

REPUBLIC OF KENYA



MINISTRY OF DEVOLUTION AND ASAL  
State Department of Devolution

WAJIR COUNTY GOVERNMENT



DEPARTMENT OF AGRICULTURE, LIVESTOCK,  
FISHERIES AND ALTERNATIVE LIVELIHOOD



# PROPOSED REFURBISHMENT OF MAKAROR SLAUGHTERHOUSE IN WAJIR TOWN

## TENDER DOCUMENT

TENDER NO: WCG/T/EU/02/2018-2019

CLOSING/OPENING DATE : 2<sup>nd</sup> APRIL, 2019

ISSUED BY:

COUNTY WORKS OFFICER,  
PUBLIC WORKS & HOUSING DEPT.  
P.O. BOX 120  
WAJIR

FEBRUARY, 2019

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# **ACRONYMS AND ABBREVIATIONS**

The following shall be the meaning of the Acronyms and Abbreviations as they occur in these Tender Documents:

CPA(K) – CERTIFIED PUBLIC ACCOUNTANT (KENYA)

CV – CURRICULUM VITAE

KM – KILOMETRE

LPO – LOCAL PURCHASE ORDER

NCA – NATIONAL CONSTRUCTION AUTHORITY

NO – NUMBER

PPOA – PUBLIC PROCUREMENT OVERSIGHT AUTHORITY

SQ – SQUARE

TD - TENDER DOCUMENT(S)

TOR – TERMS OF REFERENCE

TS - TENDER SUM

# SECTION I – INVITATION TO TENDERS

TENDER REFERENCE: TENDER NO: CG/T/EU/02/2018-2019

## TENDER NAME; PROPOSED REFURBISHMENT OF MAKAROR SLAUGHTERHOUSE

- 1.1 **The WAJIR COUNTY GOVERNMENT invites sealed tenders for PROPOSED REFURBISHMENT OF MAKAROR SLAUGHTERHOUSE**
- 1.2 Documents detailing the requirements may be inspected and obtained for free from the procurement office, **Wajir County Government Headquarters – Wajir, during normal working hours**. The documents can also be downloaded at the county website <https://www.wajir.go.ke/>  
*For any additional information, please contact the County Secretary on email: [county.secretary@wajir.gov.ke](mailto:county.secretary@wajir.gov.ke).*
- 1.3 Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for 90 days from the closing date of tender.
- 1.4 Tenders shall be accompanied by a tender security of Kshs 300,000.00 from a local & reputable commercial bank approved by PPOA valid for 120 days.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender name and reference number as per instructions in the Tender Documents addressed to:

**The County Secretary,  
Wajir County Government  
P.O Box 9  
WAJIR, WAJIR TOWN**

**Should be deposited in the** tender box located at the County Government Headquarters Reception on Ground Floor, so as to be received on or before **2<sup>ND</sup> APRIL, 2019, at 10.30am**

- 1.6 Tenders will be opened immediately thereafter in the presence of the bidders or their representatives who choose to attend.

## SECTION II – INTRODUCTION

Wajir County covers an area of about 60,000sq KM with an estimated population of 800,000. The county comprises of six sub-counties namely, Wajir west, Wajir south, Wajir east, Wajir north, Tarbaj and Eldas which are further divided into thirty wards. Wajir is the livestock capital of Kenya. It's one of the major sources of beef, and small stock sold in Nairobi and Mombasa. It has a vibrant goats and sheep market that trades daily while cattle and camels are traded once a week –every Monday.

Wajir has an enormous supply of underground water as it sits on the Merti and Yamicha aquifer. Additionally water supply is provided by seasonal rivers and Ewaso Ngiro Basin along its Isiolo, Garissa border. Therefore commercial farming and horticulture through irrigation promises an attractive return on investment. The main crops grown in the county are sorghum, maize, millet, cowpeas, and green grams.

Wajir intends to distinguish itself as clean energy based economy. Its abundant supply of solar and good wind speeds often a golden opportunity for any investor seeking to set up solar and wind plant to contribute to the budding green economy.

In 1912, Wajir had been earmarked as a suitable location for a cemetery factory as it sits on massive deposit of limestone. Local entrepreneurs are already tapping into this resource albeit using outdated methods, by crudely burning the limestone and producing white wash. Studies indicate presence of oil and precious stones in some parts of Wajir.

# SECTION III - INSTRUCTIONS TO TENDERERS

**1.1.** The Employer as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The successful Tenderer will be expected to complete the Works by the intended completion date specified in the said appendix.

**1.2.** Tenderers shall include the following information and documents with their tenders, unless otherwise stated under section **IV – Appendix to Instructions to Tenderers.**

- (a) copies of certificates of registration, and principal place of business;
- (b) total monetary value of construction work performed for each of the last two years;
- (c) experience in works of a similar nature and size for each of the last five years, and clients who may be contacted for further information on these contracts;
- (d) a partner or employee with 10 years' experience in the relevant technical field.(C.V with supporting documents and a work contract between bidder and partner/employee);
- (e) major items of construction equipment owned;
- (f) qualifications and experience of key site management and technical personnel proposed for the Contract;
- (g) reports on the financial standing of the Tenderer, such as profit and loss statements and auditor's reports for the last one year;
- (h) Authority to seek references from the Tenderer's bankers.

**1.3.** The Tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible or liable for those costs.

**1.4.** The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit (where mandatory visit is not required) and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer's own expense.The procurement entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender. Tenderers should make themselves conversant with Section 66 of The Public Procurement and Asset Disposal Act, 2015 as it relates to conflict of interest;

**1.5.** There will be no price charge for the Tender Document

**1.6.** The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

## **1.7. Tender Documents**

1.7.1. The complete set of tender documents comprises the documents listed here below and any addenda issued in accordance with clause 2.4 here below:-

- (a) Invitation to Tenders;
- (b) These instructions to Tenderers & Appendix to Instruction to Tenderers;
- (c) The project ToR &Evaluation Criteria;

- (d) Conditions of Contract and Appendix to Conditions of Contract
- (e) Specifications, Drawings & Bills of Quantities/Schedule of Rates (whichever is applicable);
- (f) Appendix to Specifications, Drawings & Bills of Quantities/Schedule of Rates (whichever is applicable);
- (g) Standard Forms

1.7.2. The Tenderer shall examine all instructions, forms and specifications in the tender documents. Failure to furnish all information required by the tender documents may result in rejection of his tender.

1.7.3. A prospective Tenderer making inquiry of the tendering documents may notify the Employer in writing or by cable, telex or facsimile at the address indicated in the letter of invitation to tender. The Employer will respond to any request for clarification received earlier than seven [7] days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.

1.7.4. Before the deadline for submission of tenders, the Employer may modify the tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing or by cable, telex or facsimile to all Tenderers. Prospective Tenderers shall acknowledge receipt of each addendum in writing to the Employer.

1.7.5. To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend, as necessary, the deadline for submission of tenders in accordance with clause 4.2 here below.

## **1.8. Preparation of Tenders**

1.8.1. All documents relating to the tender and any correspondence shall be in English Language.

1.8.2. The tender submitted by the Tenderer shall comprise the following:-

- (a) The Tender;
- (b) Tender Security;
- (c) Priced Bill of Quantities/Schedule of Rates for lump-sum Contracts
- (d) Any other materials required to be completed and submitted by Tenderers.

**1.9.** The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities/Schedule of Rates. Items for which no rate or price is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities/Schedule of Rates. All duties, taxes and other levies payable by the Contractor under the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the Tenderer.

**1.10.** The rates and prices quoted by the Tenderer shall not be subject to any adjustment during the performance of the Contract.

**1.11.** The unit rates and prices shall be in Kenya Shillings.

**1.12.** Tenders shall remain valid for a period of NINETY (90) days from the date of submission. However in exceptional circumstances, the Employer may request that the

Tenderers extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing.

**1.13.** The Tenderer shall prepare one original of the documents comprising the tender documents as described in these Instructions to Tenderers.

**1.14.** The original shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons signing the tender.

**1.15.** Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.

**1.16.** The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

### **1.17. Submission of Tenders**

#### **1.18. The tender duly filled and sealed in an envelope shall;-**

- a) Be addressed to the Employer at the address provided in the invitation to tender;
- b) Bear the name and identification number of the Contract as defined in the invitation to tender; and
- c) Provide a warning not to open before the specified time and date for Tender opening.

**1.19.** Tenders shall be delivered to the Employer at the address specified above not later than the time and date specified in the invitation to tender.

**1.20. The tenderer shall not submit any alternative offers unless they are specifically required in the tender documents.** Only one tender may be submitted by each tenderer. Any tenderer who fails to comply with this requirement will be disqualified.

**1.21.** Any tender received after the deadline for opening tenders will be returned to the tenderer un-opened.

**1.22.** The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with sub-clause 2.5 in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

### **1.23. Tender Opening and Evaluation**

**1.24.** The tenders will be opened in the presence of the Tenderers' representatives who choose to attend at the time and in the place specified in the invitation to tender.

**1.25.** The Tenderers' names, the total amount of each tender and such other details as may be considered appropriate, will be announced at the opening by the Employer.



Minutes of the tender opening, including the information disclosed to those present will also be prepared by the Employer.

**1.26.** Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of the Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's officials, processing of tenders or award decisions may result in the rejection of his tender.

**1.27.** Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:

- (a) Where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and
- (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer's representative, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.
- (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities/Quotation, the amount as stated in the Form of Tender shall prevail.
- (d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the Corrected Builder's Work (i.e. corrected tender sum less P.C. and Provisional Sums).
- (e) The Error Correction Factor shall be applied to all Builders' Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.
- (f) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and with concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security forfeited.

**1.28.** The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

**1.29.** Contract Variations;

- (a) Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- (b) Where contract price variation is allowed, the valuation shall not exceed 25% of the original contract price.
- (c) Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.
- (d) Preference where allowed in the evaluation of tenders shall not exceed 15% ;
- (e) Bidders must however make themselves acquainted with section 139 of The Public Procurement and Asset Disposal Act, 2015 which is more elaborate and exhaustive.

**1.30.** To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion, may request [in writing] any Tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex or facsimile but no change in the tender price or substance of the tender shall be sought, offered or permitted.

**1.31.** The Tenderer shall not influence the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. Any effort by the Tenderer to influence the Employer or his employees in his decision on tender evaluation, tender comparison or Contract award may result in the rejection of the tender.

**1.32. Award of Contract**

- (a) The award of the Contract will be made to the Tenderer who has offered the lowest evaluated tender price.
- (b) Notwithstanding the provisions of clause 1.32 above, the Employer reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time prior to the award of Contract without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the action.
- (c) The Tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, telex or facsimile. This notification (hereinafter and in all Contract documents called the "Letter of Acceptance") will state the sum [hereinafter and in all Contract documents called the "Contract Price" which the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. The contract shall be formed on the parties signing the contract. At the same time the other tenderers shall be informed that their tenders have not been successful.
- (d) The Contract Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be signed by the Employer and sent to the successful Tenderer, within 30 days following the notification of award. Within 21 days of receipt, the successful Tenderer will sign the Agreement and return it to the Employer.
- (e) Within 21 days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Performance Security amount stipulated in the Appendix to Conditions of Contract.
- (f) The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- (g) The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- (h) The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

**1.33. Corrupt and fraudulent practices**

- (i) The procuring entity requires that the tenderer observes the highest standard of ethics during the procurement process and execution of the contract. A tenderer shall sign a declaration that he has not and will not be involved in corrupt and fraudulent practices.

- (j) The procuring entity will reject a tender if it determines that the tenderer recommended for award has engaged in corrupt and fraudulent practices in competing for the contract in question.
- (k) Further a tenderer who is found to have indulged in corrupt and fraudulent practices risks being debarred from participating in public procurement in Kenya.

## SECTION IV - Appendix to Instructions to Tenderers

**1.1.** General;

Where there is a contradiction between Section II – Instructions to Tenderers and Section IV- Appendix to Instructions to Tenderers, the latter (Section IV - Appendix to Instruction to Tenderers) shall be the reference)

- 1.2.** Delete the whole of section 1.2 of Instructions to Tenderers and replace with the table below. Tenderers shall provide the following (in the table below)as mandatory requirements in order to be considered for evaluation. Where information is required to be documented in the tender forms, tenderers must familiarize themselves with Section X, Standard Forms.

Sub-Factor	Requirement	Bidder				Documentation Required	Provided (Y/N) / or N/A
		Single Entity	Joint Venture				
			All partners combined	Each partner	At least 1 partner		
<b>1.3. Statutory and General Requirements</b>							
1.3.1. No of documents	Bidder must submit one (1) number of documents we shall be assumed to be the original document.	<i>Must meet requirement</i>	<i>Must meet requirement</i>	N/A	N / A	One(1) in number.	
1.3.2. Registration as a Company	Bidder Must be a legally constituted company according to the laws of Kenya and must have been in operation for at least 6 years as per certificate of incorporation	<i>Must meet requirement</i>	N / A	<i>Must meet requirement</i>	N / A	<ul style="list-style-type: none"> <li>• Certificate of Incorporation;</li> <li>• Standard Form - fully completed – Confidential Business Questionnaire (under section X(1.11) of the Standard Forms)</li> </ul>	
1.3.3. Tax Compliance	Bidder MUST be Tax Registered and be Tax Compliant	<i>Must meet requirement</i>	N / A	<i>Must meet requirement</i>	N / A	Current and valid Tax Compliance Certificate – valid as of the tender submission deadline.	

Sub-Factor	Requirement	Bidder				Documentation Required	Provided (Y/N) / or N/A
		Single Entity	Joint Venture				
			All partners combined	Each partner	At least 1 partner		
1.3.4. Registration by National Construction Authority	At least category <b>NCA8</b> for building works. Where a bidder's bid-sum is above NCA8 threshold, then the minimum in this case shall be the category in which the bidder's bid-sum falls.	<i>Must meet requirement</i>	<i>N / A</i>	<i>N/A</i>	<i>Must meet requirement.</i>	<ul style="list-style-type: none"> <li>• Current and valid NCA8 and above Certificate of Registration indicating the initial year of registration. Where a bidder's bid-sum is above NCA8 threshold, then the minimum in this case shall be the category in which the bidder's bid-sum falls.</li> <li>• Current and valid annual practising certificate for building works – valid as of the submission deadline.</li> </ul>	
1.3.5. Site Visit	Bidder or representative shall attend Site visit scheduled as per Tender Advert/Invitation to Tenders under Section I	<i>Must meet requirement</i>	<i>N / A</i>	<i>Must meet requirement</i>	<i>N / A</i>	<ul style="list-style-type: none"> <li>• Bidder to sign site visit attendance register. The county will issue site visit form. Bidders to attach a copy of site visit form in their TD.</li> </ul>	
1.3.6. Bid Security	The Bidder shall furnish as part of its bid, a bid security of Ksh 300,000.000 valid for 120 days from date of opening of tender, from a local & reputable commercial bank ONLY, drawn as per bid security form attached in this tender document.	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>N / A</i>	<i>N / A</i>	In original, unconditional bank guarantee or banker's cheque and in the amount as stated under section I, invitation to tenders. Dully completed– Standard Form – Form of Tender Security – under Section X(1.5) of the Standard Forms.	

Sub-Factor	Requirement	Bidder				Documentation Required	Provided (Y/N) / or N/A
		Single Entity	Joint Venture				
			All partners combined	Each partner	At least 1 partner		
1.3.7. Bid Validity	The bidder to indicate in the Form of Tender the bid validity. The bid validity should be at least 90 days from the tender opening date.	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>N / A</i>	<i>N / A</i>	Dully completed Standard Form – Form of Tender under section X(1.2)	
1.3.8. Sanctity of the bid document	Having the document intact, legible, sequential pagination/serialization of all pages including attachments, well bound and not loose, (not tempered with in any way and signed by the authorized person - granted by power of attorney)	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>N / A</i>	<i>N / A</i>	Properly prepared bid which should :- <ul style="list-style-type: none"> <li>• Be sequentially serialized from front page to last page including all attachments;</li> <li>• Stamping, signing, and dating where required within the document including the standard forms.</li> </ul>	
<b>1.4. Bidding Forms and Other Requirements</b>							
1.4.1. Power of Attorney	Written confirmation authorizing the signatory of the Bid to commit the Bidder, properly attested to by commissioner of oaths or similar authority.	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>N / A</i>	<ul style="list-style-type: none"> <li>• Affidavit – Power of attorney;</li> <li>• <i>Not required where bidder company is sole owned as provided in confidential business questionnaire under 1.3.2 above.</i></li> </ul>	

Sub-Factor	Requirement	Bidder				Documentation Required	Provided (Y/N) / or N/A
		Single Entity	Joint Venture				
			All partners combined	Each partner	At least 1 partner		
1.4.2. Bid Submission letter	Bid submission letter shall be prepared and signed by the authorized person only as granted per power of attorney above. Where the bidder withdraws the bid or makes any changes to the bid before the deadline of submission, the person authorizing such changes/withdrawals must be the authorized person as per the power of attorney	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>N / A</i>	<i>N / A</i>	Bid submission letter on bidder's letterhead.	
1.4.3. Declaration on code of Ethics	The declaration of code of Ethics to be properly completed and duly confirmed by a commissioner of oaths.	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>N/A</i>	Fully completed Standard Form – Commitment to the Code of Ethics – under Section X(1.15) of the standard forms. The form should be completed in full, duly endorsed by commissioner of oaths, signed, stamped, and dated.	

Sub-Factor	Requirement	Bidder				Documentation Required	Provided (Y/N) / or N/A
		Single Entity	Joint Venture				
			All partners combined	Each partner	At least 1 partner		
1.4.4. Construction Schedule / Works Program /work plan.	The Bidder shall provide the project Construction Schedule / Works Program in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the project completion time.	<i>Must meet requirement</i>	<i>Must meet requirement</i>	N/A	N / A	A logical programme of activities on Critical Path in Ms Project showing stages of completion. This programme should establish the project critical path, & period – with clear start date and end. <i>The proposed project completion time should be within the project period as stipulated under Appendix to Conditions of the Contract ( 12 Weeks)</i>	
1.4.5. Bidder Information	The bidder is required to provide all details in the format as specified as per standard forms: - 1. Form of Tender; 2. Qualification information form; 3. Tender Questionnaire; 4. Confidential Business Questionnaire, and 5. Details of Sub-Contractors.	<i>Must meet requirement</i>	N / A	<i>Must meet requirement</i>	N / A	Fully completed Standard Forms under Section X – Standard Forms; <ul style="list-style-type: none"> <li>• Form of Tender;</li> <li>• Qualification information form;</li> <li>• Tender Questionnaire;</li> <li>• Confidential Business Questionnaire</li> <li>• Details of Sub-Contractors</li> </ul>	
1.4.6. Joint Venture Documents	Bids submitted by a JV shall include a Joint Venture Agreement entered into by all partners.	N / A	<i>Must meet requirement</i>	N/A	N / A	Joint Venture Agreement properly executed by a commissioner of oaths.	



Sub-Factor	Requirement	Bidder				Documentation Required	Provided (Y/N) / or N/A
		Single Entity	Joint Venture				
			All partners combined	Each partner	At least 1 partner		
1.4.7. Schedule of Unit Rates	The Schedules - the Bill of Quantities, shall be prepared.	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>N / A</i>	<i>N / A</i>	<ul style="list-style-type: none"> <li>Completed schedule of unit rates(The Bills of Quantities), with rates consistently applied for similar items within the Bills of Quantities.</li> <li>No frontloading from 1 above.</li> </ul>	
<b>1.5. Eligibility</b>							
1.5.1. Agency Ineligibility. Non-ineligibility based on sanctions from the EU or the United Nations, Kenya Government, regarding fight against terrorism	1). Bidder must not have been blacklisted or terminated (for fundamental breach of contracts, integrity and ethical malpractices, Debarment by Public Procurement regulatory authority by the County Government, Ministry of Devolution and ASAL, European Union, OR Bidder was not directly involved in the preparation of the project feasibility studies and designs. 2). Not listed as sanctioned person or entity by either Kenya, the EU or the United Nations,	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>N / A</i>	<ol style="list-style-type: none"> <li>An affidavit confirming that bidder is not affiliated nor blacklisted to The County Government, The Kenya Government Ministry of Devolution and ASAL, European Union, and The bidder was not involved in the preamble stages of this project e.g. feasibility studies and project preparation;</li> <li>In the affidavit in 1 above, bidder to confirm by stating that bidder is not been barred by sanctions from The EU or The United Nations regarding fight against terrorism;</li> <li>In the same affidavit 1 above the bidder should address in clear terms part 1.33 of section III – Instructions to Tenderers.</li> </ol>	

Sub-Factor	Requirement	Bidder				Documentation Required	Provided (Y/N) / or N/A
		Single Entity	Joint Venture				
			All partners combined	Each partner	At least 1 partner		
<b>1.6. Historical Contract Non-Performance</b>							
1.6.1. Pending Litigation	The bidder to declare pending litigation and the values of the cases citing whether these litigation could adversely affect going concern of the bidder or smooth delivery/completion of the project in question.	<i>Must meet requirement</i>	<i>N / A</i>	<i>Must meet requirement</i>	<i>N / A</i>	<ul style="list-style-type: none"> <li>Bidder to furnish an affidavit in support of a summary of litigations detailing the project/contract amounts in dispute (if any). If none, the bidder to state so in affidavit; and</li> <li>Read together with above, in the same affidavit, the bidder to affirm that they have no pending litigation that could substantially affect the going concern of the bidder or delivery/completion of the project in question.</li> </ul>	
<b>1.7. Financial Situation</b>							
1.7.1. Historical Financial Performance	Submission of audited reports for the last three financial years (2015, 2016, and 2017/2018) to demonstrate the current soundness of the bidders financial position and its prospective long-term financial capacity.	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>N/A</i>	<i>N / A</i>	Audited financial reports for the last three years (2015, 2016 and 2017/2018) certified by a CPA(K) auditor and consistent with Standard Form on Qualification information - Section X(1.9).	
1.7.2. Average Annual Turnover	Minimum average annual turnover of Kenya Shillings 60,000,000.00	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>N/A</i>	<i>Must meet requireme</i>	Audited financial reports for the last three years (2015, 2016 and 2017/2018) certified by a	

Sub-Factor	Requirement	Bidder				Documentation Required	Provided (Y/N) / or N/A
		Single Entity	Joint Venture				
			All partners combined	Each partner	At least 1 partner		
	as demonstrated by the audited financial statements under section 3.2.(g) above.				<i>nt</i>	CPA(K) auditor & consistent with Standard Form on Qualification information Section X(1.9)	
1.7.3. Financial Resources	Demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet the overall cash flow requirements for this contract vs the firms other commitments.	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>N/A</i>	<i>N/A</i>	<ul style="list-style-type: none"> <li>• A worst-case scenario cashflow analysis factoring in a) the subject project cost; b). delayed payments arising from (a) above, and cashflow requirements for other projects the bidder is already undertaking;</li> <li>• Identified sources of funding e.g. excess cash-flows as demonstrated by the bidder bank statement balances as of the deadline of submission with a written commitment from the bidder that such balances shall be kept aside for the project, a line of credit covering the lifetime and cost of the project and duly endorsed the bidder bankers or any form of unencumbered &amp; clearly identifiable ring-fenced source of funding specifically identified and put aside for the project and inform of a letter or</li> </ul>	

Sub-Factor	Requirement	Bidder				Documentation Required	Provided (Y/N) / or N/A
		Single Entity	Joint Venture				
			All partners combined	Each partner	At least 1 partner		
						undertaking.	
1.7.4. Bidder's Banker(s)	Information on their Bankers including authority to contact the banks. Provide certified letter from bank	<i>Must meet requirement</i>	<i>N / A</i>	<i>Must meet requirement</i>	<i>N / A</i>	<ul style="list-style-type: none"> <li>Authority from bidder allowing/authorizing the procuring agent to conduct the bank directly. This authority should be endorsed by the bidder bankers.</li> </ul>	
1.7.5. Current Contract Commitments / Works in Progress	Provide information on 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.	<i>Must meet requirement.</i>	<i>N / A</i>	<i>Must meet requirement</i>	<i>N / A</i>	<ul style="list-style-type: none"> <li>List of projects – Name, Contracting Authority, project/contract budget, level of completion, and amounts in monetary terms required to complete them. This information should be summarised under Standard Form - Qualification Information under section X (1.9);</li> <li>Where bidder has no ongoing projects this should be so indicated under the Section X (1.9) - Standard Forms – Qualification Information</li> </ul>	
<b>1.8. Experience</b>							
1.8.1. General Experience ( Years of Experience)	The company must have been in operation for at least 5 years.	<i>Must meet requirement</i>	<i>Must meet requirements</i>	<i>Must meet requirement</i>	<i>N/A</i>	Certificate of incorporation	
1.8.2. Specific Experience	Participation as contractor, management	<i>Must meet</i>	<i>Must meet</i>	<i>N / A</i>	<i>N/A</i>	List of projects – Name, Contracting Authority, project/contract budget,	

Sub-Factor	Requirement	Bidder				Documentation Required	Provided (Y/N) / or N/A
		Single Entity	Joint Venture				
			All partners combined	Each partner	At least 1 partner		
	contractor, or subcontractor, in at least two (2) contracts each with a value of at least Kenya Shillings 25,000,000 within the last five (5) years, that have been successfully and substantially completed and that are of the same nature to the proposed Works. The similarity shall be based on the physical size, complexity, financial capital input, methods/ technology or other characteristics as described in Section V, Employer's Requirements.	<i>requirement</i>	<i>requirements</i>			when completed/ level of completion, and amounts in monetary terms required to complete them. This information should be summarised under Section X – Standard Forms - Qualification Information and at the same time attaching project award letters, project completion certificates, contracts etc	
<b>1.9. Key Personnel</b>							
1.9.1. Project organogram	A project organogram with clear organizational structure but with key positions of at least and describing key responsibilities of each key position or as described under	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>N / A</i>	<i>N/A</i>	<ul style="list-style-type: none"> <li>• A project organogram;</li> <li>• A matrix/table showing key duties of each position/person</li> <li>• Fully completed – Section X (1.9) Standard Forms - Qualification Information.</li> </ul>	

Sub-Factor	Requirement	Bidder				Documentation Required	Provided (Y/N) / or N/A
		Single Entity	Joint Venture				
			All partners combined	Each partner	At least 1 partner		
	instructions to tenderers.						
1.9.2. Project Manager	At least a diploma in Civil Engineering, Building Economics/ Quantity Survey or Project Management, 3 years specific works experience and held the position of project manager/ Team Leader in at least three projects of similar nature and scope	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>N / A</i>	<i>Must meet requirement</i>	<ul style="list-style-type: none"> <li>Section X(1.9) – Standard Forms - Qualification Information Form properly completed;</li> <li>CV describing the person, education background, years of experience, key experience as per the requirements column.</li> </ul>	
1.9.3. Site Agent	At least a diploma in Civil Engineering, 3 years specific works experience and held the position of Site Agent in at least three projects of similar nature and scope	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>N / A</i>	<i>Must meet requirement</i>	<ul style="list-style-type: none"> <li>Section X(1.9) – Standard Forms - Qualification Information Form properly completed;</li> <li>CV describing the person, education background, years of experience, key experience as per the requirements column.</li> </ul>	
1.9.4. Site Foreman	At least a Certificate in Civil Engineering, 3 years specific works experience and held the position of Site Foreman in at least three projects of similar nature and scope	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>N / A</i>	<i>Must meet requirement</i>	<ul style="list-style-type: none"> <li>Section X (1.9) – Standard Forms - Qualification Information Form properly completed;</li> <li>CV describing the person, education background, years of experience, key experience as per the requirements column.</li> </ul>	

Sub-Factor	Requirement	Bidder				Documentation Required	Provided (Y/N) / or N/A
		Single Entity	Joint Venture				
			All partners combined	Each partner	At least 1 partner		
<b>1.10. Key Equipment</b>							
1.10.1. Exca vators	Minimum required number is 1. No.	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>N / A</i>	<i>Must meet requirement</i>	<ul style="list-style-type: none"> <li>Section X (1.9) – Standard Forms - Qualification Information Form properly completed;</li> <li>Proof of equipment ownership - Logbooks/lease agreements in the name of the bidder/or any other verifiable proofs including purchase receipts for im/mobile equipment without logbooks/registration documents.</li> </ul>	
1.10.2. Tipper	Minimum required number is 1. No.	<i>Must meet requirements</i>	<i>Must meet requirement</i>	<i>N / A</i>	<i>Must meet requirement</i>	<ul style="list-style-type: none"> <li>Section X (1.9) – Standard Forms - Qualification Information Form properly completed;</li> <li>Proof of equipment ownership - Logbooks/lease agreements in the name of the bidder/or any other verifiable proofs including purchase receipts for im/mobile equipment without logbooks/registration documents.</li> </ul>	
1.10.3. Concrete Mixer	Minimum required number is 2	<i>Must meet requirements</i>	<i>Must meet requirement</i>	<i>N / A</i>	<i>Must meet requirement</i>	<ul style="list-style-type: none"> <li>Section X (1.9) – Standard Forms - Qualification Information Form properly completed;</li> </ul>	

Sub-Factor	Requirement	Bidder				Documentation Required	Provided (Y/N) / or N/A
		Single Entity	Joint Venture				
			All partners combined	Each partner	At least 1 partner		
						<ul style="list-style-type: none"> <li>• Proof of equipment ownership - Logbooks/lease agreements in the name of the bidder/or any other verifiable proofs including purchase receipts for im/mobile equipment without logbooks/registration documents.</li> </ul>	
1.10.4. Porker Vibrator	Minimum required number is 3 No.	<i>Must meet requirements</i>	<i>Must meet requirement</i>	<i>N / A</i>	<i>Must meet requirement</i>	<ul style="list-style-type: none"> <li>• Section X –(1.9) – Standard Forms - Qualification Information Form properly completed;</li> <li>• Proof of equipment ownership - Logbooks/lease agreements in the name of the bidder/or any other verifiable proofs including purchase receipts for im/mobile equipment without logbooks/registration documents.</li> </ul>	



1.10.5. Pickup truck	Minimum required number is 1 No.	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>N / A</i>	<i>Must meet requirement</i>	<ul style="list-style-type: none"> <li>• Section X – (1.9) – Standard Forms - Qualification Information Form properly completed;</li> <li>• Proof of equipment ownership - Logbooks/lease agreements in the name of the bidder/or any other verifiable proofs including purchase receipts for im/mobile equipment without logbooks/registration documents.</li> </ul>	
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# SECTION V – The Project ToR & Evaluation Criteria

## 1.1. Project TOR

TERMS OF REFERENCE FOR THE CONSTRUCTION OF CMF AND REFURBISHMENT OF MAKOROR SLAUGHTER HOUSE.

### BACKGROUND INFORMATION

#### **Wajir County Geographical Location and Administrative Boundaries Wajir County**

Wajir County is one of the 47 Counties of Kenya, located in the North Eastern region of the country. Wajir is predominately an arid county that covers a land surface area of 56,685.9 square kilometres and lies between latitudes 3°N 60' N and 0°20' N and Longitudes 39 °E and 41 °E.

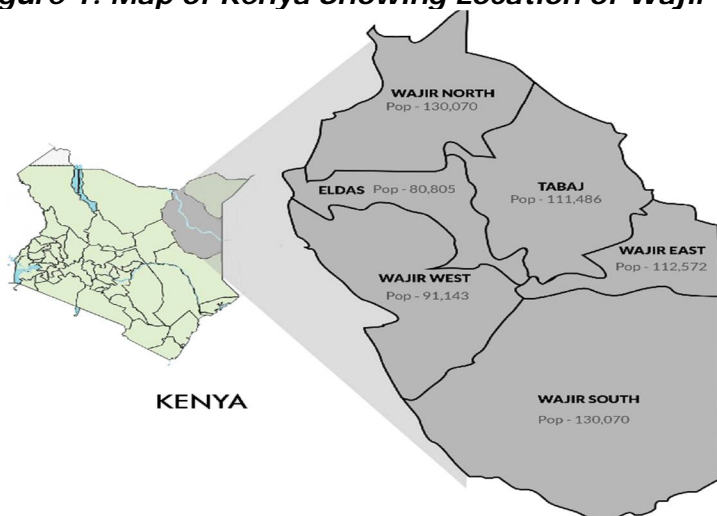
Wajir County has 6 Sub-counties and 30 Wards. The number of households stands at about 90,000 with a human population of approximately 700,000 (KNBS, 2015). The County is served by Wajir Airport, with flights to Nairobi, Galkacyo and Mogadishu.

The County is arid, lies in agro-ecological zones IV and V, and receives an average of 300mm of rainfall a year, and thus part of ASAL.

The County has the largest number of livestock in the region<sup>1</sup>. The livestock sub-sector is the mainstay of Wajir's economy. The County has an estimated livestock population of 3.5 million animals and has the largest camel herd in the country that is estimated to be more than 533,651 animals.

The annual production of camel meat in the county is more than 191,100 kg. Livestock diseases, inadequate livestock market and inadequate, low quality animal feeds are some of the major constraints facing pastoralists in the County.

**Figure 1: Map of Kenya Showing Location of Wajir County and Neighbours**



Camels are an important livelihood asset that assures food and economic security during dry/drought seasons. Pastoralists that inhabit the ASAL of Kenya usually rear camels. In 2013, annual revenues generated from the livestock sector in the County were estimated to be more than Ksh.120 million.

The annual production of camel meat in the County is approx. 191,100 kilograms.

## **RATIONALE**

### **Wajir Camel Meat Value Chain**

The camel meat value chain is fairly short, with no more than six sets of actors. These are camel keepers/sellers, women group-based traders, butchers/women flayers, women dried meat (nyirinyiri) producers, transporters and consumers.

The chain has the following steps/phases:

**Sale** - The camel herder brings his/her camels for sale to the live camel market. The live animal camel market operates every day with the current purchase price ranging from Ksh.26,000 for a bull 2-3 years old to Ksh.120,000 for a bull of over 5 years of age. During the wet season, the purchase price is higher at Ksh.50,000 to 60,000. The camels are sold to other herders or processing into meat.

**Buy** - The buyers of camels for meat are traders who deal in fresh meat for sale locally in butcheries or to other parts of the Country and women groups for nyirinyiri. The trader/butcher, depending on regular customer base, will buy one camel daily or combine resources with 2 or 3 butchers to purchase one camel.

**Slaughter** - Approximately 10 to 15 camels are slaughtered daily in Wajir town with preference for young bulls 2 to 3 years of age as their meat is tender when compared to meat from older bulls. The live weight of slaughtered camels ranges from 350 to 450kg., given that the camel dressed weight is estimated at 57% of live weight. The carcass weight range should be between 200 and 256kg. About 5 to 10kg of fresh camel meat is purchased daily to make nyirinyiri.

The camel buyers bring the camels for slaughtering to the County-operated Makaror slaughterhouse, and then sell in local butcheries or transport to other parts of the country. However, in response to the poor operation of the slaughterhouse, several local butchers have

started their own (illegal) backyard-style slaughtering facilities, with low hygienic standards. They presently have a bigger share of the slaughter market than the Makaror slaughterhouse.

**Sale** – the butchers sell their fresh meat in the butcheries, to the local fresh meat consumers or the Nyirinyiri producers. Other traders get their meat slaughtered at the Makaror slaughterhouse or at the butchers' slaughter facilities and transported to other markets in the country and beyond.

### **Makaror Slaughterhouse**

Slaughtering is supposed to take place in the County-operated Makaror slaughterhouse, with traders and other meat sellers getting their animals slaughtered in the slaughterhouse for a service fee. However, low hygiene standards in the slaughterhouse and subsequent led to frequent closures of the facility (by Public Health), There is a general lack of adherence to the set guidelines for humane slaughter of animals. In addition, there is lack of adequate infrastructure and equipment to ensure carcasses are hoisted off the ground after slaughter. The slaughter house has poor lighting and inadequate supply of running water. These factors contributed to the lack of Good Hygienic Practices (GHP) when slaughtering and handling fresh camel meat. Liquid and solid waste disposal management is inadequate.

Under the national ESP Programme (Economic Stimulus Programme), the national government built a large-scale abattoir in Wajir, for high-volume high-standard meat slaughtering for transport to international markets. The construction of the abattoir was terminated in 2016 leaving the abattoir unfinished and thus not operational. In preparation of the IDEAS submission, the County and the MoDA/TAT discussed the inclusion of a finalisation of the construction of the abattoir. However, the expected costs of the works and equipment is estimated at Ksh.500m, thus putting it beyond the reach of the IDEAS programme. There are no other plans and resources, in the county and nationally, for completing the abattoir in the near future.

### **Women Group Butchers/Flayers**

The operations of most value chain actors is highly individualistic. Only the women butchers whose role is to remove the hide (flay) of the camel during slaughter operate as groups. They share a common selling point or premises located at the ADC Market within Wajir town (Figure 4). The women butchers (flayers) operate in 8 groups with an average membership number of 10 to 14 individuals. The groups are registered and have opened bank accounts which they use to save money that offers soft loans to members. In addition, each woman contributes Ksh.30 that goes towards paying the Ksh.3,000 monthly rent to the town administrator. On average, each woman trades in 10 kg of fresh and offal camel meat. The women do not have weighing scales and instead visually estimate the meat being sold. They sell the meat in small quantities (see Figure 5), ranging from ¼ kg sold for Ksh.50; ½kg for Ksh.100 and 1kg for Ksh.200. The offal is sold at between Ksh.30 and 50.

The daily sale for each woman butcher averages Ksh.2,000 which translates to monthly sales of Ksh.60,000 and gross profit of Ksh.34,900. During the time of the STE visit, the women requested support to repair the roof and floor of the common butchery premises.

### **Butchery Owners**

The butchers who double up as slaughterers and traders in the camel meat operate singly or in multiple butchery enterprises strategically located near the main markets of Soko Mjinga, Griftu

and Orahey. According to the STE study, the average age of butchery owners was 44 years with a range of 26 to 65 years, and of the 30 butchery owners interviewed only 2 were women. The selling price of camel meat did not fluctuate with the seasons. Instead, it was fixed at Ksh.400 with most butchery owners indicating that the high risk of conducting business necessitated price fixing.

The total monthly income for the butcher is approx. Ksh.476,000 and the monthly gross profit was Ksh.141,800. The main challenge mentioned by the butchers was lack of appropriate slaughter equipment at the slaughter house. This resulted in the slaughter process being laborious and unhygienic as there was also lack of adequate lighting and water. Most butchers indicated that the daily left-over meat was taken home and the butcher's wife would make stew for home consumption or make nyirinyiri for sale.

### **Camel Dry Meat (Nyirinyiri) Processors**

A study commissioned by OXFAM in 2014, estimated that nyirinyiri annual sales was close to Ksh.0.3 billion. However, the product was informally being traded in secondary markets such as Nairobi.

The Nyirinyiri is prepared from fresh camel meat from camels bought by the nyirinyiri producers at the market and slaughtered at either the slaughter house located in Wajir town or at the slaughter facilities at the butcheries, or bought from butcheries located within Wajir town. Nyirinyiri processing for commercial purposes is largely carried out by women in their homesteads (approx.. 350 women). These women have a daily order to supply specific consumers in Wajir town and even more important in Nairobi's Eastleigh area.

In 2013, ALDEV and WASDA with funds from OXFAM's DFID-funded resilience programme supported women in Wajir and Habaswein towns form nyirinyiri processing groups. A total of 35 groups were formed. At least one group from each of the 7 peri-urban villages of Wajir town was supported with training in hygienic meat handling and processing, market linkage to Nairobi and experiential visits to Kenya Meat Commission (KMC) and choice meats. The groups were also connected with KIRDI which developed a low-cost packaging material for the product. However, once the project was completed in 2015 with no common premises to process the camel meat, the women groups returned to individual backyard processing and marketing using the original aluminium/ stainless steel packaging container.

The processed meat is measured in terms of glasses: 5kg of meat produced 15 glasses. Each glass that is approximately 300 grams retails at Ksh.200.

### **Challenges in the Camel Meat Value Chain.**

The problem tree analysed by the STE in April 2017 summarizes the main problems, underlying causes and resultant effects that constrain the camel meat processing value chain in Wajir County. Among the many challenges are the following:

#### **Dilapidated Makaroro Slaughterhouse**

There is a general lack of adherence to set guidelines of humane slaughter of animals. In addition, there is lack of adequate infrastructure and equipment to ensure carcasses are hoisted off the ground after slaughter. The slaughter house has poor lighting and inadequate supply of running water. These factors contribute to the lack of Good Hygienic Practices (GHP) when

slaughtering and handling fresh camel meat that would later be processed into nyirinyiri. The slaughter house is currently under the management of the town administrator, liquid and solid waste disposal management is inadequate and has resulted in the frequent closure of the slaughter house by the Public Health Department. The newly-built abattoir need Ksh.500m to complete and equip, but the funds for this are not available in the County.

### **Lack of adherence to standard Good Manufacturing Practices (GMP)**

The main challenge hindering the large-scale production of the dried camel meat product (Nyirinyiri) is the lack of adherence to standard GMP. The lack of adherence to the set standards is mainly due to inadequate financial and infrastructural resources. In addition, value chain actors operate largely in an individual capacity resulting in small-scale operations that yield inadequate profits necessary to scale up individual production capacity and attract private investors. The role of public actors (KIRDI, KEBS, NEMA) and NGOs (ALDEF, WASDA, OXFAM, ADESO/VSF-Suisse) has been critical in demonstrating the commercial viability of the camel meat value chain as well as setting the required standards for operation. NGOs were able to provide GHP training as well as provide protective clothing for slaughterhouse workers. However, these interventions were project-based hence could not be sustained beyond the project period.

### **Lack of KEBS certification**

KEBS certification requires strict adherence to hygienic slaughter and processing practices. Given that the current condition of the existing slaughter house would be a constant hindrance to this value chain, the Wajir County in consultation with KIRDI suggested that the processing groups should be supported with a Common Manufacturing Facility (CMF) that has a hygienic processing area that meets food processing standards. This will ensure that the nyirinyiri produced meets KEBS standards thus allow access to other non-traditional market outlets such as supermarkets, grocery shops, restaurants and hotels. Capacity building mainly in the form of skill training will also be required to induct the women processing groups on GHP and GMP as well as legal requirements such as public health certification. The proposed CMF unit will offer a platform for camel meat VC actors to collectively lobby for improvement of the sub-sector including improvement of the slaughter house management as well as push for publication of anyirinyiri processing manual and the camel dry meat processing standards being drafted by KEBS.

Other major constraints include low market penetration as potential consumers consider the product unhygienic; the nyirinyiri produced is yet to be KEBS-certified hence cannot be traded in formal market systems; low production capacity due to tedious processing; lack of collective action; VC actors cannot lobby for investment in the sector or push for policies and standards to regulate it; low quality of processed dry camel meat (Nyirinyiri); women processors operate individually in home-based enterprises using traditional and unhygienic practices; Inadequate physical and institutional infrastructure; poor management of the slaughter house that results in frequent closures; Lack of equipment to ease the processing of nyirinyiri; and lack of policies to regulate the sector.

### **3.0 OBJECTIVES**

#### **Overall Objective**

Contribute to local economic development through increased incomes for camel-keeping households, meat traders and other value chain actors, and wealth and employment creation in Wajir County.

#### **Specific Objectives**

- Enhance capacity and hygienic processing facilities for camel meat
- Increase the quantity and quality of processed and marketed camel meat from Wajir County
- Build the capacity of Women Groups in hygienic meat handling.

### **4.0 Profile of Contractors**

The contractors **should fulfil** the following criteria:

- At least a Master's degree in Civil engineering
- At least 10 years' practical experience in the field of construction of agricultural structures.
- Registration with a relevant professional body is MANDATORY.
- Proof of membership of the relevant professional society.
- Proof of having done other similar works.
- Strong political and cultural sensitivity.
- Fluent in English (written and spoken) and Kiswahili (spoken).

### **5.0 Deliverables**

The contractor is expected to:

- a) Should be able to do the works as provided in the BoQs and within the time frame provided in the action plan and should meet the CGW/ DALF and EU-IDEAS requirements and standards.

#### **Responsibilities**

##### **The contractor**

- Should Under take the tender works and bring them to term.

#### **DALF Wajir**

- To sign a contract with the contractor as per the tender sum.
- To provide any other logistical support as may be deemed appropriate to enable the contractor perform the works.

#### **Time frame and duration**

The contractor should be able to complete the works by the end of 12 weeks

#### **Bid requirements as per Tender Documents**

## 1.2. Evaluation

Only bidders that shall meet all requirements under Appendix to Instruction to Tenderers shall be subjected to further evaluation. The evaluation shall consist of two stages;

- Stage 1 - Technical Evaluation;
- Stage 2 - Financial Evaluation.

### 1.2.1. Stage 1 - Technical Evaluation

The following table shall guide technical evaluation.

Sub-Factor	Requirement	Maximum score	Awarded score
<b>Financial Situation</b>			
<b>Historical Financial Performance</b>	<b>Audited financial report for the last three (3) years(2016,2017/2018) (choose either of the qualification below):</b>		
	• Average Current ratio above 2 for financial years 2016, 2017/2018	5	
	• Average Current ratio between 1 and 2 for financial years, 2016, 2017/2018	3	
	• Average Current ratio below 1 for financial years 2016, 2017/2018	0	
<b>Average Annual Turnover</b>	<b>As provided in the Audited financial report for the last three (3) years (2016 and 2017/2018) (choose either of the qualification below):</b> Annual turnover for the purposes of this tender has been defined as annual sales from company operation.		
	• Average turnover of the three years above KES100M million per year.	5	
	• Average turnover of the three years between KES80M Million and KES100M Million per year.	3	
	• Average turnover of the three years between KES60M and KES80M per year.	2	
<b>Credit period offered by bidder</b>	<b>The period between request for payment by contractor and actual payment release by procuring entity/Employer, minimum 51 days &amp; completed Bid Form – Qualification Information</b>		
	• Above 60 days	3	
	• Between 52 and 60 days	1	
<b>Contract implemented &amp; completed in the past three years related to works and project in question (2016, 2017/2018)</b>	<b>Information on past completed works of similar nature, complexity and magnitude. Bidders to provide a) Contract agreements/LPOs, completion &amp; handover certificate &amp; completed Bid Form – Qualification Information</b>		
	• Contracts value above KES90Million-	7	
	• Contracts value between KES70Million and KES90Million	5	
	• Contracts value between KES50Million and KES70Million	2	
<b>Current</b>	<b>Information on ongoing projects of similar nature, complexity</b>		



Sub-Factor	Requirement	Maximum score	Awarded score
ongoing works of similar nature, complexity and magnitude awarded within the last 2 years (2017/2018)	and magnitude. Bidders to provide a) Contract agreements/LPOs and site handover certificate/letter & completed Bid Form – Qualification Information		
	<ul style="list-style-type: none"> <li>Projects of similar nature and complexity ( each project = 1 point to a Max of 3) – Works</li> </ul>	3	
	<ul style="list-style-type: none"> <li>Projects of similar magnitude ( each project = 1 point to a Max of 2) – Time and Budget</li> </ul>	2	
Works experience in Wajir county	Projects of similar nature & works undertaken in Wajir County	5	
<b>TOTAL FOR FINANCIAL SITUATION</b>		<b>30</b>	
<b>Experience</b>			
<b>NCA category</b>	NCA category certification ( <i>Bidders to provide NCA - certificates and current practising license to confirm registration status &amp; category. The category should be specific to subject works. A mere registration without corresponding practicing licence will earn no marks</i> ).		
	<ul style="list-style-type: none"> <li>NCA Category – Electrical Works</li> </ul>	5	
<b>TOTAL FOR EXPERIENCE</b>		<b>5</b>	
<b>Key Personnel</b>			
<b>Schedule of Bidder's proposed personnel and their experience. Attach CV describing the person, education background, years of experience, key experience as per the requirements column &amp; evidence of qualification ( certificates, recommendations, service completion certificates etc)</b>			
<b>Project Manager</b>	i. More than a diploma in Civil Engineering or Projects Management field = 1 point	1	
	ii. Similar Works Experience (Over 5 years = 2 points, 4-5years = 1 point.)	2	
	iii. Experience in position of team leader/project manager in similar projects ( More than 5 projects = 2 points, 4-5 projects = 1 point.)	2	
<b>Site Agent</b>	i. More than a diploma in Civil Engineering/Electrical Engineering/Projects Management = 1 point,	1	
	ii. Similar Works Experience (Over 5 years = 2 points, 4-5years = 1 point.	2	
	iii. Experience in position of Site Agent in similar projects (More than 5 projects = 2 points, 4-5 projects = 1 points)	2	
<b>Site Foreman</b>	i. More than a certificate in quantity survey or building economics = 1 point.	1	
	ii. Similar Works Experience (Over 5 years = 2 points, 4-5years = 1 point.)	2	
	iii. Experience in position of surveyor in similar projects (Over 5 years = 2 points, 4-5years = 1 point.)	2	
<b>TOTAL FOR KEY PERSONNEL</b>		<b>15</b>	

Sub-Factor	Requirement	Maximum score	Awarded score
<b>Key Equipment</b>			
<b>Proof of equipment ownership -Logbooks/lease agreements in the name of the bidder/or any other verifiable proofs including purchase receipts for im/mobile equipment without logbooks/registration documents.</b>			
<b>Grader</b>	Schedule of contractor's graders ( <i>Attach proof or evidence of ownership/lease</i> )		
	<ul style="list-style-type: none"> <li>More than 1 Qty</li> </ul>	1	
<b>Vibrating Roller</b>	Schedule of contractor's Vibrating Rollers( <i>Attach proof or evidence of ownership/lease</i> )		
	<ul style="list-style-type: none"> <li>At least one Roller of capacity of more than 10 tonnes. or more than 1 roller of 10 tonnes.</li> </ul>	1	
<b>Excavator</b>	Schedule of contractor's Excavators ( <i>Attach proof or evidence of ownership/lease</i> )		
	<ul style="list-style-type: none"> <li>More than one Excavator</li> </ul>	1	
<b>Dump Truck</b>	Schedule of contractor's Dump Trucks( <i>Attach proof or evidence of ownership/lease</i> )		
	<ul style="list-style-type: none"> <li>More than one Dump Truck.</li> </ul>	1	
<b>Concrete Mixer</b>	Schedule of contractor's Concrete Mixers ( <i>Attach proof or evidence of ownership/lease</i> )		
	<ul style="list-style-type: none"> <li>More than two Concrete mixers.</li> </ul>	2	
<b>Water Boozer.</b>	Schedule of contractor's Water Bowsers ( <i>Attach proof or evidence of ownership/lease</i> )		
	<ul style="list-style-type: none"> <li>One water boozer of least 12,000 litres, or equivalent.</li> </ul>	1	
<b>Porker Vibrator</b>	Schedule of contractor's Porker Vibrator ( <i>Attach proof or evidence of ownership/lease</i> )		
	<ul style="list-style-type: none"> <li>More than five vibrators</li> </ul>	1	
<b>Hand operated Compressor</b>	Schedule of contractor's Hand operated Compressor ( <i>Attach proof or evidence of ownership/lease</i> )		
	<ul style="list-style-type: none"> <li>More than One Hand operated Compressor</li> </ul>	1	
<b>Pick-Up Truck</b>	Schedule of contractor's Pick Ups ( <i>Attach proof or evidence of ownership/lease</i> )		
	<ul style="list-style-type: none"> <li>More than one No.</li> </ul>	1	
<b>TOTAL SCORE FOR EQUIPMENT</b>		<b>10</b>	
<b>Construction Schedule / Works Program/Work Plan.</b>			
<b>Work approach &amp; methodology clearly showing Construction Schedule / Works Program/Work</b>	<ul style="list-style-type: none"> <li>Work &amp; contract mobilization plan with Gantt Charts, laid out time and resource deployment plan</li> </ul>	<b>5</b>	
	<ul style="list-style-type: none"> <li>Demonstrated Proper quality control mechanism anchored throughout the assignment delivery</li> </ul>	<b>5</b>	

Sub-Factor	Requirement	Maximum score	Awarded score
Plan.			

### Summary Stage 1 - Technical Score

Item	Category	Maximum Score	Awarded Score
1	Financial Situation	30	
2	Experience	5	
3	Key Personnel	15	
4	Equipment	10	
5	Construction Schedule / Works Program	10	
	<b>TECHNICAL SCORE, Ts</b>	<b>70</b>	

Only bidder(s) whose total Technical Score (Ts) is 49 points and above will be considered for further evaluation.

#### 1.2.2. Stage 2 - Financial Evaluation

##### 1.2.2.1. Bid Sum Comparison and Ranking

The evaluation shall involve bid sum comparison under. All bids shall be ranked based on Tender Sum.

##### 1.2.2.2. Award

The bidder who shall have quoted the lowest price from section **1.2.2.1 – Bid Sum Comparison and Ranking** above shall be the one considered for award subject to successful bidder due diligence whose essence shall be to confirm the correctness of information provided during the bidding process. If the bidder is found to have given false information, the bidder shall be automatically disqualified without further reference to the bidder and in such a case the next highest evaluated bidder shall be considered subject to the same verification processes.

The bidder that shall emerge successful after the due diligence process shall be awarded the assignment and thereafter contracted subject to successful negotiations whose main aim shall be to harmonize the procuring entity's expectations with the bidder's quoted rates, offer and total bid sum. The agenda for these discussions shall be communicated in writing.

# SECTION VI - CONDITIONS OF CONTRACT

## 1.3. Definitions

1.3.1. In this Contract, except where context otherwise requires, the following terms shall be interpreted as indicated;

**"Bills of Quantities"** means the priced and completed Bill of Quantities forming part of the tender [where applicable].

**"Schedule of Rates"** means the priced Schedule of Rates forming part of the tender [where applicable].

**"The Completion Date"** means the date of completion of the Works as certified by the Employer's Representative.

**"The Contract"** means the agreement entered into by the Employer and the Contractor as recorded in the Agreement Form and signed by the parties.

**"The Contractor"** refers to the person or corporate body whose tender to carry out the Works has been accepted by the Employer.

**"The Contractor's Tender"** is the completed tendering document submitted by the Contractor to the Employer.

**"The Contract Price"** is the price stated in the Letter of Acceptance.

**"Days"** are calendar days; **"Months"** are calendar months.

**"A Defect"** is any part of the Works not completed in accordance with the Contract.

**"The Defects Liability Certificate"** is the certificate issued by Employer's Representative upon correction of defects by the Contractor.

**"The Defects Liability Period"** is the period named in the Appendix to Conditions of Contract and calculated from the Completion Date.

**"Drawings"** include calculations and other information provided or approved by the Employer's Representative for the execution of the Contract.

**"Employer"** Includes Central or Local Government administration, Universities, Public Institutions and Corporations and is the party who employs the Contractor to carry out the Works.

**"Equipment"** is the Contractor's machinery and vehicles brought temporarily to the Site for the execution of the Works.

**"Site"** means the place or places where the permanent Works are to be carried out including workshops where the same is being prepared.

**"Materials"** are all supplies, including consumables, used by the Contractor for incorporation in the Works.

**“Employer’s Representative”** is the person appointed by the Employer and notified to the Contractor for the purpose of supervision of the Works.

**“Specification”** means the Specification of the Works included in the Contract.

**“Start Date”** is the date when the Contractor shall commence execution of the Works.

**“A Subcontractor”** is a person or corporate body who has a Contract with the Contractor to carry out a part of the Work in the Contract, which includes Work on the Site.

**“Temporary works”** are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.

**“A Variation”** is an instruction given by the Employer’s Representative which varies the Works.

**“The Works”** are what the Contract requires the Contractor to construct, install, and turnover to the Employer.

#### **1.4. Contract Documents**

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

- (a) Agreement,
- (b) Letter of Acceptance,
- (c) Contractor’s Tender,
- (d) Conditions of Contract,
- (e) Specifications,
- (f) Drawings,
- (g) Bills of Quantities or Schedule of Rates [whichever is applicable]

#### **1.5. Employer’s Representative’s Decisions**

1.5.1. Except where otherwise specifically stated, the Employer’s Representative will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

#### **1.6. Works, Language and Law of Contract**

1.6.1. The Contractor shall construct and install the Works in accordance with the Contract documents. The Works may commence on the Start Date and shall be carried out in accordance with the Program submitted by the Contractor, as updated with the approval of the Employer’s Representative, and complete them by the Intended Completion Date.

1.6.2. The ruling language of the Contract shall be English language and the law governing the Contract shall be the law of the Republic of Kenya.

#### **1.7. Safety, Temporary works and Discoveries**

1.7.1. The Contractor shall be responsible for design of temporary works and shall obtain approval of third parties to the design of the temporary works where required.

1.7.2. The Contractor shall be responsible for the safety of all activities on the Site.

1.7.3. Anything of historical or other interest or significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the

Employer's Representative of such discoveries and carry out the Employer's Representative's instructions for dealing with them.

### **1.8. Work Program and Sub-contracting**

- 1.8.1. Within seven days after Site possession date, the Contractor shall submit to the Employer's Representative for approval a program showing the general methods, arrangements, order and timing for all the activities in the Works.
- 1.8.2. The Contractor may sub-contract the Works (but only to a maximum of 25 percent of the Contract Price) with the approval of the Employer's Representative. However, he shall not assign the Contract without the approval of the Employer in writing. Sub-contracting shall not alter the Contractor's obligations.

### **1.9. The site**

- 1.9.1. The Employer shall give possession of all parts of the Site to the Contractor.
- 1.9.2. The Contractor shall allow the Employer's Representative and any other person authorized by the Employer's Representative, access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

### **1.10. Instructions**

- 1.10.1. The Contractor shall carry out all instructions of the Employer's Representative which are in accordance with the Contract.

### **1.11. Extension of Completion Date**

- 1.11.1. The Employer's Representative shall extend the Completion Date if an occurrence arises which makes it impossible for completion to be achieved by the Intended Completion Date. The Employer's Representative shall decide whether and by how much to extend the Completion Date.
- 1.11.2. For the purposes of this clause, the following occurrences shall be valid for consideration;  
Delay by:-
  - (a) force majeure, or
  - (b) reason of any exceptionally adverse weather conditions, or
  - (c) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works, or
  - (d) reason of the Employer's Representative's instructions issued under these Conditions, or
  - (e) reason of the contractor not having received in due time necessary instructions, drawings, details or levels from the Employer's Representative for which he specifically applied in writing on a date which having regard to the date for Completion stated in the appendix to these Conditions or to any extension of time then fixed under this clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same, or
  - (f) delay on the part of artists, tradesmen or others engaged by the Employer in executing work not forming part of this Contract, or
  - (g) reason of delay by statutory or other services providers or similar bodies engaged directly by the Employer, or
  - (h) reason of opening up for inspection of any Work covered up or of the testing or any of the Work, materials or goods in accordance with these conditions unless

- the inspection or test showed that the Work, materials or goods were not in accordance with this Contract, or
- (i) reason of delay in appointing a replacement Employer's Representative, or
  - (j) reason of delay caused by the late supply of goods or materials or in executing Work for which the Employer or his agents are contractually obliged to supply or to execute as the case may be, or
  - (k) delay in receiving possession of or access to the Site.

### **1.12. Management Meetings**

- 1.12.1. A Contract management meeting shall be held regularly and attended by the Employer's Representative and the Contractor. Its business shall be to review the plans for the remaining Work. The Employer's Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and the Employer. The responsibility of the parties for actions to be taken shall be decided by the Employer's Representative either at the management meeting or after the management meeting and stated in writing to all who attend the meeting.
- 1.12.2. Communication between parties shall be effective only when in writing.

### **1.13. Defects**

- 1.13.1. The Employer's Representative shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Employer's Representative may instruct the Contractor to search for a defect and to uncover and test any Work that the Employer's Representative considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor. However if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.
- 1.13.2. The Employer's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract.
- 1.13.3. Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Employer's Representative's notice. If the Contractor has not corrected a defect within the time specified in the Employer's Representative's notice, the Employer's Representative will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

### **1.14. Bills of Quantities/Schedule of Rates**

- 1.14.1. The Bills of Quantities/Schedule of Rates shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rates in the Bills of Quantities/Schedule of Rates for each item. Items against which no rate is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the rates for other items in the Bills of Quantities/Schedule of Rates.
- 1.14.2. Where Bills of Quantities do not form part of the Contract, the Contract Price shall be a lump sum (which shall be deemed to have been based on the rates in the Schedule of Rates forming part of the tender) and shall be subject to re-measurement after each stage.

## **1.15. Variations**

- 1.15.1. The Contractor shall provide the Employer's Representative with a quotation for carrying out the variations when requested to do so. The Employer's Representative shall assess the quotation and shall obtain the necessary authority from the Employer before the variation is ordered.
- 1.15.2. If the Work in the variation corresponds with an item description in the Bill of Quantities/Schedule of Rates, the rate in the Bill of Quantities/Schedule of Rates shall be used to calculate the value of the variation. If the nature of the Work in the variation does not correspond with items in the Bill of Quantities/Schedule of Rates, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.
- 1.15.3. If the Contractor's quotation is unreasonable, the Employer's Representative may order the variation and make a change to the Contract Price, which shall be based on the Employer's Representative's own forecast of the effects of the variation on the Contractor's costs.

## **1.16. Payment Certificates and Final Account**

- 1.16.1. The Contractor shall be paid after each of the following stages of Work listed herebelow (subject to re-measurement by the Employer's Representative of the Work done in each stage before payment is made). In case of lump-sum Contracts, the valuation for each stage shall be based on the quantities so obtained in the re-measurement and the rates in the Schedule of Rates.
- (i) There shall be no advance payment
  - (ii) First stage - *minimum 30% on evaluation of executed works.*
  - (iii) Second stage – minimum 30% on valuation of executed works.
  - (iv) Third stage – minimum 30% on practical completion and testing of works
  - (v) After defects liability period-10%.
- 1.16.2. Upon deciding that Works included in a particular stage are complete, the Contractor shall submit to the Employer's Representative his application for payment. The Employer's Representative shall check, adjust if necessary and certify the amount to be paid to the Contractor within 21 days of receipt of the Contractor's application. The Employer shall pay the Contractor the amounts so certified within 30 days of the date of issue of each Interim Certificate.
- 1.16.3. The Contractor shall supply the Employer's Representative with a detailed final account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer's Representative shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer's Representative shall issue within 21 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the Employer's Representative shall decide on the amount payable to the Contractor and issue a Final Payment Certificate. The Employer shall pay the Contractor the amount so certified within 60 days of the issue of the Final Payment Certificate.
- 1.16.4. If the period laid down for payment to the Contractor upon each of the Employer's Representative's Certificate by the Employer has been exceeded, the Contractor shall be entitled to claim simple interest calculated pro-rata on the basis of the number of days delayed at the Central Bank of Kenya's average base lending rate prevailing on the first day the payment becomes overdue. The Contractor will be required to notify the Employer within 15 days of receipt of delayed payments of his intentions to claim interest.



### **1.17. Insurance**

1.17.1. The Contractor shall be responsible for and shall take out appropriate cover against, among other risks, personal injury; loss of or damage to the Works, materials and plant; and loss of or damage to property.

### **1.18. Liquidated Damages**

1.18.1. The Contractor shall pay liquidated damages to the Employer at the rate 0.001 per cent of the Contract price per day for each day that the actual Completion Date is later than the Intended Completion Date except in the case of any of the occurrences listed under clause 9.2. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

### **1.19. Completion and Taking Over**

1.19.1. Upon deciding that the Work is complete the Contractor shall request the Employer's Representative to issue a Certificate of Completion of the Works, upon deciding that the Work is completed. The Employer shall take over the Site and the Works within seven days of the Employer's Representative issuing a Certificate of Completion.

### **1.20. Termination**

1.20.1. The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to, the following;

- (a) the Contractor stops Work for 30 days continuously without reasonable cause or authority from the Employer's Representative;
- (b) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) A payment certified by the Employer's Representative is not paid by the Employer to the Contractor within 30 days after the expiry of the payment periods stated in sub clauses 14.2 and 14.3 hereinabove.
- (d) The Employer's Representative gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time.

1.20.2. If the Contract is terminated, the Contractor shall stop Work immediately, and leave the Site as soon as reasonably possible. The Employer's Representative shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site.

### **1.21. Payment Upon Termination**

1.21.1. The Employer may employ and pay other persons to carry out and complete the Works and to rectify any defects and may enter upon the Works and use all materials on Site, plant, equipment and temporary works.

1.21.2. The Contractor shall, during the execution or after the completion of the Works under this clause, remove from the Site as and when required within such reasonable time as the Employer's Representative may in writing specify, any temporary buildings, plant, Machinery, appliances, goods or materials belonging to him, and in default thereof, the Employer may (without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.

1.21.3. Until after completion of the Works under this clause, the Employer shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefore the Employer's Representative shall certify the amount of expenses

properly incurred by the Employer and, if such amount added to the money paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract, the difference shall be a debt payable to the Employer by the Contractor; and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

## **1.22. Corrupt Gifts and Payments of Commission**

1.22.1. The Contractor shall not;

- (a) Offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract with the Employer.
- (b) Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the Laws of Kenya.

## **1.23. Settlement of Disputes**

1.23.1. 21.1 Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

# SECTION VII - APPENDIX TO CONDITIONS OF CONTRACT

## General

Where there is a contradiction between Section VI – Conditions of Contract and Section VII- Appendix to Conditions of Contract, the latter Section VII- Appendix to Conditions of Contract shall be the reference.

## The Employer Is:

Name: ***\_WAJIR COUNTY GOVERNMENT - DEPARTMENT OF LIVESTOCK&ETERINARY SERVICES***

Address: ***P.O BOX 9, WAJIR***

Name of Employer's Representative: ***County Chief Officer (LIVESTOCK& VETERINARY SERVICES)***

**The name (and identification number) of the Contract is PROPOSED REFURBISHMENT OF MAKAROR SLAUGHTERHOUSE**

**The Start Date shall be \_AS PER CONTRACT DOCUMENT**

**The Intended Completion Date for the whole of the Works shall be 12 WEEKS AFTER SIGNING OF CONTRACT**

**The Site Possession Date shall be AS SIGNED IN THE CONTRACT**

**The Site is located at \_Makaror Area, Wajir Town**

**The Defects Liability Period is: 180 days (6months).** During this period the employer shall retain 10% of the total tender sum. The contractor shall be required to make good any defects that arise due to poor workmanship of the contractor or manufacturers defect. The employer shall reserve the right to remedy the defects and charge the contractor.

**Amount of Tender Security** Kshs 300,000.00

**Amount of performance bond** at the rate of 5% of the tender sum.

**Payments for Works Done: Clause 1.16.1** of the Conditions of Contract shall be omitted in its entirety and the following inserted in its place:-

- i. There shall be no Advance Payment
- ii. 90% of the Contract Sum will be paid to the Contractor in a maximum of 3 payments
- iii. After defects liability period-the remaining 10% of the Contract Sum will be released to the Contractor

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

**The County Secretary,  
Wajir County Government**

**P.O Box 9,  
WAJIR.**

The tender opening date and time is **2nd APRIL, 2019 at 11.00 a.m.**

**Labour:**

Unskilled labor shall be sourced from the locality of the project.

At least 30% of the labor force shall comprise of youth, 30% women and at least one (1) person with disability

**Materials;**

The contractor is encouraged to use as much local available material as possible without compromising quality.

All materials delivered to site will be deemed to be the property of the employer and permission will be required from the employer before their removal from site.

**Security;**

Security of the materials on site will remain the responsibility of the contractor until the project is completed, tested, commissioned and handed over. . All insurance costs shall be borne by the contractor and any loss of materials shall be replaced by the contractor.

**Insurance;**

The tenderer shall ensure a workman compensation insurance policy is in place before commencement of work.

**Supply and Install:**

It shall be assumed that all materials supplied shall be installed and used to construct the specified infrastructure to working condition. The contractor shall be deemed to have completed the contract works when they provide a "Working System".

**Where Sub-contract agreements exist:** they shall be declared and shall form part of the contract. The County Government shall be the arbitrator in the event of any disputes between the Contractor and the Sub-Contractor and the decision of the arbitrator shall be final. The arbitrator can direct payments be made directly to sub-contractors, if need be.

**The site shall be handed over** to the contractor within one week of signing the Contract Agreement.

The Contractor shall complete the project within the contract period. Any delay in completion shall attract the employer to charge for **Liquidated Damages. The penalties shall** be charged at Kes.10,000 per day (contracts up to Kes.5 Million), Kes.20,000 Per day (contracts 5M-10M) Kes.30,000 Per day (Contracts above 10M)

Upon Completion of work the contractor shall prepare "as built" drawings that indicate the layout of the final installation.

Before commencement of work the contractor shall **submit work plans** for the project to be approved by the department before taking over the site.

## **SECTION VIII - SPECIFICATIONS, DRAWINGS AND BILLS OF QUANTITIES/SCHEDULE OF RATES**

### **1.24. SPECIFICATIONS - Notes for preparing Specifications**

1.24.1. Specifications must be drafted to present a clear and precise statement of the required standards of materials and workmanship for tenderers to respond realistically and competitively to the requirements of the 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.

1.24.2. Specifications from previous similar projects are useful and it may not be necessary to rewrite specifications for every works contract.

1.24.3. 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.

### **1.25. DRAWINGS**

1.25.1. A list of the Contract Drawings should be inserted here. The actual Contract Drawings including Site plans should be annexed in a separate booklet

## **SECTION IX - Appendix to Specifications, Drawings and Bill of Quantities/Schedule of Rates**

- 1.26. Bill of Quantities is attached as Appendix 1 A
- 1.27. Drawings are attached as Appendix 1B

## **SECTION X – STANDARD FORMS**

### List of Standard Forms

1. Form of Invitation for Tenders
2. Form of Tender
3. Letter of Acceptance
4. Form of Agreement
5. Form of Tender Security
6. Performance Bank Guarantee
7. Performance Bond
8. Bank Guarantee for Advance Payment
9. Qualification Information
10. Tender Questionnaire
11. Confidential Business Questionnaire
12. Details of Sub-Contractors
13. Letter of notification of award
14. Request for Review Form
15. Commitment to the Code of Ethics



## STANDARD FORMS

### 1.1. FORM OF INVITATION FOR TENDERS

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

\_\_\_\_\_  
[address]

Dear Sirs:

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

*You have been prequalified to tender for the above project.*

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

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

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

*Upon payment of a non-refundable fee of Kshs*

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

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

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

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

*Yours faithfully,*

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

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

## 1.2. FORM OF TENDER

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

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

\_\_\_\_\_ [Name of Contract]

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities/Schedule of Rates for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of Kshs. \_\_\_\_\_ [Amount in figures] Kenya Shillings \_\_\_\_\_ [Amount in words]
2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Employer's Representative's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.
3. We agree to abide by this tender until \_\_\_\_\_ [Insert date], and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

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

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

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

Witness;

Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

(Amend accordingly if provided by Insurance Company)

**1.3. LETTER OF ACCEPTANCE**

[letterhead paper of the Employer]

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

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

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

Dear Sir,

This is to notify you that your Tender dated

\_\_\_\_\_

for the execution of

\_\_\_\_\_

[name of the Contract and identification number, as given in the Tender documents] for the Contract

Price of Kshs. \_\_\_\_\_ [amount in figures][Kenya

Shillings \_\_\_\_\_ (amount in words) ] in accordance with the Instructions to

Tenderers is hereby accepted.

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

Authorized  
Signature \_\_\_\_\_

Name \_\_\_\_\_ and \_\_\_\_\_ Title \_\_\_\_\_ of  
Signatory \_\_\_\_\_  
\_\_\_\_\_

Attachment: Agreement

#### 1.4. FORM OF AGREEMENT

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

\_\_\_\_\_ of [or whose registered office  
is situated at] \_\_\_\_\_ (hereinafter called "the  
Contractor") of the other part.

WHEREAS THE Employer is desirous that the Contractor executes

\_\_\_\_\_  
\_\_\_\_\_

(*name and identification number of Contract* ) (hereinafter called "the Works") located  
at \_\_\_\_\_ [*Place/location of the Works*] and the Employer has accepted the  
tender submitted by the Contractor for the execution and completion of such Works and the remedying  
of any defects therein for the Contract Price of

Kshs \_\_\_\_\_ [*Amount in figures*],

Kenya Shillings \_\_\_\_\_ *Amount*  
*in words*].

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.
  - (i) Letter of Acceptance
  - (ii) Form of Tender
  - (iii) Conditions of Contract Part I
  - (iv) Conditions of Contract Part II and Appendix to Conditions of Contract
  - (v) Specifications
  - (vi) Drawings
  - (vii) Priced Bills of Quantities/Priced Schedule of Rates [whichever is applicable]

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

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

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

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

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

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

In the presence of;

[i] Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

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

Address \_\_\_\_\_

Signature \_\_\_\_\_

**1.5. FORM OF TENDER SECURITY**

WHEREAS ..... (hereinafter called "the Tenderer") has submitted his tender dated ..... for the construction of .....

.....(Name of Contract)

KNOW ALL PEOPLE by these presents that WE ..... having our registered office at .....(hereinafter called "the Bank"), are bound unto .....(hereinafter called "the Employer") in the sum of Kshs..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this ..... Day of .....20.....

THE CONDITIONS of this obligation are:

- 1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers  
Or
- 2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
  - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the said date.

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

[signature of the Bank]

\_\_\_\_\_  
\_\_\_\_\_  
[witness]

[seal]



**1.6. PERFORMANCE BANK GUARANTEE**

To: \_\_\_\_\_ (Name of Employer)  
\_\_\_\_\_ (Date)

\_\_\_\_\_ (Address of Employer)

Dear Sir,

WHEREAS \_\_\_\_\_  
(hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ (hereinafter called "the Works");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Kshs. \_\_\_\_\_ (amount of Guarantee in figures) Kenya Shillings \_\_\_\_\_ (amount of Guarantee in words), and we undertake to pay you, upon your first written demand and without civil or argument, any sum or sums within the limits of Kenya Shillings \_\_\_\_\_ (amount of Guarantee in words) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change, addition or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any change, addition, or modification.

This guarantee shall be valid until the date of issue of the Certificate of Completion.

SIGNATURE AND SEAL OF THE GUARANTOR  
\_\_\_\_\_



Name of Bank

---

Address

---

Date

---

*(Amend accordingly if provided by Insurance Company)*

**1.7. PERFORMANCE BOND**

By this Bond, We \_\_\_\_\_ of (or whose registered office is situated at] \_\_\_\_\_

as Principal (hereinafter called "the Contractor") and \_\_\_\_\_

\_\_\_\_\_ of [or whose registered office is situated at] \_\_\_\_\_

as Surety (hereinafter called "the Surety"), are held and firmly bound unto

\_\_\_\_\_ of [or whose registered office is situated at] \_\_\_\_\_

as Obligee (hereinafter called "the Employer") in the amount of Kshs. \_\_\_\_\_ [amount of Bond in figures] Kenya Shillings

\_\_\_\_\_ [amount of Bond in words], for the payment of which sum well and truly, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a Contract with the Employer dated the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ for the execution of \_\_\_\_\_

\_\_\_\_\_ [name of Contract] in accordance with the Contract documents, Specifications and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a tender or tenders from qualified tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive tenderer, arrange for a Contract between such tenderer and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

The term "Balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by the Employer to the Contractor under the Contract, less the amount properly paid by the Employer to the Contractor; or

- (3) pay the Employer the amount required by the Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.
- The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of issuance of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

SIGNED ON \_\_\_\_\_ SIGNED ON \_\_\_\_\_

On behalf of \_\_\_\_\_ On behalf of \_\_\_\_\_

*[name of Contractor]* *[name of Surety]*

By \_\_\_\_\_ By \_\_\_\_\_

In the capacity of \_\_\_\_\_ In the capacity of \_\_\_\_\_

In the presence of; Name \_\_\_\_\_ In the presence of; Name \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

Signature\_\_\_\_\_Signature\_\_\_\_\_

Date\_\_\_\_\_Date\_\_\_\_\_

## 1.8. BANK GUARANTEE FOR ADVANCE PAYMENT

To: \_\_\_\_\_ [*name of Employer*]  
\_\_\_\_\_ (Date)

\_\_\_\_\_ [*address of Employer*]

Gentlemen,

Ref: \_\_\_\_\_ [*name of Contract*]

In accordance with the provisions of the Conditions of Contract of the above-mentioned Contract, We, \_\_\_\_\_ [*name and Address of Contractor*] (hereinafter called "the Contractor") shall deposit with \_\_\_\_\_ [*name of Employer*] a bank guarantee to guarantee his proper and faithful performance under the said Contract in an amount of Kshs. \_\_\_\_\_ [*amount of Guarantee in figures*] Kenya Shillings \_\_\_\_\_ [*amount of Guarantee in words*].

We, \_\_\_\_\_ [*bank or financial institution*], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to \_\_\_\_\_ [*name of Employer*] on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding Kshs \_\_\_\_\_ [*amount of Guarantee in figures*] Kenya Shillings \_\_\_\_\_ [*amount of Guarantee in words*], such amount to be reduced periodically by the amounts recovered by you from the proceeds of the Contract.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between \_\_\_\_\_ [*name of Employer*] and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

No drawing may be made by you under this guarantee until we have received notice in writing from you that an advance payment of the amount listed above has been paid to the Contractor pursuant to the Contract.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until

\_\_\_\_\_ (*name of Employer*) receives full payment of the same amount from the Contract.

Yours faithfully,

Signature \_\_\_\_\_ and \_\_\_\_\_ Seal

Name of the Bank or financial institution \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

Witness:      Name: \_\_\_\_\_

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

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

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

## 1.9. QUALIFICATION INFORMATION

### 1. Individual Tenderers or Individual Members of Joint Ventures

1.1 Constitution or legal status of tenderer (attach copy or Incorporation Certificate);

Place of registration:

\_\_\_\_\_

Principal place of business

\_\_\_\_\_

Power of attorney of signatory of tender

\_\_\_\_\_

1.2 Total annual volume of construction work performed in the last five years

YEAR	CURRENCY	Value

1.1 Work performed as Main Contractor on works of a similar nature and volume over the last five years. Also list details of work under way or committed, including expected completion date – attach contracts, letters of completion & handover certificates.

Project Name	Name of client and contact person	Type of work performed and year of completion/Expected year of completion	Value of contract	Level of Completion (%)	Expected cash outlay to complete the remaining part

1.4 Major items of Contractor's Equipment proposed for carrying out the Works. List all information requested below.

Item of Equipment	Description, Make and age (years)	Condition(new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data.

Position	Name	Years of experience (general)	Years of experience in proposed position
Project Manager			

- 1.6 Financial reports for the last five years: balance sheets, profit and loss statements, auditor's reports, etc. List below and attach copies.

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- 1.7 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of supportive documents.

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- 1.8 Proposed Credit Period ( In calendar days). This shall form part of the conditions of the contract.

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- 1.9 Name, address and telephone, telex and facsimile numbers of banks that may provide reference if contacted by the Employer.

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- 1.10 Statement of compliance with the requirements of Clause 1.2 of the Instructions to Tenderers.

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- 1.11 Proposed program (work method and schedule) for the whole of the Works.

---



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## 2 Joint Ventures

- 2.0 The information listed in 1.1 –1.10 above shall be provided for each partner of the joint venture.
- 2.1 The information required in 1.1.1 above shall be provided for the joint venture.
- 2.2 Attach the power of attorney of the signatory(ies) of the tender authorizing signature of the tender on behalf of the joint venture
- 2.3 Attach the Agreement among all partners of the joint venture ( and which is legally binding on all partners), which shows that:
  - a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
  - b) one of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; and
  - c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

## 1.10. TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of tenderer;

.....

2. Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below);

.....

3. Telephone number (s) of tenderer;

.....

4. Telex of tenderer;

.....

5. Name of tenderer's representative to be contacted on matters of the tender during the tender period;

.....

6. Details of tenderer's nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone, telex);

.....

\_\_\_\_\_

Signature of Tenderer

Make copy and deliver to: \_\_\_\_\_ (Name of Employer)

## 1.11. CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or whichever applies to your type of business.

You are advised that it is a serious offence to give false information on this Form.

### *Part 1 – General*

Business Name .....

Location of business premises;

.....Country/Town.....

Plot No.....Street/Road.....

Postal Address..... Tel No.....

Nature of Business.....

Current Trade Licence No..... Expiring date.....

Maximum value of business which you can handle at any time:

KES.....

Name of your Bankers.....

Branch.....

### *Part 2 (a) – Sole Proprietor*

Your name in full.....Age.....

Nationality..... Country of Origin.....

Citizenship details .....

### *Part 2 (b) – Partnership*

*Give details of partners as follows:*

	<b>Name in full</b>	<b>Nationality</b>	<b>Citizenship Details</b>	<b>Shares</b>
1				
2				
3				

## 1.12. DETAILS OF SUB-CONTRACTORS

If the Tenderer wishes to sublet any portions of the Works under any heading, he must give below details of the sub-contractors he intends to employ for each portion. Failure to comply with this requirement may invalidate the tender.

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

(ii) Full name of Sub-contractor and address of head office:.....

(iii) Sub-contractor's experience of similar works carried out in the last 3 years with Contract value:

.....

2. Portion of Works to sublet:

.....

(i) Full name of sub-contractor and address of head office:.....

(ii)

.....

(iii) Sub-contractor's experience of similar works carried out in the last 3 years with contract value:

.....

\_\_\_\_\_

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

Date

### 1.13. LETTER OF NOTIFICATION OF AWARD

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

---

---

To:

---

---

RE: Tender No.

---

Tender

Name

---

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

---

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

*(FULL PARTICULARS)*

---

SIGNED FOR ACCOUNTING OFFICER

**1.14. PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

**FORM RB 1**

**REPUBLIC OF KENYA  
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of .....dated the...day of .....20.....in the matter of Tender No.....of .....20...

**REQUEST FOR REVIEW**

I/We.....,the above named Applicant(s), of address: Physical address.....Fax No.....Tel. No.....Email ....., hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

- 1.
- 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
- 2.
- etc

SIGNED .....(Applicant)

Dated on.....day of ...../...20...

---

**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on ..... day of .....20.....

SIGNED  
Board Secretary

**1.15. COMMITMENT TO THE CODE OF ETHICS**

I ..... (Supplier) Confirm that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act 2015 and the Code of Ethics for Suppliers and my responsibilities under the Code.

I also certify that I am duly authorized to sign this Code on my own behalf and on behalf of my organization, and agree to comply with the Code of Ethics.

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

Position.....

Office address.....

Telephone.....

E-mail.....

Name of the Firm.....

**(Company Seal/ Rubber Stamp where applicable)**

Sworn at

.....}

By the said .....}

Deponent

This.....day of.....20.....}

Before Me.....}

**Commissioner for Oaths/Magistrate}**

# **ANNEX 1A**

## **SPECIFICATIONS AND BILLS OF QUANTITIES**



# **BILLS OF QUANTITIES**

**PROPOSED REFURBISHMENT OF MAKAROR SLAUGHTERHOUSE IN WAJIR TOWN**

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>SLAUGHTERHOUSE RENOVATIONS</u></b>				
	<b><u>FITTINGS AND FIXTURES</u></b>				
	<b><u>Sanitary Fittings: supply and fix the following:-</u></b>				
A	Stainless steel sink size 1000 x 500mm including plug and chain	10	NO		
B	38mm diameter Bottle Trap and connection sundries	10	NO		
C	Pillar Tap as "Peglar" or equivalent	10	NO		
D	20mm diameter PPR pipe.	65	LM		
E	20 x 20 x 20mm dia equal tee.	10	NO		
F	20mm dia. Bends	10	NO		
	<b><u>Gratings</u></b>				
G	Supply and fix steel grating cover to open drain channel; 150mm width	41	LM		
	<b><u>Externally</u></b>				
	<b><u>Hoisting Framework</u></b>				
H	Steel frame gantry consisting of 2 No. 75mm diameter vertical mild steel pipes 2500mm long one end fanged and built into concrete and other end welded to 75mm diameter horizontal steel tube 3000mm long	3	NO		
I	Heavy duty Chain block assembly	4	NO		
	<b>TOTAL FITTINGS AND FIXTURES CARRIED TO SUMMARY</b>				

PROPOSED REFURBISHMENT OF MAKAROR SLAUGHTERHOUSE IN WAJIR TOWN

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>FINISHES</u></b>				
	<b><u>Floors</u></b>				
	<u>Internally</u>				
	<b><u>Carefully hack existing floor finish, cart away debris and prepare damaged surface to receive floor finishes and apply the following:-</u></b>				
A	32mm thick cement/sand screed 1:4	370	SM		
B	Non-slip ceramic tile floor finish neatly laid on floor screed with grout	370	SM		
C	Ditto skirting	123	LM		
	<u>Externally</u>				
	<b><u>Carefully hack existing floor finish, cart away debris and prepare damaged surface to receive floor finishes and apply the following:-</u></b>				
D	32mm thick cement/sand screed 1:4	502	SM		
	<b><u>Wall Finishes</u></b>				
	<u>Internally</u>				
	<b><u>Carefully hack existing wall finish, cart away debris and prepare damaged surface to receive new wall finishes and apply the following:-</u></b>				
E	12mm thick cement/sand/lime plaster to wall surfaces internally	492	SM		
	<u>Externally</u>				
	<b><u>Carefully hack existing wall finish, cart away debris and prepare damaged surface to receive new wall finishes and apply the following:-</u></b>				
F	15mm thick cement/sand render to wall surfaces externally	338	SM		
	<b>TOTAL FINISHES CARRIED TO SUMMARY</b>				

PROPOSED REFURBISHMENT OF MAKAROR SLAUGHTERHOUSE IN WAJIR TOWN

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>Painting:</u></b>				
	<b><u>Prepare and apply two undercoats and two finishing coats of first quality super gloss paint to:-</u></b>				
A	General surfaces of external doors	12	SM		
	<b><u>Prepare and apply one undercoat and two finishing coats of 1st quality silk vinyl paint to:-</u></b>				
B	General plastered surfaces of walls internally	492	SM		
C	Ditto externally	338	SM		
D	Ditto Surfaces of Ceilings	370	SM		
	<b><u>Prepare and apply two undercoats stainer and two finishing coats of first quality gloss oil paint to:-</u></b>				
E	General Surfaces of timber girth 200-300mm	78	LM		
F	Ditto girth 100-200mm	78	LM		
G	Window surfaces generally	101	SM		
	<b><u>Prepare and apply two undercoats and two finishing coats of oil roof paint to:-</u></b>				
H	Roof surfaces externally	444	SM		
<b>TOTAL PAINTING CARRIED TO SUMMARY</b>					

**PROPOSED REFURBISHMENT OF MAKAROR SLAUGHTERHOUSE IN WAJIR TOWN**

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>SUMMARY</u></b>				
<b>1</b>	<b>Fittings and Fixtures</b>				
<b>2</b>	<b>Finishes</b>				
<b>3</b>	<b>Painting and Decoration</b>				
<b>TOTAL SLAUGHTERHOUSE RENOVATIONS CARRIED TO GRAND SUMMARY</b>					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>ELECTRICAL INSTALLATION</u></b>				
	<b>Supply, install, test and commission the following:-</b>				
	<u>LIGHTING POINTS</u>				
	<u>Lighting points wired in 3 x 1.5mm<sup>2</sup> S-C PVC copper cables drawn in concealed 20mm diameter heavy gauge PVC conduits complete with necessary accessories excluding switches and fittings for:-</u>				
<b>A</b>	a) one way switching	8	NO		
<b>B</b>	b) two way switching	6	NO		
	<u>SWITCHES</u>				
	5 Amps moulded ivory switch plate as MEM or approved equivalent as follows:-				
<b>C</b>	a) one gang one way	6	NO		
<b>D</b>	b) one gang two way	8	NO		
<b>E</b>	c) three gang one way	4	NO		
	<u>LIGHTING FITTINGS</u>				
	<u>Lighting fittings complete with lumps of the correct wattage as follows:-</u>				
<b>F</b>	a) 1200mm, 1 x 36w batten fluorescent fittings as thorn or approved equivalent	8	NO		
<b>G</b>	b) 100W polycarbonate bulkhead fittings as thorn or approved equivalent	4	NO		
<b>H</b>	c) pendant set comprising 10A 3-plate ceiling rose BC lamp holder with energy saving bulb and flex cable	3	NO		
	<u>POWER POINTS, SOCKET OUTLETS AND OTHER ITEMS</u>				
<b>I</b>	Socket outlet points wired in 3 x 2.5mm <sup>2</sup> S-C PVC copper cables drawn in concealed 20mm diameter heavy gauge PVC conduits	8	NO		
<b>J</b>	13Amps twin socket outlets as MEM or approved equivalent	8	NO		
	Total carried forward to COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELECTRICAL POWER DISTRIBUTION</u>				
A	9-ways consumer control unit as CRABTREE or approved equivalent	1	NO		
	Miniature circuit breakers as CRABTREE for item 14 as follows:-				
B	a) 10 Amps SP	6	NO		
C	b) 30 Amps SP	3	NO		
D	Sub-mains cables comprising 3X16.0mm <sup>2</sup> single core PVCI copper cables drawn in 32mm diameter heavy gauge PVC conduits	20	LM		
E	14swg, double tariff galvanized steel meter box	1	NO		
F	80Amps cut out fuse carrier complete with fuse	1	NO		
G	80Amps KBMG switch	1	NO		
	<u>ELECTRICAL EARTHING</u>				
	<u>Electrical earthing comprising the following:-</u>				
H	a) 10.0mm <sup>2</sup> single core copper cables drawn in heavy gauge conduit	5	LM		
I	b) 1500mm long x 16mm diameter copper electrode complete with clamp	1	NO		
J	c) 300x300x300mm concrete earthing chamber complete with pre-cast concrete cover	1	NO		
	Total carried forward to COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>PORTABLE FIRE EXTINGUISHERS</u>				
<b>A</b>	9 litre water carbon dioxide fire extinguisher complete with pressure gauge ,initial charge and mounting brackets	1	NO		
<b>B</b>	5kg carbon dioxide gas portable fire extinguisher complete with pressure gauge , initial charge and mounting brackets	1	NO		
<b>C</b>	4.5kg dry chemical powder portable fire extinguisher complete with pressure gauge , initial charge and mounting brackets	1	NO		
	Total carried forward to COLLECTION				
	<u>COLLECTION</u>				
<b>1</b>	BROUGHT FORWARD FROM PAGE E/1				
<b>2</b>	BROUGHT FORWARD FROM PAGE E/3				
<b>3</b>	BROUGHT FORWARD FROM PAGE E/4				
	<b>TOTAL ELECTRICAL INSTALLATION WORKS CARRIED TO GRAND SUMMARY</b>				



PROPOSED REFURBISHMENT OF MAKAROR SLAUGHTERHOUSE IN WAJIR TOWN

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>WATER RETICULATION</u></b>				
	<b><u>Supply and fix pipes and tubing with screwed and socketed joints to manufacturers printed instructions.</u></b>				
	<b><u>Tenderers must allow in their pipe work prices for all flanges couplings, connectors, joints etc as required in the running lengths of pipe all fitting fixing clips and holderbats, plugged and screws.</u></b>				
A	Excavate trenches for pipes not exceeding 750mm deep, lay pipes, part return in fill and surplus cart away.	248	LM		
	<b><u>Piping</u></b>				
B	20mm diameter PPR pipe.	68	LM		
C	32mm diameter galvanized mild steel pipe	42	LM		
D	32mm diameter PVC pipes	96	LM		
E	20mm diameter ditto	42	LM		
	<b><u>Extra over g.m.s pipe work:-</u></b>				
D	32mm Elbow	12	LM		
E	32mm Tee	14	LM		
F	32mm Union	10	NO		
G	32mm Nipple	12	NO		
F	20 x 20 x 20mm dia equal tee.	12	NO		
G	20mm dia. Bends	4	NO		
H	20mm nipple	2	NO		
	<b><u>Gate Valve</u></b>				
J	32mm diameter as Peglar or equal and approved	3	NO		
K	20mm diameter ditto	3	NO		
	<b><u>Tap</u></b>				
L	Pillar Tap as Peglar or equal and approved	3	NO		
M	Stand Pipe	2	NO		
	<b>TOTAL CARRIED TO COLLECTION</b>				

PROPOSED REFURBISHMENT OF MAKAROR SLAUGHTERHOUSE IN WAJIR TOWN

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>STORAGE</u></b>				
	<b><u>Water Storage Tank.</u></b>				
A	Supply, deliver and install vertical close end plastic moulded tank to capacity 10000 litres . The tank to be assembled complete with coverand having screwed connections for inlet, outlet, overflow, 32mm high pressure ball valve, drain pipes and any other necessary item for its proper functioning. The tank shall be as "ROTO" Model or approved equivalent; On raised platform 5000mm above ground level	2	NO		
	<b><u>Elevated Platform</u></b>				
B	Vibrated Reinforced Concrete (Class 20 in Base including excavations, stee reinforcement and all formwork; size 400x 400mm; including building in plate to receive RHS columns	4	NO		
	<b><u>The following steel members to have welded and bolted joints</u></b>				
C	100 x 100 x 4mm Square Hollow Section columns	96	LM		
D	75 x 50 x 3mm Rectangular Hollow Section horizontal rails	40	LM		
E	50 x 50 x 3mm Angle section braces	126	LM		
F	Timber decking to form platform	15	SM		
	<b><u>Booster Pump</u></b>				
G	Booster pump, full time duty when need arises mounted on a frame with a mild steel plate. The pump to be 3 hose power and a maximum head of 40m as Grundfos model or equal and approved including connection to power supply	1	NO		
	<b><u>Testing and commissioning</u></b>				
H	Allow for testing the whole internal drainage installation during progress and after completion to the satisfaction of the Project Manager.		Item		
	<b>TOTAL CARRIED TO COLLECTION</b>				

PROPOSED REFURBISHMENT OF MAKAROR SLAUGHTERHOUSE IN WAJIR TOWN

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	<p><b><u>COLLECTION PAGE</u></b></p> <p>WATER RETICULATION</p>				
B	STORAGE				
	<p><b>TOTAL WATER RETICULATION AND STORAGE CARRIED TO GRAND SUMMARY</b></p>				

**PROPOSED REFURBISHMENT OF MAKAROR SLAUGHTERHOUSE IN WAJIR TOWN**

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>RENOVATION OF TOILETS AND DRAINAGE</u></b>				
	<b><u>SEPTIC TANK RENOVATIONS</u></b>				
	<b><u>Generally:</u></b>				
A	Clear the inside of existing septic tank and cart away debris		ITEM		
	<b><u>Top Slab</u></b>				
	<b><u>Carefully damaged existing and replace with new:-</u></b>				
B	100mm thick VRC Concrete Class 20 in suspended slab	18	SM		
C	Sawn formwork to soffites of suspended slab	18	SM		
D	Ditto to curved edges of suspended slab girth 75-150mm	18	LM		
E	10mm diameter square twisted steel bar reinforcement	216	KG		
<b>TOTAL CARRIED TO SUMMARY</b>					

**PROPOSED REFURBISHMENT OF MAKAROR SLAUGHTERHOUSE IN WAJIR TOWN**

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>TOILET RENOVATIONS</u></b>				
	<b><u>DOORS</u></b>				
A	45mm thick semi-solid cored flush door overall size 900 x 2100mm	3	NO		
	<u>Wrot Mahogany or other equal and approved :-</u>				
B	100 x 50mm Frame with two labours plugged	16	LM		
C	45 x 38mm architrave	16	LM		
D	25mm diameter quadrant	16	LM		
	<b><u>Painting:</u></b>				
	<b><u>Prepare and apply two undercoats and two finishing coats of first quality super gloss paint to:-</u></b>				
E	General surfaces of external doors	12	SM		
	<b><u>Prepare and apply one undercoat and two finishing coats of 1st quality silk vinyl paint to:-</u></b>				
F	General plastered surfaces of walls internally	98	SM		
G	Ditto externally	64	SM		
	<b>TOTAL FINISHES CARRIED TO SUMMARY</b>				

**PROPOSED REFURBISHMENT OF MAKAROR SLAUGHTERHOUSE IN WAJIR TOWN**

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>SUMMARY</u></b>				
1	SEPTIC RENOVATIONS				
2	TOILET RENOVATIONS				
	<b>TOTAL TOILETS RENOVATIONS CARRIED TO GRAND SUMMARY</b>				

**PROPOSED REFURBISHMENT OF MAKAROR SLAUGHTERHOUSE IN WAJIR TOWN**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>RATE</b>	<b>AMOUNT</b>
	<b><u>CONTAMINATION PIT</u></b>				
	<b><u>SUBSTRUCTURES</u></b> (ALL PROVISIONAL)				
	<b>Site clearance</b>				
<b>A</b>	Clear site of works of shrubs, bush and small trees, grub up roots and burn debris	30	SM		
<b>B</b>	Excavate to remove top soil and load, wheel and deposit where directed, average depth 200mm		ITEM		
<b>C</b>	Excavate to remove normal soil and load, wheel and deposit where directed, average depth nor exceeding 1.5m	75	CM		
<b>D</b>	Ditto depth 1.5-3M	30	CM		
<b>E</b>	Ditto depth 3-4.5M	30	CM		
	<b><u>Earthworks</u></b>				
<b>F</b>	Excavate for foundations commencing at reduced level	14	CM		
<b>G</b>	Extra over for excavating in soft rock	10	CM		
	<b>Disposal</b>				
<b>H</b>	Backfilling around foundations	10	CM		
	<b>Total Carried to Collection</b>				

**PROPOSED REFURBISHMENT OF MAKAROR SLAUGHTERHOUSE IN WAJIR TOWN**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>RATE</b>	<b>AMOUNT</b>
<b>A</b>	Load and cart away surplus spoil to approved dump site	65	CM		
	<b>Imported filling</b>				
<b>B</b>	Approved hardcore filling to make up levels	8	CM		
<b>C</b>	Compact surface of existing hardcore and blind with murrum to receive concrete	25	SM		
	<b>Damp proof membrane</b>				
<b>D</b>	500 gauge polythene laid under surface beds	25	SM		
	<b>Anti-termite treatment</b>				
<b>E</b>	Chemical anti-termite treatment executed by an approved specialist under a ten year guarantee to surfaces of hardcore, etc.	25	SM		
	<b>Plain concrete 1:4:8</b>				
<b>F</b>	Blinding under foundations and bases, thickness 50mm.	14	SM		
	<b>Vibrated reinforced concrete class 20</b>				
<b>G</b>	Foundation	3	CM		
<b>H</b>	Beds, thickness 150mm	25	SM		
	<b>Total Carried to Collection</b>				



**PROPOSED REFURBISHMENT OF MAKAROR SLAUGHTERHOUSE IN WAJIR TOWN**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>RATE</b>	<b>AMOUNT</b>
	<b>Reinforcement (all provisional)</b>				
	<b>High yield deformed steel bar reinforcement to BS4461</b>				
<b>A</b>	12mm diameter	72	Kg		
<b>B</b>	10mm diameter	96	Kg		
	<b>Steel mesh fabric reinforcement to BS 4483</b>				
<b>C</b>	Layer of mesh fabric reinforcement laid in slab or bed with 200mm side and end laps (measured net- no allowance made for laps) Ref: A142 weighing 2.22kg per square metre	25	SM		
	<b>Formwork</b>				
<b>D</b>	Edges of ground slab girth 75-150mm	24	LM		
<b>Total Carried to Collection</b>					

**PROPOSED REFURBISHMENT OF MAKAROR SLAUGHTERHOUSE IN WAJIR TOWN**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>RATE</b>	<b>AMOUNT</b>
	<b>Load bearing natural stone rough dressed Stone walling in cement and sand mortar (1:3)</b>				
<b>A</b>	Walling thickness 200mm	95	SM		
<b>B</b>	20 gauge hoop iron ties 25mm wide and 450mm girth cast into concrete one end and built into mortar joint of walling	100	No.		
	<b>Total Carried to Collection Below</b>				
	<b><u>Collection</u></b>				
	<b>Brought forward from page CP/1</b>				
	<b>Brought forward from page CP/2</b>				
	<b>Brought forward from page CP/3</b>				
	<b>Brought down from above</b>				
	<b>Total of CONTAMINATION PIT Carried to Grand Summary</b>				

	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>DRAINAGE WORKS</u></b>				
	<b><u>CONSERVANCY TANK AND SOAK-PITS</u></b>				
	<b><u>Site Clearance</u></b>				
A	Excavate oversite average 250mm deep to remove vegetable soil, load up, wheel and cart away.	27	Sm		
	<b><u>Excavation</u></b>				
B	Excavate for pit occurring not exceeding 1.5 metres deep commencing from stripped level.	41	Cm		
C	Ditto, exceeding 1.5 but not exceeding 3.0 metres.	41	Cm		
D	Trim surfaces to slope not exceeding 15° from horizontal	22	Sm		
	<b><u>Excavation in rock</u></b>				
E	Extra over for excavation in rock	10	Cm		
	<b><u>Disposal</u></b>				
F	Load surplus excavated material and cart away from site.	58	Cm		
	<b><u>Blinding</u></b>				
G	50mm thick plain concrete (mix 1:4:8) class X blinding to receive slab	22	Sm		
	<b><u>In-situ concrete work (mix 1:3:6)</u></b>				
H	Benching average 200mm thick to manhole internal size 800x600mm including forming halfround main channel to receive 100mm diameter pipe (m.s.)	2	Sm		
I	Extra over concrete base for moulding 150mm diameter septic tank outlet	2	Lm		
	<b><u>Vibrated reinforced concrete (1:2:4/20-20mm aggregate) as described in:</u></b>				
J	150mm Thick base Slab	22	Sm		
K	200mm Thick dividing wall	27	Sm		
L	150mm Thick cover slab	22	Sm		
M	150mm Thick scum baffle	5	Sm		
N	Make/form hole through 250mm thick concrete wall for 150mm diameter pipe and make good all disturbed areas	4	No		
<b>Total to collection</b>					

PROPOSED REFURBISHMENT OF MAKAROR SLAUGHTERHOUSE IN WAJIR TOWN

	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>Steel Reinforcement</u></b> Supply and fix bar/rod reinforcement including bending hooks, tying wire, cutting spacer blocks and supporting all in position. (Measured nett-allow for laps.)  <u>High tensile square twisted bars to B.S. 4461 as described in:</u>				
A	10mm Diameter	1020	Kg		
	<b><u>Sawn formwork as described to:</u></b>				
B	Edges of base slab exceeding 75mm not exceeding 150mm width	20	Lm		
C	Edges and soffits of cover slab	22	Sm		
D	Extra over slab for boxing 800x600x150 mm	2	No		
E	Ditto in dividing wall	54	Sm		
F	Sides and soffits of scum baffle	10	Sm		
	<b><u>Cement/sand screed (1:4) as described in:</u></b>				
G	25mm Thick, water proofed with pudlo or any other approved waterproofing admixture in two coats steel trowelled smooth to sloping floor bed not exceeding 15° from horizontal	22	Sm		
H	Ditto to concrete walls internally	64	Sm		
	<b><u>Manhole covers</u></b>				
I	Cast iron heavy duty manhole cover and frame size 600x450mm including bedding frame in cement/sand (1:3) mortar and setting cover in grease.	2	No		
	<b><u>Steps</u></b>				
J	Standard cast iron steps grouted into walling	6	No		
<b>Total to collection</b>					

PROPOSED REFURBISHMENT OF MAKAROR SLAUGHTERHOUSE IN WAJIR TOWN

	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>SOAK PIT</u></b>				
	<b><u>Site Clearance</u></b>				
A	Excavate oversite average 250mm deep to remove vegetable soil, load up, wheel and cart away.	5	Sm		
	<b><u>Excavation</u></b>				
B	Excavate for pit occuring not exceeding 1.5 metres deep commencing from stripped level.	6	Cm		
C	Ditto, exceeding 1.5 but not exceeding 3.0 metres.	6	Cm		
D	Ditto, exceeding 3.0 but not exceeding 4.5 metres.	6	Cm		
E	Ditto, exceeding 4.5 but not exceeding 6.0 metres.	6	Cm		
F	Ditto, exceeding 6.0 but not exceeding 7.5 metres.	6	Cm		
G	Ditto, exceeding 7.5 but not exceeding 9.0 metres.	6	Cm		
H	Ditto, exceeding 9.0 but not exceeding 10.5 metres.	6	Cm		
	<b><u>Excavation in rock</u></b>				
I	Extra over for excavation in rock	10	Cm		
	<b><u>Disposal</u></b>				
J	Load surplus excavated material and cart away from site.	19	Cm		
	<b><u>Hardcore</u></b>				
K	Loosely packed hardcore filling	90	Cm		
	<b><u>Excavation</u></b>				
L	Excavate for foundation trench occuring not exceeding 1.5 metres deep commencing from stripped level.	4	Cm		
	<b><u>Filling</u></b>				
M	Return, fill and ram selected excavated material around foundations.	2	Cm		
	<b><u>In-situ concrete work</u></b>				
N	400x150mm Strip foundations (mix 1:3:6)	6	Lm		
	150mm Thick vibrated reinforced concrete (1:2:4/20-20 aggregate) cover slab reinforced with and including 10mm diameter square twisted bar reinforcement to B.S. 4461 running both ways at 200 centers, including tying wire and spacer blocks complete (allow for laps).	3	Sm		
O					
P	Formwork to edges and soffits of cover slab	4	Sm		
Q	Extra over formwork for boxing size 600x450mm to form opening on slab	1	No		
<b>Total to collection</b>					

PROPOSED REFURBISHMENT OF MAKAROR SLAUGHTERHOUSE IN WAJIR TOWN

	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>Machine cut stone walling bedded and jointed in cement/sand (1:3) mortar as described in:</u></b>				
A	200mm thick reinforced with and including 20swg x 25mm wide hoop iron in every alternate course;	8	Sm		
	<b><u>Cement/sand screed (1:4) as described in:</u></b>				
B	20mm Thick, as before described to walls internally	8	Sm		
C	Ditto in cement/sand render to cover slab externally	8	Sm		
	<b><u>Manhole covers</u></b>				
D	Cast iron heavy duty manhole cover and frame size 600x450mm including bedding frame in cement/sand (1:3) mortar and setting cover in grease.	1	No		
E	Make/form hole through 200mm thick natural stone wall for 100mm diameter pipe and make good all disturbed areas	1	No		
<b>Total carried to collection</b>					
	<b><u>Collection</u></b>				
	<i>From SP/01</i>				
	<i>From SP/02</i>				
	<i>From SP/03</i>				
	<i>From SP/04</i>				
<b>TOTAL FOR DRAINAGE WORKS CARRIED TO GRAND SUMMARY</b>					

PROPOSED REFURBISHMENT OF MAKAROR SLAUGHTERHOUSE IN WAJIR TOWN

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>FENCING WORKS</u></b>				
	<b><u>Fencing</u></b>				
A	Clear site of all obstructions and hedges and cart away from site	800	LM		
B	Provide all materials and construct 2400mm high chain link fence above ground level consisting of 100x100mm overall cranked precast concrete post (mix 1:2:4) posts at 3.0m centres reinforced with 4 No. 8mm diameter high tensile bars including 6mm diameter stirrups at 300 centres complete with 12 1/2 gauge x 10 strand galvanized barbed wire fencing and morticed in mass concrete surround 1:3:6 mix including excavations, formworks and disposals.	800	LM		
C	Extra over ditto; for 100x100mm precast concrete struts 2600mm long.	160	NO		
	<b><u>Razor Wire</u></b>				
D	Supply and fix 3 rows of razor wire fixed to the sides of chainlink fencing above	800	LM		
	<b><u>Gate Masonry Wall</u></b>				
E	200mm thick fine dressed natural stone walling in cement/sand mortar (1:3) including 12mm thick cement/sand render and 3 Coats of silk vinyl paint; on both sides	32	SM		
	<b><u>Gates</u></b>				
F	Excavate pit to form pier foundation not exceeding 1.5m dep part return fill in and ram and part cart away	9	NO		
G	Concrete (1:2:4) in base size 1000 x 1000 x 200mm thick	9	NO		
H	500 x 500 x 2500mm high stone pier in foundations	9	LM		
I	500 x 500mm thick concrete pier dressed and pointed in cement mortar (1:3) including all necessary reinforcements and formwork.	9	LM		
J	Pair of galvanized mild steel gate overall size 6000mm wide x 2000mm high in two equal leaves 3000 x 2000mm high constructed of 100 x 50 x 4mm RHS frame; 50 x 50 x 4mm SHS vertical members at 150mm centers; 100 x 50 x 4mm horizontal center piece; 70 x 50 x 6mm quadrant track fish tailed and built into concrete including purpose made locking mechanism	1	NO		
K	Ditto; pedestrian gate 1000 x 2400mm high	2	NO		
	<b>TOTAL FENCING WORKS CARRIED TO SUMMARY</b>				

PROPOSED REFURBISHMENT OF MAKAROR SLAUGHTERHOUSE IN WAJIR TOWN

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
<b><u>PROVISIONAL SUMS</u></b>					
A	Allow a provisional Sum of Kshs One Million (Kshs 1,000,000.00) only for Slaughterhouse Equipment)			SUM	
B	Allow a provisional Sum of Kshs Five Hundred Thousand (Kshs 500,000.00) only for Project Management Expenses			SUM	
C	Allow a provisional Sum of Kshs One Million Five Hundred Thousand (Kshs 1,500,000.00) only for Contingencies			SUM	
<b>Total Provisional Sums Carried to Grand Summary</b>					



# GRAND SUMMARY

ITEM	DESCRIPTION	TENDERERS AMOUNT Kshs	OFFICIAL USE ONLY Kshs
1	SLAUGHTERHOUSE RENOVATIONS SHR/4		
2	ELECTRICAL INSTALLATION FROM E/3		
3	WATER RETICULATION AND STORAGE WS/3		
4	TOILETS RENOVATIONS TR/3		
5	CONTAMINATION PIT FROM CP/4		
6	DRAINAGE WORKS FROM SP/4		
7	FENCING WORKS FROM PAGE F/1		
8	PROVISIONAL SUMS FROM PAGE PC/1		
	<b>SUB-TOTAL</b>		
9	<u>Add 16% VAT</u>		
	<b>GRAND TOTAL</b>		

Amount in words.....  
.....

Tenderers signature and stamp.....  
.....

Address.....  
.....

Date.....

Witness Name.....

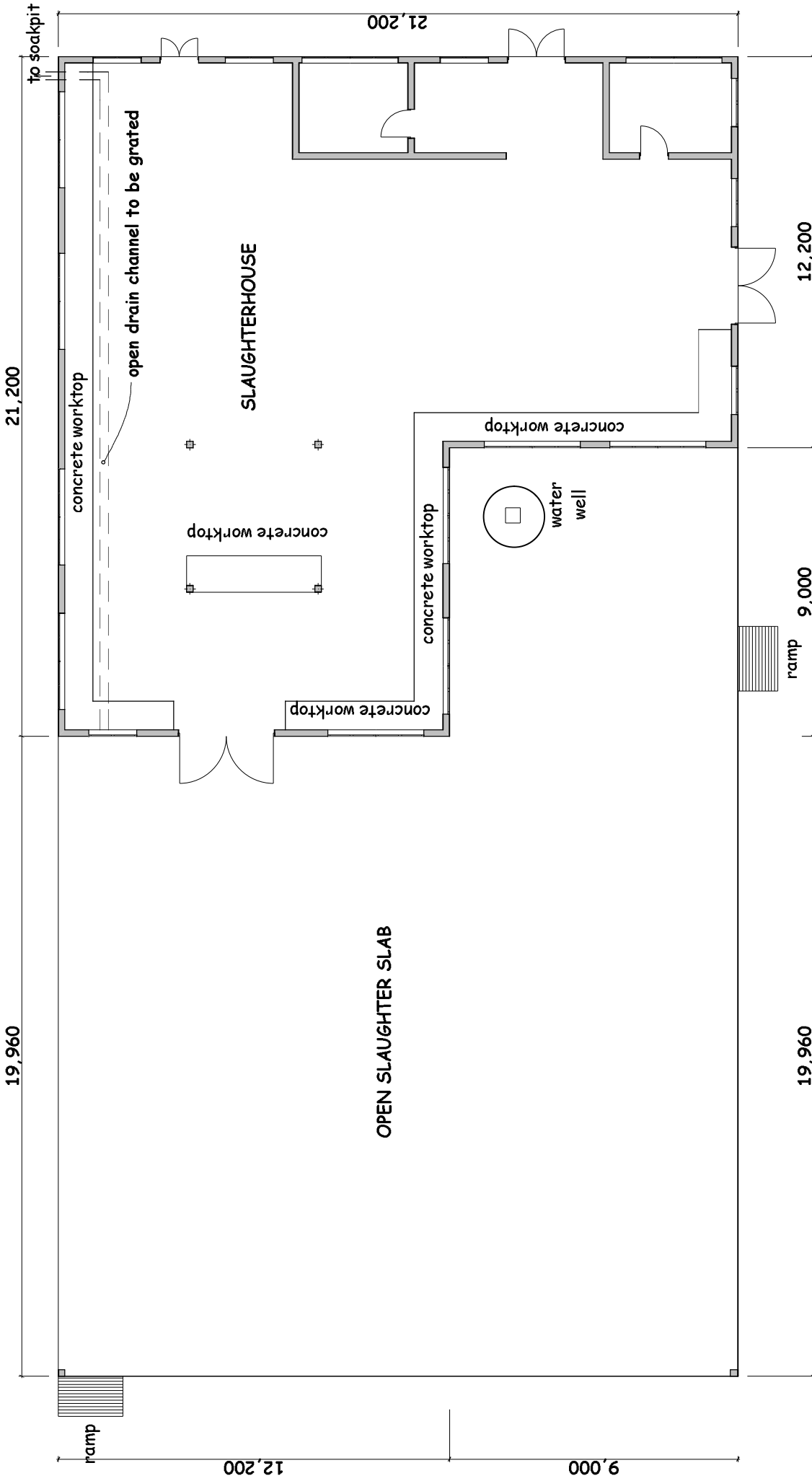
Signature.....

Address.....

Date.....

**ANNEX 1B**

**DRAWINGS**



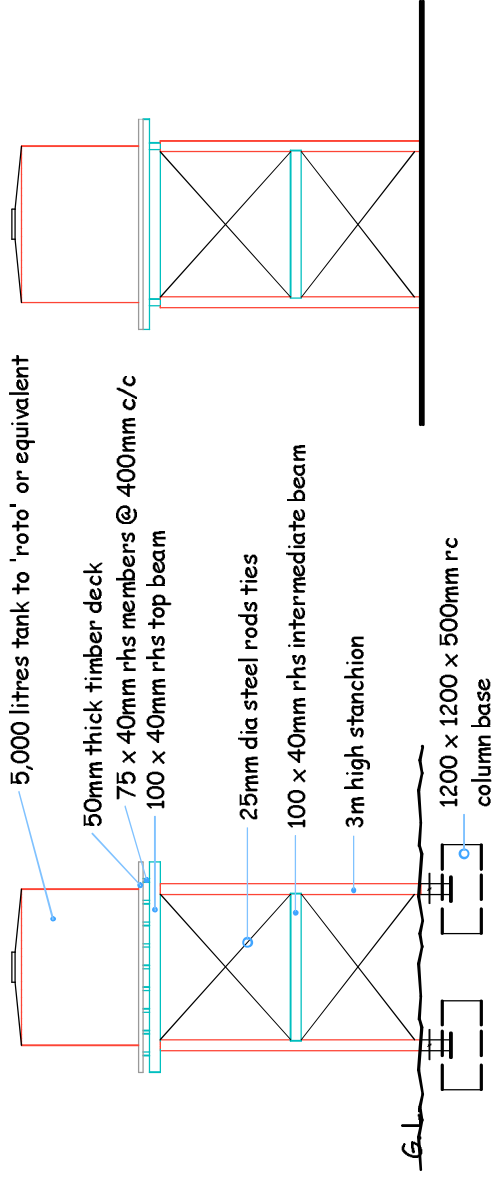
**NOTE:**

1. provide an overhead water tank complete with submersible pump from existing shallow well.
2. entire open slaughter slab to be stripped of screed finish and be re-done.
3. provide sinks in existing worktops to drain to soak pit.
4. painting to be done to the entire slaughter structure

*floor layout plan*

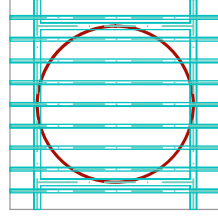
WAJIR SLAUGHTERHOUSE





side 2

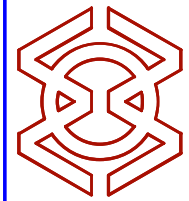
section



deck

plan

5,000 litres elevated water tank



MINISTRY OF PUBLIC WORKS, LANDS & HOUSING  
 DEPARTMENT OF PUBLIC WORKS  
**WAJIR COUNTY**

FOR THE GOVERNMENT OF THE REPUBLIC OF

DSN/DRN	<b>OWINO J.</b>	ISSUED BY	..... C. D. P. W.
DATE	<b>OCT 2015</b>	DRG No.	
SCALE(S)	<b>1 : 100</b>		