

SHINING HOPE FOR COMMUNITIES



TENDER DOCUMENT

PROCUREMENT OF CONSTRUCTION WORKS FOR THE PROPOSED KIBERA INVESTMENT DELIVERING SAFE WATER (K.I.D.S.) PROJECT

LOT 2: WATER SUPPLY NETWORK

CONTRACT NO: SHOFCO-KIDS-LOT2-2022

VOLUME I : INSTRUCTIONS TO BIDDERS

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1 INTRODUCTION
REQUEST FOR BIDS (RFB)
Country: Kenya

**Project: CONSTRUCTION WORKS FOR THE PROPOSED KIBERA INVESTMENT
DELIVERING SAFE WATER PROJECT**

LOT 2: WATER SUPPLY NETWORK

Contract No.: SHOFCO-KIBRA-LOT 2-2022

- 1.0 The **Shinning Hope for Communities** (SHOFCO) has received financing for the cost of the **Water Supply Project in Kibra Informal Settlements** and intends to apply part of the proceeds towards payments under the contract for **Water Supply Network, Contract No. SHOFCO-KIBRA-LOT 2-2022**.
- 1.1 The **Shinning Hope for Communities** now invites sealed bids from interested candidates registered with the **National Construction Authority (NCA) in category NCA 4 (Water Works) and above** for the Construction works of the **Water Supply Network, Contract No. SHOFCO-KIBRA-LOT 2-2022**, and the scope is as detailed below: Construction of:
- 48m³ elevated steel tank, 15m high – 2Nr.
 - 32m³ elevated steel tank, 15m high – 2Nr.
 - Water Kiosk – 25Nr.
 - Installation of aerial pipelines. - 10.6km
 - Pipeline support pillars.
- 1.2 Interested eligible candidates may obtain further information relate to this tender by sending an email of enquiry as a “reply to all” in the email trail used to send the complete tender document.
- 1.3 A complete set of tender documents will be sent through to the bidders via email.
- 1.4 All completed bid documents (**one original Technical bid, two copies of the Technical bid, one original Financial bid, two copies of the Financial bid**) must be enclosed in separate plain sealed envelopes marked with tender name and reference number.
- The Technical bid shall be submitted first on (**date shown in the data sheet**). After evaluation of the technical bids only bidders who qualify for financial evaluation shall be invited to submit their financial bids.
- All bids are to be deposited in the Tender Box at the procurement offices at SHOFCO, KIBERA SCHOOL FOR GIRLS, GATWEKERA in Kibera.
- 1.5 All documents must be dully signed and stamped by the bidder on the right corner at the bottom of each page; the BoQ, and all other forms must be signed, dated and stamped by the bidder.
- 1.6 Bidders shall **sequentially serialize** all pages of each tender submitted, and include a table of contents.
- 1.7 The bidders’ Technical bid shall be the basis for qualifying to submit their Financial bid. Bidders must familiarize themselves with the requirements described in this document including all attachments and take them into account while preparing the response

- 1.8 Shining Hope for Communities does not bind itself to assign Contractors but shall endeavor to ensure that all tenderers will be treated equitably.
- 1.9 Tenders will be opened on **(date(s) shown in the data sheet)**. NOTE: This is a restrictive bidding process and the opening will be internal thus no Tenderer or their representatives are invited.
- 1.10 Mandatory site visits on **(date shown in the data sheet)**;

2 INSTRUCTIONS TO ELIGIBLE BIDDERS

2.1 Eligible Bidders

- 2.1.1 This Invitation for Tenders is open to all eligible bidders.
- 2.1.2 The SHOFCO employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with the any other entity which has been engaged by SHOFCO to prepare the specifications, and other documents to be used for the project under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.
- 2.1.5 Incase of Joint venture, consortium or association,
 - a. All partners shall be jointly and severally liable
 - b. The JVCA shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of any and all the partners of the JVCA during the bidding process, and in the event the JVCA is awarded

2.2 Qualification Criteria

- 2.2.1 Qualification will be based on the applicants meeting the following minimum pass-fail criteria regarding their general and particular experience, financial position, personnel, equipment capabilities and other relevant information as demonstrated by the Applicant's response in this document.

The Applicant shall provide evidence that

- a) Copies of certificates of registration, and principal place of business;
- b) Total monetary value of construction work performed for each of the last five 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) Major items of construction equipment owned;
- e) Qualifications and experience of key site management and technical personnel proposed for the Contract;

- f) Reports on the financial standing of the Tenderer, such as profit and loss statements and auditor's reports for the last five years;
- g) Authority to seek references from the Tenderer's bankers.
- h) The tenderer shall provide accurate information on the indicated application form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last 2 years.

2.2.2 All Directors of the consortium shall be legally liable, jointly and severally, during the tendering process and for the execution of the contract in accordance with contract terms and, a statement to this effect shall be included in the authorization mentioned.

2.3 Cost Of Tendering

2.3.1 The Tenderer shall bear ALL costs associated with the preparation and submission of its tender.

2.4 Site Visit And Pre- Tender Meeting

- 2.4.1 The Tenderer is advised to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for renovation Works. The costs of visiting the Site shall be at the Tenderer's own expense. The site visit **is mandatory**.
- 2.4.2 SHOFECO shall conduct a site visit and a pre-Tender meeting on **(date and venue as shown in the data sheet)**; . The purpose of the pre-Tender meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 2.4.3 The Tenderer's designated representative is invited to attend the site visit and pre-Tender meeting which, will take place at the venue and time stipulated above.
- 2.4.4 The Tenderer is requested as far as possible, to submit any questions in writing or by electronic means to reach the procuring Entity before the Tender closing date. It may not be practicable at the meeting to answer all questions, but questions and responses will be transmitted in accordance with Clause 6.
- 2.4.5 Any modification of the Tendering documents listed in sub-Clause 5.1 that may become necessary as a result of the pre-Tender meeting shall be made by SHOFECO exclusively through the issue of an Addendum and not through the minutes of the pre-Tender meeting.

2.5 The Tender Document

- 2.5.1 The tender document comprises the documents listed below and addenda issued in accordance with clauses 2.6 and 2.7 of these instructions to Tenderers;
 - (i) Invitation to Bid
 - (ii) Instructions to Bidders
 - (iii) Tender Form and Price Schedules
 - (iv) Contract Form
 - (v) Confidential Business Questionnaire
 - (vi) Specifications
 - (vii) Boq
 - (viii) Drawings

2.5.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.5.3 The **Financial Bid** documents 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.

2.6 Clarification Of Documents

2.6.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing through the entity's official e-mail address indicated below:

(Email address shown in the data sheet)

SHOFCO will respond in writing to any request for clarification of the tender documents, which it receives within two (2) days between **(dates shown in the data sheet)**

- 2.6.2 i) Deadline for receipt of clarifications/questions is **(date shown in the data sheet)**
- ii) Deadline for answering of questions is **(date shown in the data sheet)**

2.7 Amendment Of Documents

2.7.1 At any time prior to the deadline for submission of tenders, SHOFCO, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an amendment.

2.7.2 All prospective tenderers that have received the tender documents will be notified of the amendment in writing and will be binding on them.

2.7.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, SHOFCO, at its discretion, may extend the deadline for the submission of tenders.

2.8 Language Of Tender

2.8.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and SHOFCO, shall be written in English language.

2.9 Tender Prices

2.9.1 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account.

2.9.2 A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

- 2.9.3 All the documents must be filled in by computer or using an ink pen (*documents filled in by pencil will not be considered valid*).
- 2.9.4 All information must be clearly written and readable.

2.10 Tender Currencies

- 2.10.1 Prices shall be quoted in Kenya Shillings.

2.11 Validity Of Tenders

- 2.11.1 Tenders shall remain valid for (**days shown in the data sheet**) after the date of tender opening prescribed by SHOFCO.
- 2.11.2 A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive

2.12 Goods Eligibility and Conformity to Tender Documents

- 2.12.1 The tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all mechanical/electrical goods which the tenderer proposes to supply under the contract.
- 2.12.2 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristic of the goods;
 - (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Authority; and
 - (c) a clause-by-clause commentary on the Authority's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13 Format And Signing Of Tender

- 2.13.1 The Tenderer shall prepare three copies of the tender documents, clearly marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER,**" as appropriate.
- 2.13.2 In the event of any discrepancy between them, the original shall govern.
- 2.13.3 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract.
- 2.13.4 All pages of the tender, shall be initialed by the person or persons signing the tender and failure to do so will lead to disqualification.
- 2.13.5 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.14 Sealing And Marking Of Tenders

- 2.14.1 The Tenderer shall seal the original and two copies of the Technical tender documents, and the original and two copies of the Financial tender documents in separate envelopes duly marking the

envelopes as “**ORIGINAL**” and “**COPY**” as appropriate. The envelopes shall then be sealed in an outer envelope.

2.14.2 The inner and outer envelopes shall be addressed to the employer at the address stated in the introduction and shall:

(a) Bear, tender number and name in the Invitation for Tenders and the words, “**DO NOT OPEN BEFORE,” (date and time shown in the data sheet)**

2.14.3 If the outer envelope is not sealed and marked as required by paragraphs 13.1 and 13.2, SHOFCO will assume no responsibility for the tender’s misplacement or premature opening.

2.14.4 The tenderer shall not submit any alternative offers unless they are specifically required in the tender documents.

2.14.5 Only one tender may be submitted by each tenderer. Any tenderer who fails to comply with this requirement will be disqualified.

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

2.15 Modification And Withdrawal Of Tenders

2.15.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.

2.15.2 A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.15.3 No tender may be modified after the deadline for submission of tenders.

2.15.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form.

2.15.5 SHOFCO may at any time terminate the tender proceedings before contract award and shall not be liable to any person for the termination.

2.16 Opening Of Tenders

2.16.1 Tenders will be opened on **(days shown in the data sheet)**

2.16.2 NOTE: This is a restrictive tendering process and the opening will be internal thus no bidders or their representatives are invited.

2.16.3 SHOFCO will prepare minutes of the tender opening.

2.17 Clarification Of Tenders

2.17.1 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

- 2.17.2 Any effort by the tenderer to influence SHOFCO in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.18 Preliminary Examination of Financial Bids

- 2.18.1 SHOFCO will examine the financial bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.18.2 Arithmetical errors will be rectified on the following basis.
- I. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected.
 - II. If there is a discrepancy between words and figures the amount in words will prevail.
- 2.18.3 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.
- 2.18.4 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).
- 2.18.5 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. If the Tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security forfeited.
- 2.18.6 To assist in the examination, evaluation, and comparison of tenders, SHOFCO 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 email but no change in the tender price or substance of the tender shall be sought, offered or permitted.

2.19 Bid Security

- 2.19.1 The Bidder shall furnish as part of its bid, a bid security as specified in the BDS, in original form and, in the amount and currency specified in the BDS.
- 2.19.2 The bid security shall be a demand guarantee in the form of an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company) The bid security shall be valid for thirty (30) days beyond the original date of expiry of the bid validity, or beyond any extended date if requested under ITB 2.11
- 2.19.3 Any bid not accompanied by a substantially responsive bid security shall be rejected as non-responsive.
- 2.19.4 If a bid security is specified pursuant to ITB 2.18, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the performance security.
- 2.19.5 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.

2.19.6 The bid security may be forfeited:

- (a) if a Bidder withdraws its bid prior to the expiry date of the bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or
- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 2.20; or
 - (ii) Furnish a performance security.

2.20 Bid Data Sheet (BDS)

INTRODUCTION	
1.0	The name of the Project: Construction Works for the Proposed Kibera Investment Delivering Safe Water (K.I.D.S) Project. Lot 2 : Water Supply Network
1.0	Name and address of the employer Shinning Hope for Communities Kibera Drive, Gatwekera P.O. Box 8303 -00200, Nairobi, Kenya
BIDDING DOCUMENT	
1.9	Mandatory site visit shall be conducted on Wednesday 14th September, 2022 at SHOFCO, KIBERA SCHOOL FOR GIRLS, GATWEKERA in Kibera.
2.4.2	Pre tender Meeting shall take place on Wednesday 14th September, 2022.
2.6.1	For Clarification purposes only, the employers address is: Email Address: jboit@shofco.org, rsang@shofco.org and cc ewere@shofco.org
2.6.2	i) Deadline for receipt of clarification/questions is 16th September, 2022 ii) Deadline for answering questions is 19th September, 2022
PREPARATION OF BIDS	
2.8.1	The language of bid is English All correspondences exchange shall be in English language
2.10	Prices shall be quoted in Kenya shillings
2.11.1	Tender shall remain valid for 120 days after the date of tender opening prescribed by SHOFCO.
2.19	A Bid Security shall be required, valid 30 days beyond the validity period and in form of unconditional on-demand bank guarantee issued by a reputable bank in the Country. A Bid-Securing Declaration shall not be required. The amount and currency of the Bid Security shall be: KES 2,000,000 (Kenya Shillings Two Million Only)
2.24	The bidder shall submit the following additional documents in its bid a. Schedule of subcontractors – If any, include details of work the subcontractor shall be employed. Value and % of tender price of works subcontracted and details of subcontractor's experience in that field
SUBMISSION AND OPENING OF BIDS	
1.4	Submission of Tenders: Technical Bid documents are to be deposited in the tender box at the procurement offices at SHOFCO School For Girls Gatwekera in Kibera by 22nd September, 2022 at 12:00noon . Financial Bid documents shall be submitted thereafter at the same venue by qualifying bidders only upon invitation.
2.14.1	The tenderer shall seal the original and two copies of the Technical and Financial tender documents in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer envelope. The number of copies is: ONE ORIGINAL IN PAPER FORMAT, TWO COPIES IN PAPER FORMAT AND FOR THE FINANCIAL BID INCLUDE ONE SOFT COPY OF BOQ IN A COMPACT DISK IN SEARCHABLE FORMAT.
2.14.2	The inner and outer envelopes shall be addressed to the employer at the address stated in the introduction and shall bear tender name and reference number and the words "DO NOT OPEN BEFORE" (22nd September, 2022 at 12:00noon) for the Technical bids and "DO NOT OPEN BEFORE" (submission date to be given) for the Financial bids.
2.16.1	Technical Bids will be opened on 22nd September, 2022 at 2pm

2.21 Tender Evaluation Criteria

2.21.1 Preliminary Technical Evaluation

Tenderers shall be required to provide the requisite documentation and dully filled forms and the evaluation will be on Pass/Fail basis:

Failure to submit any of the above requirements will lead to disqualification.

Factor / Sub-Factor	Requirement	Criteria				Documentation Required
		Single Entity	Bidder			
			Joint Venture			
			All partners combined	Each partner	At least one partner	
1. Statutory and General Requirements						
1.1. Registration as Company	Legally constituted firm according to laws of Kenya	Must meet requirement	n/a	Must meet requirement	n/a	Certificate of Incorporation/registration
1.2. Current CR 12	Current CR 12 to show the directors of the company	Must meet requirement	n/a	Must meet requirement	n/a	CR 12 certificate
1.3. Tax Compliance	Tax Registered and Tax Compliant	Must meet requirement	n/a	Must meet requirement	n/a	Current Tax Compliance Certificate
1.4. Physical address	Must have physical office	Must meet requirement	n/a	Must meet requirement	n/a	Single Business Permit, utility bills, lease agreement etc
1.5. Sanctity of bid document	Having document intact, legible and well bound (not tampered with in any way and signed by authorized person.	Must meet requirement	Must meet requirement	n/a	n/a	Bid Document
2. Bidding Forms and Other Requirements						
2.1 NCA Registration	NCA 4 and above (class: WATER WORKS)	Must meet requirement	Must meet requirement	n/a	n/a	Copy of registration and practicing certificates
2.2. Power of Attorney	Written confirmation authorizing signatory of Bid to commit Bidder.	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	n/a	Letter of Authority
2.3. Environmental and Social Commitment	Written commitment of Bidder.	Must meet requirement	Existing JV must meet requirement	n/a	n/a	Letter of Commitment.
2.4. Statement of Work Methods	Statement of work methods as stipulated in Section 2.19 in sufficient detail to demonstrate adequacy of Bidders’ proposal to meet work requirements.	Must meet requirement	Must meet requirement	n/a	n/a	Well written and detailed chapter in bid explaining work method
2.5. Schedule / Works Program	Work Schedule and Planning in sufficient detail to demonstrate	Must meet requirement	Existing JV must meet	n/a	n/a	A logical programme of activities on Critical Path

Factor / Sub-Factor	Requirement	Criteria				Documentation Required
		Single Entity	Bidder			
			Joint Venture			
			All partners combined	Each partner	At least one partner	
	adequacy of Bidders’ proposal to meet completion time		requirement			in Project
2.6. Joint Venture Documents	Bids submitted by JV include copy of Joint Venture Agreement entered into by all partners.	n/a	Must meet requirement	Must meet requirement	n/a	Joint Venture Agreement
3. Eligibility						
3.1. Conflict of Interest	No conflicts of interests.	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	n/a	Form of Tender
3.2. SHOFCO Ineligibility	Not having been declared ineligible by SHOFCO	Must meet requirement	Existing JV must meet requirement	Must meet requirement	n/a	Form of Tender
3.3. Ineligibility based on sanctions from Kenya, USA,EU and UK, AU or UN	Not listed as sanctioned person or entity by Kenya, USA, EU and UK, AU or UN	Must meet requirement	Existing JV must meet requirement	Must meet requirement	n/a	Form of Tender
4. Historical Contract Non-Performance						
4.1. History of non-performing contracts	Non-performance of a contract did not occur within last 5 years prior to deadline for application submission, based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with Dispute Resolution Mechanism under respective contract, and where all appeal instances available to	Must meet requirement by itself or as partner to past or existing JV	n/a	Must meet requirement by itself or as partner to past or existing JV	n/a	Litigation History Form

Factor / Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture			
			All partners combined	Each partner	At least one partner	
	bidder have been exhausted					
4.2. Pending Litigation	All pending litigation shall in total not represent more than Thirty percent (30%) of Bidder’s net worth and shall be treated as resolved against Bidder	Must meet requirement by itself or as partner to past or existing JV	n/a	Must meet requirement by itself or as partner to past or existing JV	n/a	Litigation History Form

2.21.2 Detailed Technical Evaluation

In this stage, we evaluate the bids on the tender's technical criteria.

Factor / Sub-Factor	Criteria	
	Requirement	
5. Financial Situation		Score
5.1. Historical Financial Performance	Submission of audited reports, for last (5) years to demonstrate current soundness of bidders financial position and its prospective long term profitability	5
5.2. Average Annual Turnover	Minimum average annual turnover of KES Two Hundred Million (KES 100,000,000) calculated as total certified payments received for contracts in progress or completed, during last three (3) years	5
5.3. 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 following cash-flow requirement: a. KES Ten Million (KES 10,000,000) per month and b. overall cash flow requirements for this contract and its current commitments	10

6. Experience							
No.	Subject	Requirement	Compliance Requirement			Documentation	Score
			Single Entity	All parties combined	Each Member		
6.1	General Construction Experience	Experience under water-works construction contracts in the role of prime contractor, JV member, subcontractor, or management contractor for at least the last <i>Five (5) years</i> ,	Must meet requirements	N/A	Must meet requirement	Bidders must submit Completion certificate or handing over certificates properly signed and stamped by the client	10
6.2 a)	Specific Construction & Contract management	i) A minimum number of similar contracts specified below that have been satisfactorily and substantially completed as a prime contractor, joint venture member, or subcontractor between 1st January 2017 and application submission deadline: (i) three (3) contracts , each of minimum value KES 100 Million or in a freely convertible currency. ii) at least one in informal settlements.	Must meet requirements	Must meet requirements	N/A	Bidders must submit Completion certificate or handing over certificates properly signed and stamped by the client	10
b)		For the above and any other contracts completed and under implementation as prime contractor, joint venture member, management contractor or sub-contractor on or after the first day of the calendar year during the period stipulated in 4.2 (a) above, a minimum construction experience in the following key activities successfully completed:					10

		<p>a) Constructed UPVC/HDPE pipelines of approximately 5Km per year in the last five years. The pipeline diameter of 50mm diameter and above.</p> <p>b) Constructed at least an equivalent of 350m² Masonry structures e.g., Water Kiosks, Tanks etc for each of the past five years</p> <p>c) Constructed at least five (5) Elevated Steel Tanks at least two (2) for the past 3years, with at least one tank 15m high.</p>					
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7. Key Personnel							
SN	Position	No.	Qualifications	Total Work Experience (yrs)	In similar Work Experience (yrs)	Documentation	Score
7. 1	Project Manager	1	B.Sc degree in. Civil Engineering or equivalent • Professional Engineer registered with the Engineer's Board of Kenya	10	8	Attach: 1. Signed CV 2.Copy of relevant certificate(s)	5
7.2	Site Agent	1	B.Sc. Civil Engineering or equivalent Registered by the Engineer's Board of Kenya	10	5	Attach: 1. Signed CV 2.Copy of relevant certificate(s)	10
7.3	Foreman (civil works)	2	Higher National Diploma (HND) in Civil Engineering/Building/ electromechanical/Construction or equivalent	10	8	Attach: 1.Signed CV 2.Copy of relevant certificate(s)	5

7.4	Surveyor	1	Degree in Engineering survey/ geospatial engineering or equivalent or equivalent	5	3	Attach: 1. Signed CV 2. Copy of relevant certificate(s)	4
7.5	Sociologist	1	Degree in Social Science/Sociology or Comm. Development	8	5	Attach: 2. Signed CV 2. Copy of relevant certificate(s)	4
7.6	Community Liaison officer	1	Diploma in Social Science/Sociology or Comm. Development	8	3	Attach: 1. Signed CV 2. Copy of relevant certificate(s)	3
7.7	Health & Safety Expert	1	Diploma in Environmental Studies and Occupational Health and Safety Science or equivalent) and/or registered with DOSH as an ESHS Advisor, or equivalent	8	5	Attach: 1. Signed CV 2. Copy of relevant certificate(s)	2

8 Equipment			
No.	Equipment Type and Characteristics	Minimum No. Required	Score
8.1	Concrete Mixer (1m ³) including batch weighing	One (1)	1
8.2	Concrete Poker Vibrator (40mm)	two (2)	1
8.3	Field HDPE Butt Fusion Machine (20-200mm)	One (1)	1
8.4	Survey equipment- Levelling machine	One (1)	1
8.5	Light Duty Truck (Pick up or similar)	One (1)	1
8.6	Portable fuel powered dewatering pump capacity 50m ³ hr	One (1)	1
8.7	Pressure testing equipment	One (1)	1

9 Methodology		
Factor	Criteria	Score
9.1. Methodology and Work Plan	Brief description on the methodology to be used and implementation work plan to prove the Contractor's understanding of the works to be carried out. The work plan should include details of the proposed timeline for carrying out the works within the time for completion, in the form of a bar chart showing notably the critical path;	10

The pass mark for technical evaluation will be **75%**. The bids that qualify at the technical capacity evaluation stage will be subjected to financial evaluation

2.21.3 Financial Evaluation

Bids that pass the Technical Evaluation shall be subjected to the Financial Evaluation in two stages, as follows: -

1. Preliminary Financial Evaluation (Ref.2.18) including
 - Completeness of Financial Bid documents (incl..Form of Tender, Bid Security)
 - Tender Sums
2. Detailed Financial Evaluation including
 - Tender Rates and
 - Arithmetic Errors

1. **Tender Sums**

- i. The Engineer's total cost estimate will form the basis for evaluating the extent of deviation of the tender sums, for further evaluation.
- ii. Bids found to be $\pm 10\%$ of this mean shall be considered uncompetitive and will not be considered for further evaluation.

2. **Tender Rates**

- a) Evaluation of the tender rates will constitute examination of
 - i. Pricing consistency (same rates for similar items, price distribution amongst sections, etc);
 - ii. Reasonableness of pricing (comparison with prevailing market levels, inclusion of taxes [VAT, etc] in the rates); and
 - iii. Arithmetic errors.
- b) The bidders who pass the test of price consistency and reasonableness, and accept their arithmetic errors (if any) shall finally be graded in terms of their submitted tender sums. The lowest bid in this group shall be the lowest evaluated price.

2.22 Award of Contract

2.22.1 The award of the Contract will be made to the Tenderer who has offered the lowest evaluated tender price.

2.22.2 Notwithstanding the provisions of clause 3.1 above, SHOFCO 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.

2.22.3 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 email. 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 SHOFCO 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.

2.22.4 The Contract Agreement will incorporate all agreements between SHOFCO and the successful Tenderer. It will be signed by SHOFCO and sent to the successful Tenderer, within 14 days following the notification of award. Within 14 days of receipt, the successful Tenderer will sign the Agreement and return it to the procuring entity.

2.22.5 The SHOFCO may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.22.6 SHOFCO 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.

2.23 Corrupt and fraudulent practices

2.23.1 The SHOFCO requires that the tenderer observes the highest standard of ethics during the procurement process and execution of the contract.

2.23.2 A tenderer shall sign a declaration that he has not and will not be involved in corrupt and fraudulent practices.

2.23.3 SHOFCO 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.

2.24 Notes On Standard Forms and Qualification Information

1. ***Confidential Business Questionnaire Form*** - This form must be completed by the tenderer and submitted with the tender documents.
2. All other attached qualification forms must be completed fully and duly signed by the bidder
3. Tenderers are advised to refer to the Information to Tenderers section before preparing the qualification Information.
4. The tables appearing below are samples. Tenderer should prepare their own table using a word processor (computer) and fill in all the required information.
5. "Certified copies" means certified by a High Court Advocate and Commissioner for Oaths
6. Tenderers must be registered companies incorporated in Kenya under the company's act CAP 486.

FORM A - FORM OF TENDER

_____ [Date]

TO: _____ [Name of Employer]
_____ [Name of Contract]

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above-named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of Kshs _____
[Amount in figures] Kenya Shillings _____
_____ [Amount in words]
2. We have examined and have no reservations to the Bidding Documents,
3. We meet the eligibility requirements and have no conflict of interest in accordance with clause 2.1.2
4. We have not been suspended nor declared ineligible by the Employer (SHOFCO) or based on sanctions by Kenya, USA, UK, AU, EU and UN.
5. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Manager's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.
6. We agree to abide by this tender until _____ [inset date], and it shall remain binding upon us and may be accepted at any time before the date.
7. 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.
8. 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 _____

_____ [Name of Contractor]

of _____ [Address of Contractor]

DULY AUTHORIZED TO SIGN TENDERS FOR AND ON BEHALF OF

Witness; Name _____

 Address _____

 Email _____

 Phone _____

 Signature _____

 Date _____

FORM B - 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.

Authorised Signature

Name and Title of Signatory

Attachment: Agreement

FORM C - 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 recognized 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 cavil 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 there under 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.

FORM D -CONFIDENTIAL BUSINESS QUESTIONNAIRE

(Must be filled by all applicants or tenderers' who choose to participate in this tender)

Name of Applicant (S)

.....

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. Part 2 (d) to part 2(i) must be filled.

You are advised that giving wrong or false information on this Form will lead to automatic disqualification / termination of your business proposal at your cost.

Part 1 – General

Business Name

Certificate of Incorporation / Registration No.:

Location of business premises: Country

Physical address Town

Building.....Floor.....

Plot No. Street / Road

Postal Address Postal / Country code.....

Telephone No's Fax No's.

E-mail address

Website

Contact Person (Full Names)

Direct / Mobile No's.

Title

Power of Attorney (Yes / No) If Yes, attach written document.

Nature of Business (Indicate whether manufacturer, distributor, etc.)

Single Business Permit License No. Expiry Date

Value Added Tax No.....

Value of the largest single assignment you have undertaken to date (Kshs)

.....

Was this successfully undertaken? Yes / No. (If Yes, attach reference)

Name (s) of your banker (s)

Branches Tel No's.

Part 2 (a) – Sole Proprietor

Full names

Nationality Country of Origin

*Citizenship details

Company Profile (Attach copy)

Part 2 (b) – Partnership

Give details of partners as follows:

Full Names	Nationality	Citizenship Details	Shares
1.
2.
3.
4.

Company Profile (Attach copy)

Part 2 (c) – Registered Company

Private or public
.....
.....

Company Profile (Attach Copy)

State the nominal and issued capital of the Company

Nominal KShs

Issued KShs

List of shareholders in the company.

Give details of all directors as follows: -

Full Names	Nationality	Citizenship Details	Shares
1.
2.
3.
4.

Part 2 (d) – Debarment

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent or corrupt acts with regard to this or any other tender by SHOFCO and any other public or private institutions.

Full Names

Signature

Dated this day of 2020.

In the capacity of

Duly authorized to sign Tender for and on behalf of

Part 2 (e) – Criminal Offence

I/We, (Name (s) of Director (s):

a)

b)

c)

d)

Have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of ten (10) years preceding the commencement of procurement proceedings.

Signed

For and on behalf of M/s

In the capacity of

Dated this day of 2020.

Company's Official Rubber Stamp

Part 2 (f) – Conflict of Interest

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

a)

b)
c) d)

.....

..... For and on behalf of M/s

..... In the capacity

of Dated

this day of

.....2020

Company's Official Rubber Stamp

Part 2 (g) – Interest in the Firm:

Is there any person / persons in SHOFCO or any other related institution who has interest
in the Firm? Yes / No?

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

Part 2(h) – Experience

Please list here below similar projects accomplished or companies / clients you have supplied
with similar services in the last two (2) years.

Company Name	Country	Contract/ Order No.	Value
1.....
2.....
3.....

Contact person (Full Names) E-mail address.....

Cell phone no (Note: The person should be at the level
of director)

FORM E -SCHEDULE OF PLANT AND EQUIPMENT

Particulars of Each Unit	Type/Rating	Serial No. & Reg. No.	Year of Manufacturer	Where made	Value	Owned SR. No. & Reg. No. Must be given	To Hire; Give name of owner and address	Hire Purchases: Give Details as stated at the foot note

Note

* The above proposed construction equipments shall be supported with a copy of LOG BOOK and shall be owned by the bidder and where leased, copy of a lease agreement witnessed by an advocate and a copy of LOG BOOK of the leased equipment in the name of LESSOR be attached.

* Before the award of Contract, the Client or his representative may carry out physical verification of the availability of the plant and equipment listed on the schedule.

FORM F - JOINT VENTURE SUMMARY

Names of all partners of a joint venture
1. Lead partner
2. Partner
3. Partner
4. Partner
5. Partner
6. Partner

Total value of annual construction turnover, in terms of work billed to clients

Annual turnover data (Construction only Kshs.)

Partner	Form 2 Page no.	Year 1	Year 2	Year 3	Year 4	Year 5
1. Lead Partner						
2. Partner						
3. Partner						
4. Partner						
5. Partner						
6. Partner						
Totals						

FORM G - DETAILS OF CONTRACTS OF SIMILAR NATURE AND COMPLEXITY

Name of Firm or partner of a joint venture

Use a separate sheet of each contract

1.	Number of contract
	<hr/> Name of Contract <hr/>
2.	Name of employer
3.	Employer address
	<hr/>
4.	Nature of works and special features relevant to the contract
	<hr/>
5.	Contract role (check one) * Sole contract * Management contractor * Subcontractor * Partner in a joint venture
6.	Value of the total contract/subcontract/partner share (in specified currencies at completion, or at date of award for current contracts) Currency Currency Currency
7.	Value Kshs
8.	Date of award
9.	Date of completion
10.	Contract/subcontract duration (years and months) ----- Years ----- months
11	Specified requirements
	<hr/>
	<hr/>

NB Proof of completion of the contract shall be provided in the form of a Completion certificate of handing over certificate properly signed and stamped by the client. The Client may be contacted for further information on this contract

FORM H- SCHEDULE OF ONGOING CONTRACTS

Name of Firm or Partner of a joint venture
--

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

Name of contract	Value of outstanding work (Kshs.)	Estimated completion date
1.		
2.		
3.		
4.		
5.		
6.		

FORM I- KEY PERSONEL SCHEDULE

Bidders should provide the names and details of the suitably qualified Key Personnel to perform the Contract. The data on their experience should be supplied using the Form J below for each candidate.

1.	Title of position: <i>[Project Manager]</i>	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment:for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart]</i>
2.	Title of position: <i>[Site Agent]</i>	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment:for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart]</i>
3.	Title of position: <i>[Foreman, civil works]</i>	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment:for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart]</i>
4.	Title of position: <i>[Surveyor]</i>	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>

	Time commitment:for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
5.	Title of position: <i>[Sociologist]</i>	
	Name of candidate	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment:for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
6.	Title of position: <i>[Community Liaison Officer]</i>	
	Name of candidate	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment:for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
7.	Title of position: <i>[Health and Safety Expert]</i>	
	Name of candidate	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment:for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

FORM J -RESUME AND DECLARATION OF KEY PERSONNEL

Name of Bidder

Position [#1]: *[title of position]*

Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
details		
	Address of employer:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present employer:

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

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

Declaration

I, the undersigned Key Personnel, certify that to the best of my knowledge and belief, the information contained in this Form correctly describes myself, my qualifications and my experience

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

Commitment	Details
Commitment to duration of contract:	<i>[insert period (start and end dates) for which this Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert the number of days/week/months/ that this Key Personnel will be engaged]</i>

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

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

Name of Key Personnel: *[insert name]*

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

FORM K - LITIGATION HISTORY

Name of Firm or Partner of a joint venture

Firms, including each of the partners of a joint venture, should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution. A separate sheet should be used for each partner of a joint venture

Year	Award FOR or AGAINST Firm	Name of client, cause of litigation and matter in dispute	Disputed amount (current value, Kshs.)

FORM L - 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 of20.....

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]

FORM M -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: _____

FORM N - CERTIFICATE OF TENDERER'S VISIT TO SITE

This is to certify that

[Name/s]

.....

Being the authorized representative/Agent of [Name of Tenderer]

.....

.....

participated in the organized inspection visit of the site of the works for the [**Name of Contract**].....

..... Day of20

Signed

[Employer's Representative]

.....

NOTE: This form is to be completed whether the site visit is made at the time of the organized site or privately organized.

FORM 0 -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. The sub-contractors must be registered in their respective fields and in the relevant class/category

Failure to comply with this requirement may invalidate the tender,

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

.....

.....

[Signature of Tenderer]

[Date]

FORM Q -FORM OF WRITTEN POWER-OF-ATTORNEY

The Tenderer consists of a joint venture shall state here below the name and address of his representative who is authorized to receive on his behalf correspondence in connection with the Tender.

.....
[Name of Tenderer's Representative in block letters]

.....
[Address of Tenderer's Representative]

.....
[Signature of Tenderer's Representative]

DECLARATION FORM

To _____ Date _____

The tenderer i.e. (name and address) _____
_____ declare the following:

- a) Has not been debarred from participating in public procurement.
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Title

Signature

Date

(To be signed by authorized representative and officially stamped)

FORM R - FINANCIAL CAPABILITY

Name of Firm or partner of a joint venture
--

Firms, including each partner of a joint venture, should provide financial information to demonstrate that they meet the requirements stated in the Instructions to Bidders. Each firm or partner of a joint venture must fill in this form. If necessary, use separate sheets to provide complete banker information. A copy of the audited balance sheets should be attached.

Banker	Name of banker	
	Address of banker	
	Telephone	Contact name and title
	Fax	Telex

Summarize actual assets and liabilities in Kenya Shillings for the previous five years. Based upon known commitments, summarize projected assets and liabilities in Kenya Shillings for the next two years, unless the withholding of such information is justified by the Firm to the satisfaction of the Employer.

<i>Financial Information In Kshs.</i>	<i>Actual previous five years</i>					<i>Projected: next two months</i>
	1.	2.	3.	4.	5.	6
1. Total assets						
2. Current assets						
3. Total liabilities						

<i>Financial Information In Kshs.</i>	<i>Actual previous five years</i>				<i>Projected: next two months</i>	
4. Current liabilities						
5. Profits before taxes						
6. Profits after taxes						

Specify proposed sources of financing to meet the cash flow demands of the Project, net of current commitments

Source of financing	Amount (Kshs.
1.	
2.	
3.	
4.	

Attached audited financial statements for the last five years (for the individual Firm or each partner of a joint venture).

Firms owned by individuals, and partnerships, may submit their balance sheets certified by a registered accountant, and supported by copies of tax returns, if audits are not required by the laws of their countries of origin.

FORM T - 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

SELF DECLARATION FORM

FORM SD1

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

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

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

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

Bidder Official Stamp

SELF DECLARATION FORM

FORM SD2

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

I, of Post Office Box
..... being a resident of
..... in the Republic of do

hereby make a statement as follows:-

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

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

(Date) Bidder's Official Stamp

Site Organization

[Insert Site Organization information]

Method Statement

The Bidder shall provide a detailed and comprehensive Method Statement with his Bid showing how he proposes to execute the Works, including but not limited to:

1. Project Planning and Management including details of number(s) and location(s) of Proposed Contractor's Camp(s) and Store(s).
2. Statement of Commitment and Bidder's proposed Procedures to comply with the labour standards of the International Labour Organization (ILO).
3. Method Statement of the Bidder's proposed Operational Safety and Health (OSH) Procedures and CV of designated person(s) in charge.
4. Description of the Bidder's proposed Quality Assurance System and CV of designated person(s) in charge.
5. Method Statement of the Bidder's proposed Environmental Management System at the construction site(s), including the organizational structure thereof and an outline of the resources to ensure compliance with the requirements and conditions of the project's Environmental Management Plan, relative to at least:
 - Waste management,
 - Noise and excessive vibrations pollution control, and air pollution control,
 - Water quality,
 - Operational Safety and Health (OSH) measures, Personal Protection Equipment (PPE) and related training, and sanitary facilities for workers,
 - Traffic Management Plan.
6. Method Statement for Rock Excavation as blasting is not allowed.
7. Method Statement for Public Safety / Public Relations.
8. Any other Method Statement required by specific items in the Bills of Quantities.

Mobilization Schedule

The Contractor shall not carry out mobilization to Site unless the Engineer gives consent that appropriate measures are in place to address environmental and social risks and impacts, which at a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor's Personnel, submitted as part of the Bid and agreed as part of the Contract

Construction Schedule

[insert Construction Schedule]

ES Management Strategies and Implementation Plans

(ES-MSIP)

The Bidder shall submit comprehensive and concise Environmental and Social Management Strategies and Implementation Plans (ES-MSIP)

These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors.

Code of Conduct for Contractor's Personnel (ES) Form

CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

We are the Contractor, *[enter name of Contractor]*. We have signed a contract with *[enter name of Employer]* for *[enter description of the Works]*. These Works will be carried out at *[enter the Site and other locations where the Works will be carried out]*. Our contract requires us to implement measures to address environmental and social risks related to the Works, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Works. It applies to all our staff, laborers and other employees at the Works Site or other places where the Works are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works. All such persons are referred to as **“Contractor's Personnel”** and are subject to this Code of Conduct.

This Code of Conduct identifies the behavior that we require from all Contractor's Personnel.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Contractor's Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;
3. maintain a safe working environment including by:
 - a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
 - b. wearing required personal protective equipment;
 - c. using appropriate measures relating to chemical, physical and biological substances and agents; and
 - d. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;

8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Redress Mechanism.

a) RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the Contractor's Social Expert with relevant experience in handling gender-based violence, or if such person is not required under the Contract, another individual designated by the Contractor to handle these matters*] in writing at this address [] or by telephone at [] or in person at []; or
2. Call [] to reach the Contractor's hotline (*if any*) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Contractor's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR CONTRACTOR'S PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Contractor's contact person with relevant experience*] requesting an explanation.

Name of Contractor's Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date: (day month year): _____

ATTACHMENT 1 TO THE CODE OF CONDUCT FORM

BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)

The following non-exhaustive list is intended to illustrate types of prohibited behaviors:

(1) Examples of sexual exploitation and abuse include, but are not limited to:

- A Contractor's Personnel tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
- A Contractor's Personnel that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- A Contractor's Personnel rapes, or otherwise sexually assaults a member of the community.
- A Contractor's Personnel denies a person access to the Site unless he/she performs a sexual favor.
- A Contractor's Personnel tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

(2) Examples of sexual harassment in a work context

- Contractor's Personnel comment on the appearance of another Contractor's Personnel (either positive or negative) and sexual desirability.
- When a Contractor's Personnel complains about comments made by another Contractor's Personnel on his/her appearance, the other Contractor's Personnel comment that he/she is "asking for it" because of how he/she dresses.
- Unwelcome touching of a Contractor's or Employer's Personnel by another Contractor's Personnel.
- A Contractor's Personnel tells another Contractor's Personnel that he/she will get him/her salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

3 EMPLOYER'S REQUIREMENTS

Table of Contents

- 3.1. Scope of Works
- 3.2. Specifications
- 3.3. Drawings
- 3.4. Supplementary Information

Scope of Works

General

The works specified under this contract shall include all general and ancillary works of any nature that is deemed necessary for the due and satisfactory construction, completion and maintenance of the works to the full extent and meaning of the Drawings and Specifications, whilst complying with all general Conditions of Contract whether specifically mentioned or not in the clause of the specifications.

The Works detailed under this section of special specifications are only indicative of the Scope of Works associated with this contract and the Engineer may, where necessary, substitute some of the Works with others within the project areas without substantially altering the overall Scope of the Works. Any other activity not listed above but deemed to be necessary by the Engineer shall be carried out subject to the Engineer's formal instructions. Works shall be measured and paid using the relevant rates and prices in the Bill of Quantities.

Compliance with Specification

All materials, plant, labour and workmanship in and connected with the execution of the works shall be the best of their respective kinds without regard to any trade terms and the Contractor shall comply with these and all other respects with the relevant Clauses in the Specification and shall carry out the Contract in a proper and workmanship like manner and in strict accordance with Specifications, Working Drawings and Instructions of the Engineer

The works to be constructed are as follows:

- 48m³ elevated tank, 15m high – 2Nr.
- 32m³ elevated tanks, 15m high – 2Nr.
- Water Kiosk – 25Nr.
- Installation of aerial pipelines. - 10.6km
- Pipeline support pillars.

Technical Specifications

Refer to Volume II of Tender Documents

Drawings

Refer to Volume IV of Tender Documents

Supplementary Information

Supplementary information comprises of the Geotechnical Report and the Hydrogeological reports, Hydraulics Report denoted as Volume (3A), (3B) and Volume (3C) of the Bidding Documents.

These reports are marked “FOR INFORMATION ONLY AND WILL NOT FORM PART OF THE CONTRACT”.

These reports only represent investigations and findings, with/without analysis or interpretation of results/ findings of a consultant and it is the Bidder’s responsibility for any source and quality of construction materials, without binding the Employer

4 CONDITIONS OF CONTRACT AND CONTRACT FORMS

- 4.1 General Conditions
- 4.2 Particular Conditions
- 4.3 Contract Forms

Refer to Volume III of Tender Documents

5 BILLS OF QUANTITIES

Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Particular Conditions of Contract, Technical Specifications and Drawings.
 2. The brief description of the items in the Bill of Quantities is purely for the purpose of identification, and in no way modifies or supersedes the detailed descriptions given in the conditions of Contract and Specifications for the full direction and description of work and materials.
 3. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
 4. There is no guarantee to the Contractor that he will be required to carry out all the quantities of work indicated under any one particular item or group of items in the Bill of Quantities.
 5. The price and rates entered in the Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all constructional plant to be used, labour, insurance, supervision, compliance testing, materials, erection, maintenance of works, overheads and profits, taxes and duties together with all general risks, liabilities and obligations set out or implied in the Contract, transport, electricity and telephones, water, use and replenishment of all consumables, including those required under the Contract by the Engineer and his staff.
 6. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
 7. Any entry of "nil" or any other price or rate that shall render the Bid unresponsive in accordance with Clause 29 of the instructions to Bidders, unless deemed justifiably covered elsewhere in the Bills of Quantities, may lead to the entire Bid being rejected.
 8. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
 9. General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities and all works shall be done in accordance with the specifications and as directed by the Engineer.
 10. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Clause 13.5 of the Conditions of Contract.
 11. The method of measurement of completed work for payment shall be in accordance with *Standard Specification for Road and Bridge Construction* of the Ministry of Transport and Communications, 1986.
 12. "Authorized" "Directed" or "Approved" shall mean the authority, direction or approval of the Engineer.
 13. Unless otherwise stated, all measurements shall be net taken on the finished work carried out in accordance with the details shown on the drawings or instructed, with no allowance for extra cuts or fills, waste or additional thickness.
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necessary to obtain the minimum finished thickness or dimensions required in this contract. Any work performed in excess of the requirements of the plans and Specifications will not be paid for, unless ordered in writing by the Engineer.

14. Units of Measurement and Abbreviations used herein shall have the following meanings:

Unit	Abbreviation	Unit	Abbreviation
cubic meter	m ³ or cu m	litre	l
hectare	ha	millimetre	mm
hour	hr	month	mth
kilogram	kg	number	No.
kilometre	Km	provisional sum	Prov Sum
lump sum	LSum.	square meter	m ² or sq m
prime cost	PC Sum	square millimetre	mm ² or sq mm
meter	m	vehicle	Veh
metric ton (1,000kg)	t	week	wk