TURKANA COUNTY GOVERNMENT

MINISTRY OF AGRICULTURE, PASTORAL ECONOMY AND FISHERIES

PROPOSED CONSTRUCTION OF LOCHOR-EMEYAN SPATE IRRIGATION SCHEME

IN

LOIMA SUB-COUNTY, TURKANA COUNTY

STANDARD TENDER DOCUMENT

Tender No: TCG/APEF/143/2018-2019
NEGOTIATION No:723339
SECTION A:

INSTRUCTIONS TO TENDERERS

Tender Submission Check list

Tender Submission format
This order and arrangement shall be considered as the Tender Submission Format. Tenderers shall tick against each item indicating that they have provided it.

<table>
<thead>
<tr>
<th>No</th>
<th>Item</th>
<th>Tick where provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Tenderers confirmation that at least forty per cent of their supplies is sourced from citizen contractors. (PREFER FROM TURKANA COUNTY)</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Company or Contractor or Firm’s Registration/Incorporation Certificate. Certificate of Confirmation of Directors and Shareholding (C.R.12) for registered companies and if not a registered company a business name for those trading as a sole proprietor or a partnership registered under the Kenyan law or equivalent certification for foreign tenderers.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Security Bid bond from any bank or insurance recognize by Public Procurement Regulatory Authority (PPRA) for Ksh 100,000</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Turkana County Permit</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>PIN Certificate or its equivalent for foreign companies</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Valid Tax Compliance Certificate or its equivalent for foreign companies</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Form of Tender</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Price Schedule(s)</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Declaration Form</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Confidential Business Questionnaire (CBQ)</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Duly completed Qualification Information Form. This should include the required attachments as per the form</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Copy of Contractor’s NCA Certificate of Registration for the relevant category.</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>List of previous clients of the Contractor for similar works indicating physical addresses.</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Reference letters from previous clients of the Contractor for similar works. Four (4) Names with full contact as well as physical addresses of similar works together with a letter from each of them confirming completion of the contracts on schedule.</td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>List of Four (4) previous clients of the Sub-Contractor for similar works indicating physical addresses.</td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>Reference letters from four (4) previous clients of the Sub Contractor for similar works.</td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>Priced Bill of Quantities (signed and stamped by bidder)</td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td>Duly completed Tender Form (Financial)</td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td>Audited Financial Statements. The audited financial statements Required must be those that are reported within eighteen (18) Calendar months of the date of the tender document. For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, they</td>
<td></td>
</tr>
<tr>
<td></td>
<td>should submit certified copies of bank statements covering a period of at least six months prior to The date of the tender document. The copies should be Certified by the Bank issuing the statements. The Certification should be original.</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>20.</td>
<td>Access to a credit facility</td>
<td></td>
</tr>
<tr>
<td>21.</td>
<td>Any other document or item required by the Tender Document. (The Tenderer shall specify such other documents or items it has submitted)</td>
<td></td>
</tr>
</tbody>
</table>

*NOTES TO TENDERERS*

1. Valid Tax Compliance Certificate shall be one issued by the relevant tax authorities and valid for at least up to the tender closing date. All Kenyan registered Tenderers must provide a valid Tax Compliance Certificate.
# TABLE OF CONTENTS

**PAGE**

INTRODUCTION .................................................................................................................. 2

SECTION I INVITATION TO TENDER ........ ....... 5

SECTION II INSTRUCTIONS TO TENDERERS ........ 6

SECTION III GENERAL CONDITIONS OF CONTRACT....... 21

SECTION IV SPECIAL CONDITIONS OF CONTRACT ........ 26

SECTION V BILLS OF QUANTITIES ................................. 29

SECTION VI SPECIFICATIONS AND PERFORMANCE REQUIREMENTS.......35

SECTION VII STANDARD FORMS .............................................53
SECTION I: INVITATION FOR TENDERS

The Turkana County Government invites sealed tenders from eligible underwriting firms for the following tender.

**TCG/APEF/143/2018-2019 PROPOSED CONSTRUCTION OF SPATE IRRIGATION SCHEME AT NAIYANAEKTWAAN IN LOIMA, TURKANA COUNTY.**

Interested eligible candidates may obtain further information from the office of the Director Supply chain Management Services, Procurement Department, Office of the Governor- Lodwar and inspect the tender documents during normal working hours (08.00am-05.00pm) or via email on: supplychainoffice@turkana.go.ke. A complete set of tender documents may be downloaded from county website: www.turkana.go.ke or upon payment of a non-refundable fee of **1000** in cash or bankers cheque payable to TURKANA COUNTY REVENUE ACCOUNT KENYA COMMERCIAL BANK A/C: 1140763687 LODWAR BRANCH.

REVENUE ACCOUNT KENYA COMMERCIAL BANK A/C: 1140763687 LODWAR BRANCH.

Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for one hundred and twenty (120) days from the closing date of the tender. Completed tender documents are to be enclosed in plain sealed envelopes clearly bearing only the tender number and the title of the tender should be deposited in the Tender Box, outside Director of Supply Chain Management office, Next to the Governor’s Office and be addressed to:-

County Secretary
Turkana County Government
P.O Box 11-30500
Lodwar.

So as to reach on or before **11:00 AM ……25th april 2019..............................**

Tenders must be accompanied by tenders security for the amount of Kenya shillings **One Hundred Thousand shillings (Ksh 100,000)**. The tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at the Procurement Board Room.

**DIRECTOR SUPPLY CHAIN MANAGEMENT SERVICES FOR: COUNTY SECRETARY.**
SECTION II – INSTRUCTIONS TO TENDERERS

2.1. Instructions to Tenderers

2.1.1. Eligible Tenderers
This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall complete the supply, install and commissioning of the equipment by the intended completion date specified in the tender documents.

2.1.2. The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

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 a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2. Eligible Equipment

2.2.1. All equipment to be supplied and installed under the contract shall have their origin in eligible source countries.

2.2.2. For purposes of this clause, “origin” means the place where the equipment(s) are produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components

2.2.3. The origin of equipment is distinct from the nationality of the tenderer and shall be treated thus in the evaluation of the tender.
2.3. Cost of Tendering

2.3.1. The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3.2. The price to be charged for hard copies of the tender document shall not exceed Kshs. 1,000/=.

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

2.4. Contents of Tender Document

2.4.1. The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to tenderers (i) Invitation to Tender (ii) Instructions to Tenderers (iii) General Conditions of Contract (iv) Special Conditions of Contract (v) Schedule of requirements (vi) Technical Specifications (vii) Tender Form and Price Schedules (viii) Tender Security Form (ix) Contract Form (x) Performance Security Form (xi) Bank Guarantee for Advance Payment Form (xii) Manufacturer’s Authorization Form (xiii) Confidential Business Questionnaire Form (xiv) Declaration form (xv) Request for Review Form

2.4.2. 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. Clarification of Tender Documents

2.5.1. A prospective tenderer making inquiries of the tender documents may notify the Procuring entity in writing or by post at the entity’s address indicated in the invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation
of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2. 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.

2.6. Amendment of Tender Documents

2.6.1. At any time prior to the deadline for submission of tender, the procuring entity, 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 addendum.

2.6.2. All prospective tenderers that have obtained the tender documents will be notified of the amendment in writing or by post and will be binding on them.

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

2.7. Language of Tender

2.7.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.8. Documents Comprising the Tender

2.8.1. The tender prepared by the tenderers shall comprise the following components.
   a) Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
   b) Documentary evidence established in accordance with paragraph 2.12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted
   c) Documentary evidence established in accordance with paragraph 2.13 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
   d) Tender security furnished in accordance with paragraph 2.14 (e) Confidential Business
Questionnaire

2.9. Tender Form

2.9.1. The tenderer shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the equipment to be supplied, installed and commissioned and a brief description of the equipment, their country of origin, quantity, and prices.

2.10. Tender Prices

2.10.1. The tenderer shall indicate on the appropriate Price Schedule the unit prices where applicable and total tender price of the equipment and installation it proposes to supply under the contract.

2.10.2. Prices indicated on the Price Schedule shall be entered separately in the following manner: (i) the price of the equipment quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable: (ii) charges for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination; and (iii) installation charges shall also be indicated separately for each equipment.

2.10.3. Prices quoted by the tender shall remain fixed during the Tender’s performance of the contract. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22 unless otherwise agreed by the parties.

2.11. Tender Currencies

2.11.1. Prices shall be quoted in the following currencies: (a) For equipment that the tenderer will supply from within Kenya, the prices shall be quoted in Kenya Shillings; and (b) For equipment that the tenderer will supply from outside Kenya, the prices may be quoted in US Dollars or in another freely convertible currency. (c) Cost of installation and commissioning will be in Kenya Shillings.

2.12. Tenderers Eligibility and Qualifications

2.12.1. This tender is open to tenderers with the following qualification:

1. Registered by National Construction Authority class NCA 5 and above
2. Must have qualified technical personnel in Civil, Water, Irrigation and Agricultural Engineers

2.12.2. Pursuant to paragraph 2.1. The tenderers shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.12.3. The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity’s satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.4. The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity’s satisfaction; (a) that, in the case of a tenderer offering to supply equipment under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the equipment, Manufacturer or producer to supply the equipment (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract; (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer’s maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13. Goods Eligibility and Conformity to Tender Document

2.13.1. Pursuant paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all equipment which the tenderer proposes to supply under the contract.

2.13.2. The documentary evidence of the eligibility of the goods shall consist of statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3. The documentary evidence of conformity of the equipment 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 equipment 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 equipment for a period of two (2) years, following commencement of the use of the equipment by the Procuring entity; and c) a clause-by-clause commentary on the Procuring entity’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.

2.13.4. For purposes of the commentary to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity’s satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14. **Tender Security**

2.14.1. The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.

2.14.2. The tender security shall be in the amount not exceeding 2 percent of the tender price.

2.14.3. The tender security is required to protect the Procuring entity against the risk of Tenderer’s conduct which would warrant the security’s forfeiture, pursuant to paragraph 2.14.7

2.14.4. The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a) Cash b) A bank guarantee c) Such insurance guarantee approved by the Authority d) Letter of credit.

2.14.5. Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22
2.14.6. Unsuccessful Tenderer’s tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.

2.14.7. The successful Tenderer’s tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph

2.14.8. The tender security may be forfeited:

1) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or b) in the case of a successful tenderer, if the tenderer fails:

i) To sign the contract in accordance with paragraph 2.27 1. Or ii. ) to furnish performance security in accordance with paragraph 2.28 c) If the tenderer rejects correction of an arithmetic error in the tender.

2.15. Validity of Tenders

2.15.1. Tenderers shall remain valid for 60 days or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.20. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.15.2. In exceptional circumstances, the Procuring entity may solicit the Tenderer’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16. Format and Signing of Tender

2.16.1. The Procuring entity shall prepare two copies of the tender, clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER,”
as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2. 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. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.16.3. 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.

2.17. Sealing and Marking of Tenders

2.17.1. The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.

2.17.2. The inner and outer envelopes shall: (a) be addressed to the Procuring entity at the address given on the Invitation to Tender. (b) Bear the tender number and name in the Invitation to Tender and the words “DO NOT OPEN BEFORE (day, date at time of closing)

2.17.3. The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.17.4. If the outer envelope is not sealed and marked as required by paragraph

2.17.5. The Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.18. Deadline for Submission of Tender

2.18.1. Tenders must be received by the Procuring entity at the address specified under paragraph

2.18.2. Not later than -------25th April 2019------ AT 11:00 A.M.

2.18.3. The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates
previously subject to the deadline will therefore be subject to the deadline as extended

2.18.4. Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the Appendix.

2.19. **Modification and Withdrawal of Tenders**

2.19.1. 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.

2.19.2. The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

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

2.19.4. 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. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.14.7

2.20. **Opening of Tenders**

2.20.1. The Procuring entity will open all tenders in the presence of tenderers’ representatives who choose to attend, 25th April 2019- AT 10:00 A.M. and in the following location. County Government of Turkana County Headquarters,

   **Board Room**

   The tenderers’ representatives who are present shall sign a tender opening register evidencing their attendance.

2.20.2. The tenderers’ names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3. The Procuring entity will prepare minutes of the tender opening.

2.21. **Clarification of Tenders**

2.21.1. To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The
request for clarification and the response shall be in writing, and no change in the
prices or substance of the tender shall be sought, offered, or permitted.
2.21.2. Any effort by the tenderer to influence the Procuring entity in the Procuring entity’s
tender evaluation, tender comparison or contract award decisions may result in the
rejection of the tenderers’ tender.

2.22. Preliminary Examination and Responsiveness

2.22.1. The Procuring entity will examine the tenders to determine whether they are
complete, whether any computational errors have been made, whether required
sureties have been furnished, whether the documents have been properly signed,
and whether the tenders are generally in order.

2.22.2. Arithmetical errors will be rectified on the following basis. If there is a
discrepancy between the unit price and the total price that is obtained by
multiplying the unit price and quantity, the unit price shall prevail, and the total
price shall be corrected. If the candidate does not accept the correction of the
errors, its tender will be rejected, and its tender security may be forfeited. If there
is a discrepancy between words and figures the amount in words will prevail

2.22.3. The Procuring entity may waive any minor informality or non-conformity or
irregularity in a tender which does not constitute a material deviation, provided
such waiver does not prejudice or effect the relative ranking of any tenderer.

2.22.4. Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity
will determine the substantial responsiveness of each tender to the tender
documents. For purposes of these paragraphs, a substantially responsive tender is
one, which conforms to all the terms and conditions of the tender documents
without material deviations. The Procuring entity’s determination of a tender’s
responsiveness is to be based on the contents of the tender itself without recourse
to extrinsic evidence.

2.22.5. If a tender is not substantially responsive, it will be rejected by the Procuring
entity and may not subsequently be made responsive by the tenderer by correction
of the non-conformity.

2.23. Conversion to Single Currency
2.23.1. Where other currencies are used, the Procuring Entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24. Evaluation and Comparison of Tenders

2.24.1. The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2. The Procuring entity’s evaluation of a tender will exclude and not take into account

a) in the case of equipment manufactured in Kenya or equipment of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the tenderer; and

b) Any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

2.24.3. The comparison shall be of the ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods.

2.24.4. The Procuring entity’s evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 2.23.5 and in the technical specifications: (a) delivery and installation schedule offered in the tender; (b) deviations in payment schedule from the specifications in the Special Conditions of Contract; (c) the cost of components, mandatory spare parts and service; (d) the availability in Kenya of spare parts and after-sales service for the equipment offered in the tender.

2.24.5. Pursuant to paragraph 2.24.4 the following evaluation methods will be applied

a) Delivery schedule (i) The Procuring entity requires that the equipment under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than the procuring entity’s required delivery time will be treated as non-responsive and rejected.

b) Deviation in payment schedule Tenderers shall state their tender price for the payment of schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment
schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

c) Spare parts and after sales service facilities
Tenderers must offer items with service and spare parts back-up. Documentary evidence and locations of such back-up must be given. Where a tenderer offers items without such back-up in the country, he must give a documentary evidence and assurance that he will establish adequate back-up for items supplied.

2.26. The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
2.24.7. Preference where allowed in the evaluation of tenders shall not exceed 15%

2.25. Contacting the Procuring Entity

2.25.1. Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.25.2. Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer’s tender.

2.26. Award of Contract

a) Post-qualification

2.26.1. In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.26.2. The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.26.3. An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer’s tender, in which event the Procuring entity will proceed to the next lowest evaluated tender
to make a similar determination of that Tenderer’s capabilities to perform satisfactorily.

**b) Award Criteria**

2.26.4. The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.26.5. To qualify for contract awards, the tenderer shall have the following:

a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured. b) Legal capacity to enter into a contract for procurement c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing. d) Shall not be debarred from participating in public procurement.

c) Procuring Entity’s Right to accept or Reject any or All Tenders

2.26.6. The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderer of the grounds for the procuring entity’s action

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

2.26.8. 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.

2.26.9. A tenderer who gives false information in the tender document about is qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

**2.27. Notification of Award**

2.27.1. Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.27.2. The notification of award will signify the formation of the Contract but will have to wait until the contract is finally signed by both parties. Simultaneous other tenderers shall be notified that their tenders have not been successful.
2.27.3. Upon the successful Tenderer’s furnishing of the performance security pursuant to paragraph
2.27.4. the Procuring entity will simultaneously inform the other tenderers that this tenderers have not been successful

2.28. **Signing of Contract**

2.28.1. At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.28.2. Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
2.28.3. 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.

2.29. **Performance Security**

2.29.1. Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.29.2. Failure of the successful tenderer to comply with the requirements of paragraph 2.28 or paragraph 2.29 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.30. **Corrupt or Fraudulent Practices**

2.30.1. The procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has and will not be involved in corrupt or fraudulent practices.

2.30.2. The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.30.3. Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.
SECTION III: GENERAL CONDITIONS OF CONTRACT

Introduction

The Conditions of Contract herein referred to as Conditions, are contained in the “Conditions of Contract International, for works of Civil Engineering Construction-General Conditions (1987) as recommended by the International Federation of Civil Engineers (FIDIC) herein referred to as General Conditions of Contract”, and together with the conditions of particular application hereafter referred to as Special Conditions.

Any conditions contained in the Special Conditions of these conditions shall be deemed to prevail in the event of contradiction with a condition contained in General Conditions.

Bidders are encouraged to acquaint themselves with the General Conditions of Contract which have not been attached hereto. You are however, required to apply these conditions except as amended in the Special Conditions.

3.1. Definitions

3.1.1. In this Contract, the following terms shall be interpreted as indicated: - (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract. (d) “The Procuring entity” means the organization purchasing the Goods under this Contract. (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

3.2. Application

3.2.1. These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment to the extent that they are not superseded by provisions of other part of contract.

3.3. Country of Origin
3.3.1. For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

3.3.2. The origin of Goods and Services is distinct from the nationality of the tenderer and will be treated thus in the evaluation of the tender.

3.4. Standards

3.4.1. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5. Use of Contract Documents and Information

3.5.1. The Candidate shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision therefore, or specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2. The tenderer shall not, without the Procuring entity’s prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3. Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer’s performance under the Contract if so required by the Procuring entity

3.6. Patent Rights

3.6.1. The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity’s country

3.7. Performance Security

3.7.1. Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

3.7.2. The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer’s failure to complete its obligations under the Contract.
3.7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the procuring entity and shall be in the form of a) Cash b) Bank guarantee c) Such insurance guarantee approved by the Authority d) Letter of credit

3.7.4. The performance security will be discharged by the Procuring entity and returned t he Candidate not late than thirty (30) days following the date of completion of the Tenderer’s performance obligations under the Contract, including any warranty obligations, under the Contract

3.8. Inspection and Tests

3.8.1. The Procuring entity or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

3.8.2. The inspections and tests may be conducted in the premises of the tenderer. All reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.8.3. Should any inspected or tested equipment fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.

3.8.4. The Procuring entity’s right to inspect test and where necessary, reject the equipment after the equipment arrival and installation shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

3.8.5. Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9. Packing
3.9.1. The tenderer shall provide such packing and packaging of the equipment as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.10. Delivery and Documents

3.10.1. Delivery of the equipment, documents and installation of the same shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.11. Insurance

3.11.1 The equipment supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.12. Payment

3.12.1. The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2. Payments shall be made promptly by the Procuring entity as specified in the contract

3.13. Prices

3.13.1. Prices charged by the tenderer for equipment delivered and installation performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

3.13.2. Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.13.3. Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

3.13.4. Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

3.14. Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract except with the Procuring entity’s prior written consent.

3.15. Sub-contracts
The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

3.16. Termination for Default

The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part (a) if the tenderer fails to deliver any or all of the equipment within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity (b) if the tenderer fails to perform any other obligation(s) under the Contract (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar equipment.

3.17. Termination for convenience

3.18. Liquidated Damages

3.18.1. If the tenderer fails to deliver within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.19. Resolution of Disputes

3.19.1. The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract

3.19.2. If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.
3.20. Language and Law
The language of the contract and the law governing the contract shall be English language and
the Laws of Kenya respectively unless otherwise specified in the SCC

3.21. Force Majeure
3.21.1. The Tenderer shall not be liable for forfeiture of its performance security or termination
for default if and to the extent that it’s delay in performance or other failure to perform
its obligations under the Contract is the result of an event of Force Majeure.

3.22. Notices

3.22.1. Any notice given by one party to the other pursuant to this contract shall be sent to
other party by post or by fax or Email and confirmed in writing to the other party’s
address specified.

3.22.2. A notice shall be effective when delivered or on the notices effective date, whichever is
later.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

SECTION VI: SPECIAL CONDITIONS OF CONTRACT

A. GENERAL

| TCG1.1 (o) | The Employer is: The Chief Officer, Agriculture and Land Reclamion,
Turkana County. |
| TCG 1.1 (r) | The Intended Completion Date for the whole of the Works shall be the day
……………… months after the date of bid award |
| TCG 1.1 (u) | The project Manager is the Director Irrigation and Land Reclamion, County
Government of Turkana. |
| TCG 1.1 (w) | The Sites are located in LOIMA ward and shall be shown to the winning bidder
by the County office together with the local community. |
| TCG 1.1 (z) | The Start Date shall be communicated by the project Manager. |
| TCG 1.1 (d.d) | Construction of Rain Water Spreading Bunds.  
|              | Construction of Rainwater Harvesting Structures (Trapezoidal Bunds).  
|              | Excavation of floodwater interception ditches.  
|              | Excavation of floodwater diversion ditches.  
|              | Construction of protection bunds.  
|              | Fencing by use of local materials.  
|              | Land Ploughing.  
|              | Bush Clearing.  
| TCG 2.2      | Sectional Completions are: Each site on its own.  
| TCG 2.3(i)   | The following documents also form part of the Contract: This tender document in its entirety including BOQs, drawings, plans, specifications, addendums, appendices, annexes and site instructions and related.  
| TCG 3.1      | The language of the contract is English. The Law that applies to the Contract is the law of the Republic of Kenya.  
| TCG 8.1      | There is no other contractor anticipated.  
| TCG 9.1      | Key Personnel: Agricultural Engineer, Civil Engineer, Land Reclamation expert, Surveyor, Support Technicians.  
| TCG 15.1     | Queries. N/A  
| TCG 21.5     | The Site Possession Date(s) shall be: ……………………………………….  
| TCG 25.3     | Institution whose arbitration procedures shall be used: Chartered Institute of Arbitrators (Kenya Chapter) Sub-Clause 25.3 - Any dispute, controversy or claim arising out of or relating to this contract, or breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the chartered Institute of Arbitrators (Kenya Chapter) Arbitration Rules as at present in force. Place of Arbitration shall be Nairobi Kenya.  

B. TIME CONTROL
| TCG 27.1 | The Contractor shall submit for approval a Program for the Works within 14 days from the date of the Letter of Acceptance. |
| TCG 27.3 | The period between Program updates is 60 days. The amount to be withheld for late submission of an updated program is **Ksh20,000.00** |
| TCG 29.1 | The Defects Liability Period is: 183 days |

### C. QUALITY CONTROL

<table>
<thead>
<tr>
<th>TCG 33.1</th>
<th>Variations</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td>TCG 35</td>
<td>Payment Certificates</td>
</tr>
<tr>
<td></td>
<td>The Contractor shall submit to the Employer the invoice showing the amount due to the Contractor, accompanied by necessary documents.</td>
</tr>
<tr>
<td></td>
<td>The Project Manager, in consultation with the Employer, shall check the Contractor’s invoice and certify the amount to be paid to the Contractor</td>
</tr>
</tbody>
</table>

### D. Cost Control

| TCG 46.1 | The currency of the Employer’s country is: Kenya Shillings (KShs) |
| TCG 47.1 | The Contract is not subject to price adjustment in accordance with GCC Clause 47. |
| TCG 48.1 | The proportion of payments retained is: 10% |
| TCG52.1 | The Performance Security amount is 10% of the Bid Sum in form of Insurance Guarantee (unconditional) or an equivalent amount in a freely convertible Currency |
SECTION V – BILLS OF QUANTITIES

PREAMBLE:

1. General
Attention is directed to the Form of Tender and the Appendix, the instructions to
Tenderers, Conditions of Contract, the Specifications and the drawings. The Bill of
Quantities is to be read in conjunction with these documents

2. Method of Measurement
The Bill of Quantities have been generally drawn up in accordance with the standard
Method (1973) published by the Institution of Civil Engineers, A-7 Great George Street
London, SWI 3AA, where special methods of measurements have been used. These are
apparent in the Bill of Quantities under the item so affected or are referred to later in this
preamble.

3. Measurements to be Net
Unless otherwise specified all measurements will be net over the finished work, and no
allowance will be made for waste or working space.

4. Each item to be priced.
A price or rate is to be entered against each numbered item in the Bill of Quantities. Items
against which no price or rate s entered will be considered as being covered by other rates
or prices elsewhere in the Bill of Quantities and no specific payment will be made for that
item

5. Rates and Prices Fully Inclusive
The rates and prices entered in the Bill of Quantities shall include for not only supplying
all constituent materials but also for all other operations required to produce the finished
work as shown on the drawings and described elsewhere in the Tender Documents. The
Description of items shall be deemed to cover all such operations unless they are
specifically stated otherwise.
6. **Description of work.**
   Descriptions of work under items in the Bill of Quantities are only sufficient details to enable identification of the item of works so referred to. Reference is to be made to the Drawings, Conditions of Contract and Specifications for detailed information and general obligations.

7. **Tolerance on Rock Excavation**
   Where an excavated rock surface forms the finished limits of the work, payment will be made for the volume to the finished lines shown on the drawings. The Tenderer shall include in his rates for any trimming of rock faces which may be necessary as a result of his method of working.
# THE CONSTRUCTION OF LOCHOR-EMEYAN SPATE IRRIGATION SCHEME LOIMA SUB-COUNTY, TURKANA COUNTY

## TENDERER’S BID

### 1. INSTRUCTION TO BIDDERS

**BILL OF QUANTITIES FOR CONSTRUCTION OF LOCHOREMEYAN SPATE IRRIGATION SCHEME**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bill No. 1</td>
<td>Preliminary and General</td>
<td>-</td>
</tr>
<tr>
<td>Bill No. 2</td>
<td>Land Preparation</td>
<td>-</td>
</tr>
<tr>
<td>Bill No. 3</td>
<td>Construction of RWH, Interception, Diversion and Water Harvesting Structures</td>
<td>-</td>
</tr>
<tr>
<td>Bill No. 4</td>
<td>Fence Installation</td>
<td>-</td>
</tr>
<tr>
<td><strong>Sub-total 1</strong></td>
<td></td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>Add 5% Contingencies</td>
<td>-</td>
</tr>
<tr>
<td><strong>Sub-total 2</strong></td>
<td></td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>Add 16% VAT</td>
<td>-</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td></td>
<td>-</td>
</tr>
</tbody>
</table>

**ITEM DESCRIPTION**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QTY</th>
<th>RATE (KSh)</th>
<th>AMOUNT (KSh)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Bill No. 1: Preliminaries and General</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>General Notes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(1).</td>
<td>Abbreviations</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>cm-Centimetre</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>CM-Cubic meter</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>No-Number</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>sq m-Square meter</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>m-meter</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>L.S-Lump sum</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ITEM</td>
<td>DESCRIPTION</td>
<td>UNIT</td>
<td>QTY</td>
<td>RATE (KSh)</td>
<td>AMOUNT (KSh)</td>
</tr>
<tr>
<td>------</td>
<td>-------------</td>
<td>------</td>
<td>-----</td>
<td>------------</td>
<td>--------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Bill No. 2: Land Preparation**
2.1 Clear site of all trees (less than 500 mm diameter), bushes, shrubs, etc. complete with stumps and roots and use recommended cleared materials to establish social fence around the farm’s perimeter. *Rates shall include for establishment of the social fence.*

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QTY</th>
<th>RATE (KSh)</th>
<th>AMOUNT (KSh)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>sq m</td>
<td>600,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2.2 Fill in gully formation within farm area to ground level as directed by the Engineer. *Rates should include for all trimming to levels and backfilling with approved imported soil material.*

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QTY</th>
<th>RATE (KSh)</th>
<th>AMOUNT (KSh)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>CM</td>
<td>1,850</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2.3 Plough the area enclosed by bunds using chisel plough to a depth not less than 0.5 m to break soils hardpan thus allowing maximum infiltration of floodwater.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QTY</th>
<th>RATE (KSh)</th>
<th>AMOUNT (KSh)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>acres</td>
<td>140</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Bill No. 2: Land Preparation
Total of Bill No. 2 carried over to Summary

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QTY</th>
<th>RATE (KSh)</th>
<th>AMOUNT (KSh)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Bill No. 3: Construction of Rainwater Harvesting, interception, diversion and Spreading Structures.

3.1 Water Spreading Bunds (Graded Bunds)

3.1.1 Construct 70 no. graded water spreading bunds within the proposed land for cultivation to spread floodwater across the land as specified in the design. *Rates shall include for excavation, haulage, trimming and compaction.*

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QTY</th>
<th>RATE (KSh)</th>
<th>AMOUNT (KSh)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>CM</td>
<td>10,675</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3.2 Trapezoidal Bunds

3.2.1 Construct 10 no. TBs at the lower side of the proposed land for cultivation to harvest and retain excess floodwater upstream of the farm as specified in the design.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QTY</th>
<th>RATE (KSh)</th>
<th>AMOUNT (KSh)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>CM</td>
<td>2,200</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Protection Bunds

3.3.1 Construct protection bunds with a total length of 400 m to protect constructed bunds against damage by floodwater as specified in the design. *Rates shall include for excavation, haulage, trimming and compaction.*

<table>
<thead>
<tr>
<th>CM</th>
</tr>
</thead>
<tbody>
<tr>
<td>816</td>
</tr>
</tbody>
</table>

### Interception Ditches

3.4.1 Excavate trapezoidal shaped ditches to a depth n.e. 0.6 m to intercept floodwater and channel to well-constructed bunds and or to divert excess floodwater against damaging the constructed bunds as specified in the design. Excavated materials should be used to form embankment on downslope side. *Rates shall include for excavation, haulage, trimming and compaction.*

<table>
<thead>
<tr>
<th>CM</th>
</tr>
</thead>
<tbody>
<tr>
<td>2,700</td>
</tr>
</tbody>
</table>

### Stone Works and Gabion protection

3.5.1 Stone pitch the tips of all TBs and WSBs to prevent damage by overflow of floodwater as indicated in the drawing. *(Rates shall include for transport and installation)*

<table>
<thead>
<tr>
<th>ton</th>
</tr>
</thead>
<tbody>
<tr>
<td>72</td>
</tr>
</tbody>
</table>

3.5.2 Provide and place triple twisted hexagonal shaped galvanized mesh wire size 100mm by 80mm along specified sections of excavated ditches to prevent damage by floodwater. *Rates shall include for filling with boulders and binding.*

<table>
<thead>
<tr>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>40</td>
</tr>
</tbody>
</table>

Bill No. 3: Construction of WHS
Total of Bill No. 3 carried over to Summary

### Bill No. 4: Fence Installation
4.1. Supply materials and construct barbed wire fence as specified in the design. (Maximum 2.5 m interval between poles and not less than 8 no. strands.). Rates shall include for transport and installation.

<table>
<thead>
<tr>
<th>Bill No. 4: Construction of WHS</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total of Bill No. 4 carried over to Summary</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SECTION VI: SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

1. GENERAL SPECIFICATIONS

1.1. Introduction

These specifications cover the construction of the works as shown in the Drawings and Section V Bill of Quantities, and shall be read in conjunction with TCG and SCC.

1.1.1. Location

Turkana County is a county in the former Rift Valley Province of Kenya. Turkana is the largest and also the north-western most county in Kenya. It is bordered by the countries of Uganda to the west; South Sudan and Ethiopia, to the north and northeast; and Lake Turkana to the east. To the south and east, neighboring counties in Kenya are West Pokot, Baringo and Samburu Counties, while Marsabit County is located on the opposite (i.e. eastern) shore of Lake Turkana. Coordinates: 3°09’N 35°21’E and Elevation1, 138 m (3,734 ft)

With an area of nearly 77,000 km², Turkana is the largest county in Kenya. Its capital and largest town is Lodwar. The county has a population of 855,399 (2009 census).

Rainfall measurement’s per annum (1982 data) is recorded as less than ten inches; with a range of between 115mm and 650mm. There were thirteen drought periods in a period of 50 years beginning 1938.
The County terrain is generally low-lying from 600m above sea level in Southern at the end of the County.

The County is currently divided into six constituencies which are the sub-counties and 7 districts. There are six parliamentary constituencies namely Turkana North Constituency, Turkana Central Constituency, Turkana South Constituency, Turkana West Constituency, LOIMA Constituency and Loima Constituency, 17 Divisions. Lodwar Town some 694 Km South of Nairobi is the seat of the County Headquarters. There are 30 County assembly wards in Turkana County. The works specified in this document are going to be executed in LOIMA Ward.

1.1.2. **Scope of Works**

Scope of works shall comprise of followings;

- Provide, erect and maintain 2 no. project sign boards in accordance with the specifications attached.
- Bush clear and de-stump all stumps and use recommended cut materials to establish social fence around farm’s perimeter as specified.
- Level up gully formation within the proposed farm area as specified.
- Land preparation: Cut to a depth n.e. 1 m by use of tractor-mounted chisel plough as specified.
- Construct floodwater spreading bunds, to spread water within the proposed land to be cultivated, each of crest of 0.5 m, bottom width of 4.1 m, height of 0.6 m, and wing-wall of 25 m at 135° on the upper end, length of 100 m and side slopes: 1:3 as designed.
- Construct trapezoidal bunds, within the proposed land to be cultivated and as specified, each with the following specifications;
  Cross-section: Bottom width-5.8 m, top width-1 m, height of base bund-0.6 m, height at wing-walls-0.4 m, length of base bund-40 m, length of wing-walls-57 m (Constructed at 135° to the upper ends of both wing-walls, as designed.
- Construct flood protection bunds of crest width 1 m and bottom width of 5.8 m, 0.6 m high and water channel of at least 2.5 m wide to divert floodwater from the proposed land to be cultivated as designed.
- Excavate trapezoidal shaped ditches of bottom width n.e. 3 m and top width 6 m and height of 0.6 m as designed.
• Supply and install gabions at specified sections of excavated ditches to protect the canals against damage by floodwater as designed.
• Purchase and supply local variety white sorghum as specified.

1.2. Extent of Contract

The works specified under this contract shall include all general works preparatory to the construction of the works and materials and work of any kind necessary.

1.3. Precedence of Contract Documents

Should the provisions of any clauses of any or all of the Contract Document be shown to be mutually at variance or exclusive, the following order of precedence shall be applied in order to establish which of the said provisions, mutually at variance or exclusive, shall be deemed to be true and correct intent of the contract entered into by Employer, and the Contractor shall forthwith be absolved from any liability under the provisions not so proved to be the true and correct intent of the contract, provided that in the execution of the contract the Contractor has, or shall have complied with such true and correct intent.

a) Provisions of General or particular Specifications shall take precedence over those of the General Conditions of Contract.

b) Provisions of Bill of Quantities shall take precedence over the General Specifications unless otherwise indicated.

c) Details shown or noted on the Contract drawings shall take precedence over the requirements of both the General Specifications and Bill of Quantities.

d) Within the General Specifications, the provisions of any section particular to the provisions at variance shall take precedence over the general section, and within any section clauses particular to the provisions at variance shall take precedence over those not so particular. The foregoing order of precedence shall apply also to clauses of the particular Specifications.
e) Where there is conflict in units of measurement quoted in General Specifications and units quoted in Bill of Quantities the units in the latter will apply.

1.4 Standards

All the materials and workmanship shall comply with the Kenya Bureau of Standards (K.B.S) or International Standards Organization (I.S.O.) Standard for that particular material or workmanship.

Mixture of different standards in one trade will not be allowed.

Where the dimension in one standard does not completely correspond to the dimensions of the other standard, which is being used for construction of works, ruling of the Director Irrigation and Land Reclamation and or his/her appointed representative will be sought and any decision given by the Director Irrigation and Land Reclamation and or his/her appointed representative will be final and binding upon the Contractor.

1.5 Quality of Materials and Workmanship

The materials and workmanship shall be of the best of their respective kinds and **shall be approved by Director Irrigation and Land Reclamation and or his/her appointed representative.** In reading of these specifications, the words “to the approval of the ‘The Engineer’” shall be deemed to be included in the description of all materials incorporated in the works, whether manufactured or natural, and in the description of all operations for the due execution of the works.

No materials of any description shall be used without prior approval by **Director Irrigation and Land Reclamation and or his/her appointed representative.** And any condemned as unfit for use in the works shall be removed immediately from the site, and without recompense to the Contractor.

All materials shall be of approved manufacture and origin and the best quality of their respective kind, equal to sample and delivered on to the site a sufficient period before they are required to be used in the works to enable the **shall be approved by the Director Irrigation**
and Land Reclamation and or his/her appointed representative to take such samples as he may require for testing or approval, and the Contractor shall furnish any information required by the shall be approved by the Director Irrigation and Land Reclamation and or his/her appointed representative to the quality, weight, strength, description, etc. of the materials.

1.6. Trade Names

Trade Names and Catalogue Reference are given solely as the guide to the quality and alternative manufacturers of the materials or goods of equivalent quality will be accepted at the discretion of the Project Manager.

1.7. Samples

Samples of all materials shall be deposited with the Director Irrigation and Land Reclamation approved prior to ordering or delivery to the Site. The Director Irrigation and Land Reclamation and or his/her appointed representative reserves his right to test any sample to destruction and retain samples until the end of the maintenance period. No payment will be made for samples and the Contractor must in the rates of prices allow for costs of samples. All materials delivered to the Site shall be equal or better in all respect than the samples delivered to the Project Manager.

All sampling of materials on the site must be done by or in the presence of the Project Manager. All other samples will be deemed not to be valid under the Contract.

All materials delivered to the Site or intended for the works not equal or better than the samples approved by the Director Irrigation and Land Reclamation and or his/her appointed representative shall be removed and replaced at the Contractor's expense.

1.8. Programmes for the Execution of Works

1) The Contractor upon receiving Director Irrigation and Land Reclamation order to commence shall within 7 days draw up a working programme setting out order in which the works are to be carried out with appropriate dates thereof together with delivery
dates for materials. The Contractor shall together with his work programme supply an expenditure chart showing monthly anticipated expenditure.

2) The programme Manager shall be deemed to have taken into account normal variations in climatic conditions to provide for completion of the works in the order and within the times specified therein.

3) The order in which it is proposed to execute the permanent works shall be subject to adjustment and approval by the Project Manager, Agricultural Engineer and contractor's price shall be held to include for any reasonable and necessary adjustment required by the Director Irrigation and Land Reclamation.

4) The Contractor shall carry out the contract in accordance with the programme agreed with the Project Manager, but he shall in no manner be relieved by the Project Manager’s approval of the programme of his obligations to complete the works in the prescribed order and by the prescribed completion date and he shall from time to time review his progress and make such amendments to his rate or executions of the works as may be necessary to fulfil these obligations.

5) Once the proposed programme is approved by the Director Irrigation and Land Reclamation, the Contractor shall not depart from the programme without the written consent of the Project Manager. In the event of unforeseen difficulties or disturbances arising, which forces the Contractor to depart from the approved programme of works, he shall advise the Director Irrigation and Land Reclamation writing of such occurrences without delay and submit proposals for any necessary remedial measures, for which he shall obtain the Project Manager’s approval before putting such measures into effect.

6) The Contractor shall furnish the Director Irrigation and Land Reclamation and or **his/her appointed representative** with a monthly statement of all works done on the contract and of all materials on site.

1.9.Substantial (Practical) Completion

Substantial or Practical Completion of works is to be understood as a state of completion, which leaves out only minor outstanding items that can be readily completed within a period of less than one month without interfering with the normal operation of the works.
The works will not be considered as substantially or practically completed without the works being capable of being used by the Employer in accordance with the purpose of the works. This means amongst other things, that all final tests have been carried out, the pumping stations and treatment plant fully operational to the required capacity, all storage tanks filled up, operation manuals provided, and clearance of the site upon completion of the works has been carried out, all to the satisfaction of the Project Manager.

1.10. Entry upon Land, Working site and Adjoining Lands

The Director Irrigation and Land Reclamation and or his/her appointed representative shall provide land, right of ways and leaves for the works specified in the contract.

If nothing else is mentioned, the Contractor will be allotted for execution of the works only the actual area as necessary for the extent of the construction.

The Contractor shall give notice to the Director Irrigation and Land Reclamation and or his/her appointed representative at least 7 days before he wishes to enter onto the land required to carry out the contract.

The Contractor shall not enter onto any land or commence any operations until such time as he receives formal confirmation from the Director Irrigation and Land Reclamation and or his/her appointed representative that permission has been obtained from the landowner to enter the land and commence operations. Should the Contractor enter onto land or commence operations without first obtaining this confirmation, he shall be liable in whole or in part, at the sole discretion of the Project Manager, for all additional costs and/or legal charges which might arise therefore.

No separate payment will be made to the Contractor on account of these items and the Contractor must make due allowance for them in his rates.

The Contractor shall take care to prevent injury, damage and trespass on lands, fences and other properties near and adjacent to the works and must in this connection make all necessary arrangements with adjoining landowners, and ensure the workmen's observance of all Government rules and ordinances regarding game protection and other matters and provide,
maintain and clear away on completion of the works, all temporary fencing which may be required for execution of the works.

Before completion of the works, the Contractor must make good or compensate any such injury, damage or trespass on lands, fences and other properties which have no otherwise been provided for in the contract

1.11. Preservation of Survey Beacons

Ordinance Survey Beacons, Bench marks, etc., or around the site of the works shall not be disturbed unless permission has been obtained by the Director Irrigation and Land Reclamation and or his/her appointed representative and from the Survey of Kenya.

In the event of unauthorized disturbance of such beacons, bench marks, etc., in the course of the works being carried out, the Contractor shall be responsible for reporting same to the Director Irrigation and Land Reclamation and or his/her appointed representative and the Survey of Kenya and for payment of any fees due to said Survey of Kenya for replacement of such disturbed beacons, bench marks, etc. The Contractor shall not replace such disturbed beacons bench marks, etc. on his own accord.

1.12. Existing Services

Drains, pipes, cables and similar services encountered in the course of the works shall be guarded from damage by the Contractor at his own costs to safeguard a continued uninterrupted use to the satisfaction of the owners thereof, and the Contractor shall not store materials otherwise occupy any part of the site in a manner likely to hinder the operation of such services.

It is the responsibility of the Contractor to inform the Director Irrigation and Land Reclamation and or his/her appointed representative immediately any existing service is exposed.

1.13. Damage to Services

The Contractor shall be held liable for all damage and interference to mains and pipes, to electric cables or lines of any kind either above or below ground caused by him or his subcontractors in execution of the works, whether such services are located on the contract
drawings or not. The Contractor must make good or report to the appropriate authorities the same without delay and do any further work considered by the Project Team or owner. The Contractor shall provide for these contingencies in his rates.

1.14. Temporary Roads and Traffic

The Contractor shall provide and maintain all temporary roads, bridges and other work required for the construction of the works including access to quarries, borrow-pits, accommodation etc.

1.15. Road Closure

Where a road used by the Contractor for delivery of any materials used in the works is closed under section 71 of the Traffic Ordinance Act 1962 or amendments thereto, the Contractor shall obey such closure order and use alternative roads.

1.16. Weather Conditions

The Contractor shall be deemed to take into account all possible weather conditions when preparing his bid and he shall not be entitled for extra payment by the reason of the occurrence or effect of high winds, excessive rainfall, temperature or any other meteorological phenomena.

1.17. Protection from Weather

All materials shall be stored on site in a manner approved by the Director Irrigation and Land Reclamation and or his/her appointed representative and the Contractor shall carefully protect from the weather all works and materials which may be affected thereby.

No separate payment will be made for this and contractor will allow in his rates for this.

1.18. Liaison with Police, etc.

The Contractor shall keep himself in close contact with the police, Labour Officers and other officials in the areas concerned regarding their requirements in the control of workmen, passage through townships, or other matters and shall provide all assistance and/or facilities which may be required by such officials in execution of their duties in connection with the works.

1.19. Provision of Water
The Contractor shall provide water for use in the works. All water used in connection with the works shall if possible be obtained from a public water supply and the Contractor shall make all necessary arrangements and pay all the charges for water used.

1.20. Sanitation

The site shall be kept in a clean and proper sanitary condition. No nuisance shall be committed on or around the work, and latrines for the workmen and staff shall be provided in accordance with the requirements of the Public Health Officer. The Contractor shall be responsible for the sanitary discipline of his labour.

1.21. Medical Facilities

The Contractor's attention is drawn to Legal Notice No. 79 of 22nd September, 1978 by which it is mandatory that every contractor employing more than twenty people should appoint (in writing) a safety supervisor. A safety supervisor advises the management on all matters regarding safety, hygiene, diseases e.g STI, HIV/AIDS, Malaria and welfare of the people affected by the Contractor's undertaking on the site. The safety officer may in addition carry out other duties.

1.22. Setting out and Survey Equipment

The Contractor must before commencing any construction works, make sure that levels shown on the drawings correspond with levels found on the site.

Should any discrepancy be discovered between the levels shown on the drawings and those found on the site, which may affect the levels and dimensions of any part of the works, the Contractor shall notify the Director Irrigation and Land Reclamation and or his/her appointed representative who if necessary, will issue drawings showing the amended levels and dimensions.

The Contractor shall allow for in his rates, the cost of the necessary qualified and experienced staff to set out the works.

1.23. Inspection of Works
The Contractor must give due notice in writing to the **Director Irrigation and Land Reclamation and or his/her appointed representative** when any parts of the works are ready for inspection.

1.24. Contractor's Superintendency

The Contractor shall give or provide all necessary superintendence during the execution of the works and as long thereafter as the Director Irrigation and Land Reclamation and or his/her appointed representative may consider necessary for proper fulfilling of the Contractor’s obligations under the contract.

1.25. Normal Working Hours

The Contractor shall inform **Director Irrigation and Land Reclamation and or his/her appointed representative** in writing, at the time of submitting the work programme, the normal working hours. The Contractor shall respect all public holidays. Where the Contractor wishes to work outside these hours, he shall request the Director Irrigation and Land Reclamation and or his/her appointed representative in writing at least 24 hours in advance for consideration.

1.26. Compliance with Statutes and Local Regulations

In addition to requirements of the TCG 3.1 and as stated in SCC, the Contractor shall be responsible for acquainting himself with all current valid statute ordinance or bye-laws or regulations which may affect the works and shall include these in the item provided in the Bill of Quantities. This applies to training levy and other similar taxes for which no claim on the part of the Contractor other than the one inserted in the bills of quantities will be allowed.

1.27. Storage Spaces and sheds

Suitable temporary stores shall be erected as necessary and later removed on completion of the works.

1.28. Site Meetings

Site meetings will normally be held monthly, but will be called for whenever the progress of the works so require or when demanded by the **Project Manager**. The Contractor shall at all
meetings be represented by a responsible representative, who has the powers to commit the Contractor in all matters concerning the Contract.

In the event, no responsible representative of the Contractor is present at the meetings; any decision taken by the Director Irrigation and Land Reclamation and or his/her appointed representative at the meeting will be binding upon the Contractor.

2. SITE CLEARANCE

2.1. Clearance of Trees, Bushes, Scrub, Huts, etc.
The Contractor shall, with the approval of Director Irrigation and Land Reclamation and or his/her appointed representative cut down trees, remove bushes, plantations, crops and other vegetable growth and grub up all roots and any other obstruction and handle and or transport salvaged usable materials.

2.2. Damage to Lands, etc.

Except where necessary for the proper execution of the works, the Contractor shall not interfere with any fence, hedge, trees, land or crop forming the boundary of the site, or elsewhere. In the event of any interference, the Contractor shall make good any damage to such fence, hedges, tree, land or crop to the satisfaction of the Director Irrigation and Land Reclamation and or his/her appointed representative and the owner thereof.

Where the work is to be executed in private land, the Director Irrigation and Land Reclamation and or his/her appointed representative will be responsible for negotiating and obtaining rights of way and the serving of all notices as may be required upon the owners and/or occupiers of the land and it shall be the obligation of the Contractor to keep the Director Irrigation and Land Reclamation and or his/her appointed representative or his/her appointed representative fully informed concerning the rate of progress and of his intention to enter and begin work within any way leave as provided for under the condition of contract and required by this specification.

2.3. Clearing the Site on Completion

On completion of the works, the Contractor shall clear the site of all plant, building, spoils, dumps, rubbish, etc. and leave the site to the satisfaction of the Director Irrigation and Land Reclamation and or his/her appointed representative or his/her appointed representative.
Borrow pits and temporary quarries shall be made good and covered with vegetable soil. Dumps for waste material shall be covered with at least 0.5 m of soil of which at least a 0.10 m layer in top shall be vegetable soil.

3. EARTHWORKS

2.1. General

Excavation shall be made to such lengths, depths and inclinations as may be necessary for the construction of the works or as shown on the drawings or as the Director Irrigation and Land Reclamation and or his/her appointed representative or representative appointed by him/her may direct.

2.2. Classification of Excavation

The Director Irrigation and Land Reclamation and or his/her appointed representative or his/her appointed Representative and the Contractor or his Representative shall be present during classification of materials. Where the terms "soft excavation", "rock excavation" or "excavation" are used in these specifications, the following definitions shall apply.

2.2.1. Soft Excavation

Common excavation includes all material other than rock excavation: including, but not restricted to earth, gravel, and also such hard and compact material as hardpan, cemented gravel, and soft or disintegrated rock together with all boulders or detached pieces of solid rock not exceeding 0.5 cubic meters in volume.

2.3. Stripping of Topsoil

2.3.1. Stripping

Stripping shall consist of removing, transporting and disposing of topsoil, stumps, roots, buried logs, debris, humus and similar objectionable matter.

Areas to be stripped are all areas required for the permanent constructional works, borrow-pits and embankment fills.

2.3.2. Disposal

Materials from stripping suitable as topsoil shall be spread in approved areas. All other non-combustible materials shall be buried in approved disposal area; covered with a minimum of 0.5 m of excavation spoil. These disposal areas shall be left with neatly graded surfaces and stable
slopes that assure drainage. Alternatively, the non-combustible material shall be removed from the area by the Contractor.

2.3.3. Removal of Surplus Excavated Material
Excavated material, which is not needed either for backfilling trenches or other excavations or use in embankments or otherwise, shall be removed and disposed to tipping places obtained by the Contractor. All rubbish and waste material shall similarly be removed by the Contractor. All surplus excavated material shall be spread and levelled in the tipping places in accordance with such directions as the Director Irrigation and Land Reclamation and or his/her appointed representative may give, and the Contractor's rates for disposal shall include for the costs of such operations.

The Contractor shall take every practical precaution against causing any nuisance, damage, injury or inconvenience in the handling, stacking, carting or disposal of excavated materials or any other operation matter or thing in connection therewith. No excavated material shall be placed in any position where it may be washed away or may be liable to fall or spread into any private property or across a road or footpath, should such occur, the Contractor shall forthwith remove the same at his own costs.

2.4. Earth Filling
2.4.1. General
Earth not suitable to be used in filling may at any time be rejected by Director Irrigation and Land Reclamation and or his/her appointed representative and or his/her appointed representative. If there is a deficit of soil, the Contractor shall from approved borrow pits supply selected material in the ordered amount.

2.5. Grass Planting and Top Soil (not applicable to this project)
Top soil shall be selected vegetable soil, well compacted and except where otherwise specified of 150 mm thickness. The contractor shall trim the faces of the side slopes to open channels and elsewhere where directed to the dimensions, inclinations and curves shown on the drawings, remove all excess material and make good all depressions with suitable material.

The contractor shall be responsible for obtaining suitable grass plants and for making all necessary arrangements with the owners and/or occupiers of the land from which they are to be
obtained. The contractor shall be responsible for the preparation of the embankment for planting, and for maintaining adequate grass cover and necessary watering during the Contract Period.
3. SURVEY WORKS

3.1. General
The topographic and cross-sectional survey shall be carried out at the site by the Client under the supervision of the Director Irrigation and Land Reclamation and or his/her appointed representative and or his/her appointed representative. (On site design).

3.2. Method of survey

3.2.1. Extent of the survey
The extent of the topographic survey shall be provided by the programme manager and or his/her representative.

3.2.2. Procedure of the survey works (YES)
The procedures of the survey are typically as follows:

   a) Establish the control point/benchmark for determining the horizontal location and elevation
   b) Conducting topographic survey (Yes)
   c) Conduct river alignment survey (N/A)
   d) Conduct cross-section survey for drawing cross-section drawings (Yes)

Detailed procedure shall be decided by discussion between the Contractor and the Project Manager and or his/her representative.

3.2.3. Scope of the survey works (YES)

3.3. Control point / Benchmark (YES)
Survey work shall be done, in principle, on the basis of the existing and established control points/benchmarks established by the Survey of Kenya.

If the existing benchmarks are not available in the vicinity, temporary benchmarks (control points) should be established by the Contractor. Such benchmark shall be measured with GPS (Global Positioning System) and the local coordinates shall be transformed into National Coordinate System. In either case, if existing benchmarks are not available, the method of establishing local coordinates shall be decided by discussion between the Contractor and the Project Manager.
Temporary benchmarks (control points) shall be established in a stable environment, such as on
the abutment of the bridge or any other existing permanent and stable structures in the vicinity.

3.4. Topographic survey (YES)
3.4.1. General
Topographic survey is to measure the ground features, objects and boundaries by Total
Station system or plane-table surveying on the basis of the reference points / benchmarks and
to illustrate them on a map. Add to them the names of places and objects. The survey work
shall be conducted by the Contractor under the supervision of the Project Manager.

3.4.2. Topographic survey for plan map:
Plan map shall be prepared with a scale of 1:400 with the principle contour of 1m interval
and the supplementary contour of 0.5m interval.
Location of the temporary benchmarks (control points) shall be clearly indicated in the map.

All spot height and any other survey details shall also be incorporated in the plotting. Data
format shall preferably be such that to permit digital plotting at the processing in later
stage. The topographic survey shall be conducted in principle by traversing.

3.5. River Alignment Survey
   (N/A)
3.5.1. General (N/A)
Setting the alignment of the river is a prerequisite to the conduct of cross-section survey. One
common method that can be used is to locate a series of points along the top of both banks
measured from the control points/benchmarks.

Setting points shall be decided by discussion between the Contractor and the Director
Irrigation and Land Reclamation and or his/her appointed representative based on the
topographic survey.

Procedure
a) Set the Transit/ Theodolite/Total Station on the one of control points (“C”).
b) The rodman sets the Measuring Pole on the characteristic point (When we trace
   this points, we can draw the alignment of the river).
c) Observe each point from “C” by using Transit.
d) Measure the distance of “C” to each point.

3.6. Cross-Section Survey (YES)

3.6.1. General

Cross-section survey is to draw a cross section by measuring the locations and heights of points on a line perpendicular to the center line of the river. Centerline of the river shall be specified by the Director Irrigation and Land Reclamation and or his/her appointed representativeon the topographic map produced by the Contractor. The range of cross-section survey should be within the area of the topographic survey.

3.6.2. Method of survey
1) Interval of the cross-sections shall be 10 m along the center line of the river. However, if there are some structures or significant change in the river line, the cross-section shall be added there.
2) Location of each cross-section shall be indicated in the topographic map.

4. ENVIRONMENTAL GUIDELINES TO CONTRACTORS

The following guidelines should be included in the Contractor’s agreements:

- Installations of the work site on areas away enough from water points, houses and sensitive areas.
- Sanitary equipment and installations.
- Site regulation (what is allowed and not allowed on work sites)
- Compliance with laws, rules and other permits in vigor.
- Hygiene and security on work sites
- Protect neighboring properties
- Ensure the permanence of the traffic and access of neighboring populations during the works to avoid hindrance to traffic.
- Protect staff working on work sites.
- Soil, surface and groundwater protection, avoid any wastewater discharge, oil spill and discharge of any type of pollutants on soils, in surface or ground waters, in sewers, drainage ditches or into the sea.
- Protect the environment against exhaust fuels and oils.
- Protect the environment against dust and other solid residues.
• Waste management: install containers to collect the wastes generated next to the areas of activity.
• Degradation /demolition of private properties; inform and raise the awareness of the populations before implantation of any activity. Compensate beneficiaries before any demolition.
• Use a quarry of materials according to the mining code requirements.
• Compensation planting in case of deforestation of tree felling.
• No waste slash and burn on site.
• Speed limitation of work site engines and cars.
• Allow the access of Public and emergency services.
• Organize the storage of materials on the public highway.
• Parking and displacement of machines.
• Foot bridges and access of neighbors.
SECTION VII - STANDARD FORMS

Notes on the Standard Forms:

7.1 Form of Tender
This form must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representative of the tenderer.

7.2 Confidential Business Questionnaire Form
This form must be completed by the tenderer and submitted with tender documents.

7.3 Evaluation Forms (Must for all Tenderers to Fill)
This form must be completed by the tenderer and submitted with tender documents.

7.4 Team Composition and Task Assignments
This form must be completed by the tenderer and submitted with tender documents.

7.5 General Experience Record and Financial Capability
This form must be completed by the tenderer and submitted with tender documents.

7.6 Contractor’s Summary Sheet: Current Contract Commitments/Work in Progress
This form must be completed by the tenderer and submitted with tender documents.

7.7 Criteria for Evaluation
This form must be left BLANK. It is for OFFICIAL USE ONLY.

7.8 Tender Security Form
When required by the tender document the tenderer shall provide the tender security either in the form included therein after or in another format acceptable to the procuring entity.

7.9 Contract Form
The Contract form shall not be completed by the tenderer at the time of submitting the tenderer at the time of submitting the tender. The contract form shall be completed after contract award.

7.10 Performance Security form.
The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the sum provided herein or in another form acceptable to the procuring entity.

7.11 Bank Guarantee for Advance Payment.
When there is an agreement to have Advance payment, this form must be duly completed.
7.12 Manufacturer’s Authorization Form

When required by the tender document, this form must be completed and submitted with the tender document. This form will be completed by the manufacturer of the goods where the tender is an agent.

7.13. Letter of Notification of Award

This form must be left BLANK. It is for OFFICIAL USE ONLY

7.14 Request for Review

This Form shall be filled by tenderers who have reservation on the evaluation process and award.
7.1. FORM OF TENDER

Date ........................................... Tender No................................................

To: ........................................... [Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including conditions herein the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission ( .......................................................... ) (Insert equipment description) in conformity with the said tender documents for the sum of

........................................................................................................... (total tender amount in words and figures ) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to construct **LOCHOR-EMEYAN Spate Irrigation project** located in LOIMA ward in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to percent of the Contract Price for the due performance of the Contract, in the form prescribed by .............................................. (Procuring entity).

4. We agree to abide by this Tender for a period of ...... [Number] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us subject to signing of the Contract by the parties.

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

Dated this ................... Day of......... ....... 20....

.................................................... [Signature]

.................................................... [In the capacity of]

Duly authorized to sign tender for an on behalf of ..........................................................
7.2. CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2(c) whichever applied 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 ..............................
Plot No. .................................................. Street/Road .................................................. Postal Address ..................................
Tel. No. ............................................. Fax ................................. E mail ............................... Nature of
Business ............................................. Registration Certificate No. ...........................................
Maximum value of business which you can handle at any one time – Kshs. .................. Name of
your banker .......................................... Branch ..................................................

Part 2 (a) – Sole Proprietor

Your name in full ................................................................. Age ..............................
Nationality ......................... Country of origin ................................ Citizenship
details .................................................................

Part 2 (b) Partnership Given details of partners as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Part 2 (c.) – Registered Company Private or Public

State the nominal and issued capital of company-
Nominal Kshs. .........................
Issued Kshs. .........................

Given details of all directors as follows

<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Date ...................... Seal/Signature of Candidate .................................

58 | P a g e
### 7.3. EVALUATION FORMS (MUST FOR ALL TENDERERS TO FILL)

#### EQUIPMENT/MACHINERY/PLANT/TOOLS

<table>
<thead>
<tr>
<th>Item of equipment</th>
<th>Description, make, and age (years)</th>
<th>Condition (new, good, Poor) and number available</th>
<th>Owned, leased (from Whom?) Or to be purchased</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Roller</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) Lorry/Truck</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) Dual purpose Hydraulic Excavator/Back-Hoe (Loader) with rated capacity of up to 1m³</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(d) Lorry/Truck/Tipper/pickup</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(e) Tractor and its implements</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(f) Water Tanker/bowser</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(g) Wheelbarrows.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(h) Spades</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(i) Assorted tools</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| (j) Agreements     | Details or rental/lease/manufacture agreements specific to the project…………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………
7.4 TEAM COMPOSITION AND TASK ASSIGNMENTS

Technical/Managerial Staff

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Task</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: all the person(s) mention must have proven of either working with the company or contracted on terms and condition both in black and white, and be attached in the document.
7.5 GENERAL EXPERIENCE RECORD AND
FINANCIAL CAPABILITY

Name of Applicant or partner of a joint venture

<table>
<thead>
<tr>
<th></th>
<th>Annual turnover data (Construction only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Years</td>
<td>Turnover</td>
</tr>
<tr>
<td></td>
<td>Kshs.</td>
</tr>
<tr>
<td>1.(2013)</td>
<td></td>
</tr>
<tr>
<td>2.(2014)</td>
<td></td>
</tr>
<tr>
<td>3.(2015)</td>
<td></td>
</tr>
<tr>
<td>4.(2016)</td>
<td></td>
</tr>
<tr>
<td>5. .(2017)</td>
<td></td>
</tr>
</tbody>
</table>

Financial information | Actual: Previous five years (Kshs) |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1 2 3 4 5</td>
</tr>
<tr>
<td>1. Total assets</td>
<td></td>
</tr>
<tr>
<td>2. Current Assets</td>
<td></td>
</tr>
<tr>
<td>3. Total liabilities</td>
<td></td>
</tr>
<tr>
<td>4. Current Liabilities</td>
<td></td>
</tr>
</tbody>
</table>
7.6 CONTRACTOR’S SUMMARY SHEET: CURRENT CONTRACT COMMITMENTS/WORK IN PROGRESS

Name of Applicant or partner of a joint venture

<table>
<thead>
<tr>
<th>Name of contract</th>
<th>Value of outstanding work Kshs.</th>
<th>Estimated completion date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
7.7: CRITERIA FOR EVALUATION:
TENDERS

a) Preliminary Evaluation (Mandatory requirements.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Form of tender dully filled</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Company registration or Incorporation certificate (Copy)</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Current NCA registration certificate in NCA 8 and above.</td>
<td>(Provide copy of registration and renewal certificate)</td>
</tr>
<tr>
<td>4.</td>
<td>PIN registration certificate (Copy)</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Valid tax compliance certificate (Copy)</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Tenderers confirmation that at least forty per cent of their supplies is sourced from citizen contractors.</td>
<td>(PREFER FROM TURKANA COUNTY)</td>
</tr>
<tr>
<td>7.</td>
<td>Tender Security for Ksh 300,000 as required by PPRA</td>
<td></td>
</tr>
</tbody>
</table>

CONCLUSIVE REMARK

Tenders that do not meet any of the above requirements shall be considered not responsive, disqualified and not considered for further evaluation.

b) Technical Evaluation

Tenders meeting the minimum responsiveness requirements will be evaluated according to the following Evaluation Criteria.

<table>
<thead>
<tr>
<th>Item</th>
<th>Requirements</th>
<th>Description</th>
<th>Max Score</th>
<th>Score awarded</th>
</tr>
</thead>
</table>
### 1. Experience

Previous experience detailing similar projects undertaken successfully evidenced by letters of reference from clients, completion certificates for the respective projects to the proposed works in terms of the physical size and complexity (20 marks, each client 4 mark)

- Over 5 clients – 20 marks
- One of the contracts should be valued at least 5 million and above. (5marks).
- Experience under the construction contracts in the role as a main contractor or sub-contractor for at least 3 years (5marks)

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>20</td>
</tr>
</tbody>
</table>

### 2. Qualified Technical Staff

Qualifications and experience of three (3) key personnel (Attach CVs and certificates) (20 marks )

- Project manager; holder of BCS degree in Agricultural/ civil engineering with a minimum of 2 years’ relevant work experience-10mks
- Site gent; Qualification: Diploma Agricultural/Civil Engineering.
- General experience: 2mrks
- Specific experience: 3mrks

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>20</td>
</tr>
<tr>
<td>General experience: 2mrks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Specific experience: 3mrks</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 3. Equipment

Give a list and type of relevant equipment (related to this tender) owned by firm evidenced by ownership documents. Where not owned by company, provide documentary evidence of leased equipment as required. (Transport equipment: Trucks, pickups; site equipment; excavators, tractors and its implements, (chisel plough), backhoe; assorted tools (spades, mattocks, wheelbarrows etc.)

<table>
<thead>
<tr>
<th>4. Financial Capacity</th>
<th>Audited financial reports for the last 3 years with average annual turnover of Ksh 10m and above (10 marks)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Evidence of financial resources a) Current 6month Bank statements b) Evidence of access to financial resources (10 marks)</td>
</tr>
<tr>
<td></td>
<td>Bankers contact details and reference letters Provided and satisfactory (10 marks)</td>
</tr>
</tbody>
</table>

| Total | 100 |

---

c) Financial evaluation
Bidders who have met technical requirements above shall be considered for financial evaluation.

The tenderer submitting the lowest financial bid will be declared the winning bid subject to the employer’s right to exercise due diligence relating to confirmation of information submitted by the bidder and the negotiation of the price before award.

7.8 TENDER SECURITY FORM

Whereas ............................................ [Name of the tenderer] (Hereinafter called “the tenderer”) has submitted its tender dated .......... [Date of submission of tender] for ........................................................................................................[name and/or description of the equipment] (hereinafter called “the Tender”)
.................................................................................. KNOW ALL PEOPLE by these presents that WE ............................................ of ........................................................... having our registered office at .................... (Hereinafter called “the Bank”), are bound unto ................. [Name of procuring entity] (Hereinafter called “the Procuring entity”) in the sum of ................................................... for which payment well and truly to be made to the said Procuring entity, 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 the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or

2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity: (a) fails or refuses to execute the Contract Form, 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 Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender 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 above date.

...................................................[Signature of the bank] (Amend accordingly if provided by Insurance Company)
7.9 CONTRACT FORM

THIS AGREEMENT made this…… day of…… 20…… between ……………… [name of Procurement entity] of ……….. [Country of Procurement entity] (Hereinafter called “the Procuring entity) of the one part and ……………………… [Name of tenderer] of …………… [City and country of tenderer] (Hereinafter called “the tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders for [certain goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of ……………………… [Contract price in words and figures] (Hereinafter called “the Contract Price).

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 referred to:

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz: (a) the Tender Form and the Price Schedule submitted by the tenderer (b) the Schedule of Requirements (c ) the Technical Specifications (d) the General Conditions of Contract (e) the Special Conditions of contract; and (f) the Procuring entity’s Notification of Award

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the goods and to remedy the defects therein in conformity in all respects with the provisions of this Contract

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by the (for the Procuring entity)

Signed, sealed, delivered by the (for the tenderer in the presence of
7.10 PERFORMANCE SECURITY FORM

To .................................................. [Name of procuring entity]

WHEREAS ...................................... [Name of tenderer] (Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. [Reference number of the contract] dated……of……20…. to supply, deliver, install and commission ……………………………………………. [Description of goods] (Hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of ......................... [amount of the guarantee in words and figure] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of ......................... [Amount of guarantee] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the day of 20

Signed and seal of the Guarantors

..............................................................[name of bank or financial institution]

.............................................................. [Address]

..............................................................[date] (Amend accordingly if provided by Insurance Company)
7.11 BANK GUARANTEE FOR ADVANCE PAYMENT

To ......................................... [Name of procuring entity]

[Name of tender] .........................

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment,

.......................................................... [Name and address of tenderer] (hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract an amount of ...... ................................ [Amount of guarantee in figures and words].

We, the ..................................... [bank or financial institutions], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding ................................ [Amount of guarantee in figures and words]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until ............ [Date]

Yours truly,

Signature and seal of the Guarantors

................................................................. [Name of bank or financial institution]

.................................................................[Address]

................................................................. [Date]
7.12 MANUFACTURER’S AUTHORIZATION FORM

To [name of the Procuring entity] …………………

WHEREAS ……………………………………………………[ name of the manufacturer]
who are established and reputable manufacturers of ………………… [Name and/or description
of the goods] having factories at ……………………………… [Address of factory] do hereby
authorize ………………………… [Name and address of Agent] to submit a tender, and
subsequently negotiate and sign the Contract with you against tender No. …………………
[Reference of the Tender] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for
the goods offered for supply by the above firm against this Invitation for Tenders.

……………………………………………… [Signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be
signed by an authorized person.
7.13. 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
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 order/orders that: -

1.
2.

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