

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

Attached are copies of financial statements¹ for the _____ years required above; and complying with the requirements

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

Average Annual Construction Turnover

Tenderer’s Name: _____

Date: _____

JV Member’s Name _____

ITT No. and title: _____

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

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

56 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		

57 FORM FIN – 3.4:**Current Contract Commitments / Works in Progress**

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

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

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: _____	

59 FORMEXP - 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	Kenya Shilling			
If member in a JV or sub-contractor, specify participation in total Contract Amount				
Procuring Entity's Name:				
Address: Telephone/fax number E-mail:				

5.9 FORMEXP - 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	Kenya Shilling			
If member in a JV or sub-contractor, specify participation in total Contract Amount				
Procuring Entity's Name:				
Address: Telephone/fax number E-mail:				



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

Specific Construction and Contract Management Experience (cont.)

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

5.10 **FORM EXP - 4.2(b)**

Construction Experience in Key Activities

Tenderer's Name: _____

Date: _____

Tenderer's JV Member Name: _____

Sub-contractor's Name² (as per ITT 34): _____

ITT No. and title: _____

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

I. Key Activity No One: _

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

² If applicable

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

2. Activity No. Two

3.

OTHER FORMS

6. FORM OF TENDER

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 sum³ of Kenya Shillings *[[Amount in figures]* _____ Kenya Shillings *[amount in words]* _____

The above amount includes foreign currency⁴ amount (s) of *[state figure or a percentage and currency]* *[figures]* _____ *[words]* _____

2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Architect notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Special Conditions of Contract.
3. We agree to adhere by this tender until _____ *[Insert date]*, and it shall remain binding upon us and may be accepted at any time before that date.
4. We understand that you are not bound to accept the lowest or any tender you may receive.
5. We, the under signed, further declare that:
 - i) No reservations: We have examined and have no reservations to the tender document, including Addenda issued in accordance with ITT 28;
 - ii) Eligibility: We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3 and 4;
 - iii) 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

³ This sum should be carried forward from the Summary of the Bills of Quantities.

⁴ The percentage quoted above should not include provisional sums, and not more than two foreign currencies are allowed.

Country in accordance with ITT 19.8;

- iv) **Conformity:** We offer to execute in conformity with the tendering documents and in accordance with the implementation and completion specified in the construction schedule, the following Works: *[insert a brief description of the Works]*;
- v) **Tender Price:** The total price of our Tender, excluding any discounts offered in item 1 above is: *[Insert one of the options below as appropriate]*
- vi) **Option 1,** in case of one lot: Total price is: *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies]*; or
Option 2, in case of multiple lots:
 - (a) **Total price of each lot** *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*; and
 - (b) **Total price of all lots** (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;
- vii) **Discounts:** The discounts offered and the methodology for their application are:
- viii) The discounts offered are: *[Specify in detail each discount offered.]*
- ix) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
- x) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 18.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- xi) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering document;
- xii) **One Tender Per Tender:** We are not submitting any other Tender(s) as an individual Tender, and we are not participating in any other Tender(s) as a Joint Venture member or as a sub-contractor, and meet the requirements of ITT 3.4, other than alternative Tenders submitted in accordance with ITT 13.3;
- xiii) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, Engineer, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.
- xiv) **State-owned enterprise or institution:** *[select the appropriate option and delete the other]* *[We are not a state-owned enterprise or institution]*/*[We are a state-owned enterprise or institution but meet the requirements of ITT 3.8]*;
- xv) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the tender process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*.

Name of Recipient	Address	Reason	Amount

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

- xvi) **Binding Contract:** We understand that this Tender, together with your written acceptance 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 here by certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption; and
- xix) Collusive practices: We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent Tender Determination” attached below.
- xx) We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from _____ (*specify website*) during the procurement process and the execution of any resulting contract.
- xxi) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
 - a) Tenderer's Eligibility; Confidential Business Questionnaire - to establish we are not in any conflict of interest.
 - (b) Certificate of Independent Tender Determination - to declare that we completed the tender without colluding with other tenderers.
 - (a) Self-Declaration of the Tenderer - to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
 - (d) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

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

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

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

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

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

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

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

General and Specific Details

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

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

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

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

(d) **Registered Company**, provide the following details.

I) Private or public Company _____

ii) State the nominal and issued capital of the Company _____

Nominal Kenya Shillings (Equivalent).....

Issued Kenya Shillings (Equivalent).....

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

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

If yes, provide details as follows.

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

(i) Conflict of interest disclosure

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

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

Certification

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

Full Name _____

Title or Designation _____

(Signature)

(Date)

b) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

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

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

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

Name _____
Title _____
Date _____

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

(c) **SELF-DECLARATION FORMS**

FORM SD1

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

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

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

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder Official Stamp

FORM SD2

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

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

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

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

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

Name of Authorized signatory.....

Sign.....

Position.....

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

E-mail.....

Name of the Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name.....

Sign.....

Date.....

(d) APPENDIX 1 - FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

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

2. Requirements

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

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

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

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

- a) Defines broadly, for the purposes of the above provisions, the terms 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; “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - iv) “obstructive practice” is:
 - Deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
- "fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal for award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - d) Pursuant to the Kenya's above stated Acts and Regulations, may recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
 - e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
 - f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

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

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

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

Beneficiary: _____

Request for Tenders No:

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

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

[signature(s)]

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

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: _____

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

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

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
 - a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
 - b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity's Tendering document.

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

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Date]

[Witness]

[Signature of the Guarantor]

[Seal]

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

FORM OF TENDER - SECURING DECLARATION

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

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

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

To:..... *[insert complete name of Purchaser]* I/We, the undersigned, declare that:

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

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

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

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

Appendix to Tender

Schedule of Currency requirements

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

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

NOT APPLICABLE