



CONSTRUCTION OF 4-DOOR DISABILITY INCLUSIVE LATRINE IN NAIPA FARM

PROJECT TENDER DOCUMENTS

DATE: 3RD JULY 2026

BID REFERENCE NO. TILRP-2026-007

PROJECT NAME: CONSTRUCTION OF 4-DOOR DISABILITY INCLUSIVE LATRINE IN NAIPA FARM

TUPADO invites sealed bids for the **construction of 4- door disability inclusive latrine works in Naipa village Kang'atotha ward, Turkana Central Sub-county, Turkana County.**

- i. Prices quoted should be net inclusive of all taxes, must be in Kenya shillings
- ii. Completed bid documents, together with all required supporting documents, must be submitted via email to **tenders@tupado.org**. The **subject line of the email must state the tender reference number.**

to be received not later than **10th July 2026**

- iii. Bids will be opened on **13th July 2026** by TUPADO's Procurement Committee and bidders are invited thereafter, they will be notified of the results.

Contents

SECTION II: INSTRUCTIONS TO TENDERERS	4
1. CHECKING	4
2. ALTERATION OR QUALIFICATION OF TENDER DOCUMENTS	4
3. QUERIES DURING TENDERING	4
4. AMENDMENT OF TENDER DOCUMENTS	5
5. COMPLETION AND FILLING OF BOQS AND TENDER DOCUMENTS	5
5.1. Tender Documents	5
5.2 Documents Comprising the Tender	5

6 MODIFICATION AND WITHDRAWAL OF TENDERS	6
7. DETERMINATION OF RESPONSIVENESS	6
8. DRAWINGS	6
9. CORRECTION OF ERRORS	6
10. PRELIMINARIES SECTION	7
11 TENDER VALIDITY	7
12 SITE VISIT	7
13. CORRUPT AND FRAUDULENT PRACTICES	7
SECTION III- CONDITIONS OF CONTRACT	7
1. PRICING OF ITEMS OF PRELIMINARIES AND PREAMBLES	7
2. PROVISIONAL WORKS	8
3. ABBREVIATIONS	8
4. METHOD OF MEASUREMENT	8
5. FORM OF CONTRACT	9
6. PROGRAM OF THE WORKS	9
7. MATERIALS AND WORKMANSHIP	9
8. STORAGE OF MATERIALS	9
9. SAMPLES AND TESTING	9
10. PLANT, TOOLS AND VEHICLES	10
11. GOVERNMENT ACTS REGARDING WORK, PEOPLE, ETC.	10
12. SECURITY GENERALLY	10
13. SIGN FOR MATERIALS SUPPLIED	11
14. PUBLIC AND PRIVATE ROADS	11
15. EXISTING PROPERTY	11
16. SITE VISIT AND EXAMINE DRAWINGS	11
17. ACCESS TO SITE AND TEMPORARY ROADS	11
18. AREA TO BE OCCUPIED BY THE CONTRACTOR	12
19. WATER AND ELECTRICITY SUPPLY FOR THE WORKS	12
20. SUPERVISION AND WORKING HOURS	12
21. SANITATION OF THE WORKS	12
22. PROVISIONAL SUMS	12
23. PRIME COST (P.C.) SUMS	12
24. ADJUSTMENT OF P.C. SUMS	12
25. ADJUSTMENT OF PROVISIONAL SUMS	13
26. NOMINATED SUB-CONTRACTOR	13
27. ATTENDANCE UPON NOMINATED SUB-CONTRACTORS	13
28. DIRECT CONTRACTS	13
29. ATTENDANCE UPON OTHER TRADESMEN, ETC.	13
30. INSURANCE	14
31. PROVISIONAL WORK	14
32. ALTERATIONS TO BILLS, PRICING, ETC.	14
33. BLASTING OPERATIONS	14



34. MATERIALS ARISING FROM EXCAVATIONS	14
35. PROTECTION OF THE WORKS	15
36. REMOVAL OF RUBBISH, ETC.	15
37. WORKS TO BE DELIVERED UP CLEAN	15
38. TRADE PREAMBLES	15
39. VALUE ADDED TAX	15
40. WITH HOLDING TAX	15
41. DISPOSAL OF WATER	16
42. MAINTAINING SIDES OF EXCAVATIONS	16
43. WHITE ANTS	16
44. APPENDICES	16
45. CONSULTANT	16
46. LABOUR CAMPS	16
47. DEMOLITIONS AND ALTERATIONS GENERALLY	16
48. POSSESSION AND COMMENCEMENT	16
49. TELEPHONE	16
50. FIXED PRICE CONTRACT	17
51. PRICING OF ITEMS IN PRELIMINARIES AND/OR PREAMBLES	17
52. DOMESTIC SUBCONTRACTORS	17
53. NOMINATED SUB-CONTRACTORS	17
54. NOMINATED SUPPLIERS AND SUB CONTRACTORS' MATERIALS	17
55. PAYMENT CERTIFICATES	17
56. ADVANCE PAYMENT	18
57. PERFORMANCE BOND	18
58. RETENTION	18
59. DEFECTS LIABILITY PERIOD	18
60. TERMINATION	18
SECTION IV – SCOPE OF CONTRACT	19
1. LOCATION OF SITE	19
2. GENERAL DESCRIPTION OF WORKS	19
3. DRAWINGS	20
4. BILL OF QUANTITIES	20
SECTION VI -LIST OF STANDARD FORMS	24
1. FORM OF TENDER	25
2. APPENDIX TO FORM OF TENDER	26
3. KEY STAFF AT THE SITE OFFICE	27
4. PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)	28
5. BANK GUARANTEE FOR ADVANCE PAYMENT	29
6. TENDER QUESTIONNAIRE	31
7. TENDER EVALUATION AND SUBMITTALS	32

SECTION II: INSTRUCTIONS TO TENDERERS

I. CHECKING

The Tenderer is required to check the numbers of the pages and should any be found to be missing or in duplicate or the figures or writing indistinct, he must inform the Project Engineer immediately and have the same rectified. Should the Tenderer be in doubt about the precise meaning of any words or figures he must inform the Project Engineer in order that the correct meaning may be decided upon before the date for the submission of the tender.

No liability whatsoever will be admitted nor claim allowed in respect of errors in the tender due to mistakes in the Bills of Quantities which should have been rectified in the manner spelt above.

2. ALTERATION OR QUALIFICATION OF TENDER DOCUMENTS

The Contractor shall not alter or otherwise qualify the text of these Bills of Quantities. Any alteration or qualification made without authority will be ignored and the text of the Bills of Quantities as printed will be adhered to.

Any alteration, qualification or addition made by the tenderer without authority may cause the tender to be disqualified.

3. QUERIES DURING TENDERING

Any doubt or perceived ambiguity as to the meaning or intention of the tender documents, or any other question arising shall be communicated in writing to the Quantity Surveyor before the tender is submitted. The Quantity Surveyor will upon receipt of any such query,



set out the intent and meaning of any part. Written copies of the Quantity Surveyor's response including a description of the inquiry but without identifying its source, will be sent to all prospective tenderers who have been issued with the tender documents.

4. AMENDMENT OF TENDER DOCUMENTS

At any time prior to the deadline for submission of tenders, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by the issuance of an addendum.

The Addendum will be sent in writing or by cable to all invited tenderers who have been issued with the tender documents and will be binding upon them. Prospective tenderers shall promptly acknowledge receipt thereof by letter or cable to the Employer.

In order to afford prospective tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer may, at his own discretion, extend the deadline for the submission of tenders.

5. COMPLETION AND FILLING OF BOQS AND TENDER DOCUMENTS

5.1. Tender Documents

The complete set of tender documents comprises the documents listed below and any addenda issued in accordance with Clause 7 of these Instructions to Tenderers

- (a) Form of Invitation for Tenders
- (b) Form of Tender and Qualification Information
- (c) Instructions to Tenderers
- (d) Specifications
- (e) Drawings
- (f) Bills of Quantities
- (g) Forms of Securities
- (h) Details of Sub contractors

The contractor should make sure rates for all sections have been filled before submission as well as other section highlighted or requested.

Lumpsum pricing and willfully omitting to price an item shall render the tender liable to disqualification and any item(s) not priced shall not in any case be taken into consideration.

The tenders shall be witnessed as to validity. Tenders not so witnessed shall be declared invalid and therefore nonresponsive.

5.2 Documents Comprising the Tender

The tender submitted by the tenderer shall comprise the following:

- (a) These Instructions to Tenderers, Form of Tender and Specifications.
- (b) Priced Bill of Quantities.
- (c) Qualification Information Form and Documents.
- (d) Any other materials required to be completed and submitted by the tenderers.



6 MODIFICATION AND WITHDRAWAL OF TENDERS

A tenderer may modify or withdraw his tender after submission, provided that the modification or notice of withdrawal is received in writing prior to the prescribed deadline for submission of tenders

The tenderer's modification or notice of withdrawal shall be prepared, sealed, marked and delivered with the inner envelope additionally marked "**modification**" or "**withdrawal**" as appropriate.

No tender shall be modified or withdrawn after the deadline for submission of tenders. In the event of a tenderer withdrawing before the tenders are opened, his tender will be returned un-opened in an outer envelope bearing the name and address of the tenderer without any other markings.

7. DETERMINATION OF RESPONSIVENESS

Prior to the detailed evaluation of tenders, the Employer will determine whether each tender is substantially responsive to the requirements of the tender documents.

For purposes of this instruction, a substantially responsive tender is one which conforms to all the terms and conditions and specifications of the tender documents without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way, inconsistent with the tender documents, the Employer's rights or the tenderer's obligations under the Contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders.

If a tender is not substantially responsive to the requirements of the tender documents, it will be rejected by the Employer and may subsequently be made responsive by the tenderer having corrected or withdrawn the non-conforming deviation or reservation.

8. DRAWINGS

Before presenting the tender, the tenderer shall examine the drawings which may be viewed at the offices of the Project Engineer during normal working hours and shall satisfy himself regarding their detail as no claim by reason of ignorance in this connection will be allowed.

9. CORRECTION OF ERRORS

Tenders that are substantially responsive will be checked by the Employer for any arithmetic errors in computation and summation. Errors will be corrected by the Employer as follows:

1. Where there is a discrepancy between amount in figures and word the amount in words will prevail, and
2. Where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit rate and the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer there is an obvious gross misplacement of the decimal point in the rate, in which case the total amount as quoted will prevail and the unit rate will be corrected.

Notwithstanding the adjustments as foresaid, the amounts stated in the Form of Tender shall be taken as absolute and therefore shall not be changed.

In the event of a discrepancy between the tender and the corrected tender figure as stated in the main summary of the Bills of Quantities the following shall be adopted:

- I. The tender amount as stated in the Form of Tender shall override the tender amount in the Main Summary after correction. Such discrepancy will be notified to



the tenderer who will then have the opportunity of confirming or withdrawing his tender.

2. The difference between the tender amount and the corrected tender sum shall be expressed as a percentage of the corrected tender sum net of prime cost and provisional sums as a "**Correction factor**".
3. The above "**Correction factor**" shall be applied as a reduction or an addition as the case may be to adjust the contractor's rates in the Bills of Quantities for the evaluation of Variations, Valuations for interim certificates and measurements for final account.
4. Any discount given by the tenderer shall be treated as a discrepancy in accordance with sub-paragraph 3 above.

10. PRELIMINARIES SECTION

Whereas this section should be carefully priced, no front loading shall be allowed. Any amount, which in the opinion of the Employer has been front loaded shall be relocated in the measured section of the Bills of Quantities at the discretion of the Employer, otherwise the tender shall be liable to disqualification as irresponsible.

11 TENDER VALIDITY

The tender shall remain valid for a period of one hundred and eighty days (180) days from the date of submission of tenders

12 SITE VISIT

The tenderers are highly advised to visit the site and acquaint themselves with the conditions on site before presenting their tenders. Where works are described as "to match existing, the Contractor must ensure that. No claim for want of knowledge arising from failure to ascertain the site conditions will be entertained or allowed under any circumstances.

13. CORRUPT AND FRAUDULENT PRACTICES

The procuring entity requires that tenderers observe the highest standards of ethics during the procurement process and execution of contracts.

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

SECTION III- CONDITIONS OF CONTRACT

I. PRICING OF ITEMS OF PRELIMINARIES AND PREAMBLES

The Preliminaries items are **NOT TO BE PRICED individually**, rather the contractor's rates in the construction works are deemed to be inclusive of preliminaries, general items and preambles.

Any item indicated in this part of the Bills of Quantities and is required to be done by the Contractor, shall be so executed without any rate against that particular item. The Contractor is advised to include appropriate cost in the work rates to include such additional costs.

The Contractor shall defend, indemnify and hold harmless the Employer and its agents employees, from and against claim, cost, expense, damage, loss, or liability (including attorneys' fees) due to costs associated in execution Preliminaries work items. However, the Contractor shall never be negligent on its part in execution of works of Preliminary nature.

2. PROVISIONAL WORKS

In case of any omission of part of the contractual work, the contractor shall not be liable to claim any additional costs relating to loss of profit or any other cost.

3. ABBREVIATIONS

Throughout these Bills, units of measurement and terms are abbreviated and shall be interpreted as follows:

mm	shall mean millimetre
M or m	shall mean linear metre
sm	shall mean square metre
M2	shall mean square metre
m2	shall mean square metre
cm	shall mean cubic metre
M3	shall mean cubic metre
m3	shall mean cubic
Newton KN	shall mean Kilonewton
in/”	shall mean inches
lf	shall mean linear foot
sf	shall mean square foot
cf	shall mean cubic foot
lb	shall mean pound avoirdupois
No.	shall mean number
Prs	shall mean pairs
m/s.	shall mean measured separately
B.S.	shall mean the current British Standard Specification published by the British Standard Institution, 2 Park Street, and LONDON W.I., ENGLAND.
K.S.	shall mean the current Kenya Standard Specification published by the Kenya Bureau of Standards, P. O. Box 54974, NAIROBI, Kenya.
`As Described`	shall mean as described in these Bills of Quantities.
`As before described`	shall mean in all respects as described in a previous item.

4. METHOD OF MEASUREMENT

The Bills of Quantities have been prepared in accordance with the general principles of the Standard Method of Measurement of Building and Associated Civil Works for East Africa, Second Edition (Metric), published by the Project Engineerural Association of Kenya, Chapter of Quantity Surveyors in June 2008. The quantities are measured net of the built dimension and no working space is allowed

The exceptions to the Standard Method of Measurement are as follows:

Clause B 19 (b) of the Standard Method of Measurement is deleted and the following clause substituted:

Attendance on nominated sub-contractors shall be given as an item in each case and shall be deemed to include allowing use of standing scaffolding, messrooms, sanitary accommodation and welfare facilities; providing space for office accommodation and for storage of plant and materials; providing light and water for their work; clearing away rubbish; unloading facilities for storage



(as specified under “Storage of Material” in these Preliminaries) hoisting, providing water and power (as specified under “water and Electricity Supply for the Works” in these Preliminaries) and removing and replacing duct covers, pipe casings and the like

5. FORM OF CONTRACT

Special Contract conditions supplied together with these tender documents shall be the form of contract.

All the payment of other items that are not included in these General Preliminaries or elsewhere under Particular Preliminaries but included in the contract provisions, shall be part of the form of contract. The contractor can prepare its separately but its payments shall be deemed to have been included in the rates and shall not therefore form parts of the Contract Sum

6. PROGRAM OF THE WORKS

The Contractor shall provide, within **one week** of the date for possession of the site and in agreement with the Employer a Progress Chart for the whole of the Works including the Works of Nominated Sub-Contractors. One copy shall be forwarded to the to the Employer and a further copy shall be retained on the site on which the Contractor shall record the progress. Should any circumstances arise affecting the programme or progress, the chart shall be modified as necessary and the Project Engineer and Employer informed.

The contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the contractor's obligations

7. MATERIALS AND WORKMANSHIP

All materials and workmanship used in the execution of the works shall be of the best quality and description unless otherwise described.

The Contractor shall order all materials to be obtained from overseas immediately after the Contract is signed and shall also order materials to be obtained from local sources as early as necessary to ensure that they are on site when required for use in the works. The Bills of Quantities shall not be used for the purposes of ordering materials. Any additional cost incurred due to exchange rates for imported goods/materials will be deemed to be included in the rates except where the exchange rate differs with more than 10% from the Base date. The base date will be agreed between the Employer and the main contractor

8. STORAGE OF MATERIALS

The Contractor shall provide at his own risk and cost where directed on the site weatherproof lockup sheds for the safe storage and custody of materials for the works and for the use of workmen engaged thereon and shall remove such sheds and make good damaged or disturbed surfaces upon completion to the satisfaction of the Project Engineer. Nominated Sub-Contractor are to be liable for the cost of any storage accommodation provided especially for their use.

9. SAMPLES AND TESTING

The Contractor shall furnish at his own cost any samples of materials or workmanship including concrete test cubes required for the works that may be called for by the Project Engineer for his approval or rejection until such samples are approved by the Project Engineer



and the Project Engineer may reject any materials or workmanship not in his opinion up to the approved samples.

The Contractor shall arrange for the testing of such materials as directed by the Project Engineer. The Contractor shall pay all charges in connection with the tests and such costs are deemed to be included in his tender. Notwithstanding the results of the tests the Project Engineer may reject any materials that in his opinion are not in accordance with the specification.

The procedure for submitting samples of materials for testing and the method of marking for identification shall be as directed by the Project Engineer.

The Contractor shall allow in his Tender for making and delivering samples for testing and paying all charges of the approved testing laboratory.

10. PLANT, TOOLS AND VEHICLES

Allow for providing all scaffolding, plant, tools and vehicles required for the works except insofar as may be stated otherwise herein and except for such items specifically and only required for the use of the nominated Sub-Contractors as described herein.

No timber used for scaffolding, formwork or temporary works of any kind shall be used afterwards in the permanent work.

11. GOVERNMENT ACTS REGARDING WORK, PEOPLE, ETC.

Allow for complying with all Government Acts, Orders and Regulations in connection with the employment of labour and other matters related to the execution of the works. In particular the Contractor's attention is drawn to the provisions of the Factory Act of 1950, and his tender must include for all costs arising or resulting from compliance with any Act, Order or Regulations relating to Insurance, Pensions and Holidays for workpeople or the safety, health or welfare of work people.

The Contractor must make himself fully acquainted with current Acts and Regulations, including Police Regulations regarding the movement, housing, security and control of labour, labour camps, passes for transport, etc. It is most important that the contractor before tendering, shall obtain from the relevant Authority the fullest information regarding all such regulations and/or restrictions which may affect the organisation of the works, supply and control of labour, etc., and allow accordingly in his tender. No claim in respect of want of knowledge in this connection will be entertained.

12. SECURITY GENERALLY

The Contractor shall be entirely responsible for the security of the works and shall provide all necessary watching, lighting and other precautions necessary to ensure security against theft, loss or damage and the protection of the public.

The Contractor shall also be entirely responsible for the security of the stores, materials, plants personnel, etc., both his own and the Sub-Contractors' and shall take all measures and precautions as necessary.



The Contractor shall leave works secure at completion with all accesses locked, account for all keys and hand over to the Project Engineer with an itemized schedule, retaining a duplicate schedule signed by the Project Engineer as receipt.

13. SIGN FOR MATERIALS SUPPLIED

The Contractor will be required to sign a receipt for all articles and materials supplied by the Employer at the time of taking delivery thereof, as having received them in good order and condition, and will thereafter be responsible for any loss or damage and for replacement of any such loss or damage with articles and/or materials which will be supplied by the Employer at current

14. PUBLIC AND PRIVATE ROADS

Maintain as required throughout the execution of the works and make good any damage to public or private roads arising from or consequent upon the execution of the works to the satisfaction of the local or other competent authority and the Project Engineer.

15. EXISTING PROPERTY

The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services, and he shall be held responsible for and shall make good all such damage arising from the execution of this Contract at his own expense to the satisfaction of the Project Engineer.

16. SITE VISIT AND EXAMINE DRAWINGS

The Contractor is recommended to examine the drawings and visit the site, the location of which is described herein before. He shall be deemed to have acquainted himself therewith as to its nature, position, means of access or any other matter which may affect this tender. No claim arising from his failure to comply with this recommendation will be considered.

17. ACCESS TO SITE AND TEMPORARY ROADS

Means of access to the site shall be agreed with the Employer prior to commencement of the work the Contractor must allow for building any necessary temporary access roads for the transport of the materials, plant and workmen as may be required for the complete execution of the works including the provision of temporary culverts, crossing, bridges, or any other means of gaining access to the site

Upon completion of the works, the Contractor shall remove such temporary access roads, temporary culverts, bridges, etc., and make good and reinstate all works and surfaces disturbed to the satisfaction of the Project Engineer.

The contractor is advised that the site is located in a remote area of the Turkana County and shall therefore be responsible for delivery of construction materials to the site. This should be deemed to be included in the contractor's rates.

Should there be adverse weather condition, the contractor shall continue working normally and any difficulty/additional costs resulting from effect of adverse weather shall be deemed to be included in the contractor's rates.



18. AREA TO BE OCCUPIED BY THE CONTRACTOR

The area of the site which may be occupied by the Contractor for use of storage and for the purpose of erecting workshops, etc., shall be defined on the site by the Engineer..

19. WATER AND ELECTRICITY SUPPLY FOR THE WORKS

The Contractor shall provide at his own risk and cost all necessary water, electricity light and power required for use in the works.

He must also provide temporary storage tanks and meters as required at his own cost and clear away when no longer required and make good on completion to the entire satisfaction of the Project Engineer. The Contractor shall pay all charges in connection therewith.

Nominated Sub-Contractors are to be made liable for the cost of any water or electric current used for any installation whatsoever provided especially for their own use.

20. SUPERVISION AND WORKING HOURS

The works shall be executed under the direction and to the entire satisfaction in all respects of the Project Engineer who shall at all times during normal working hours have access to the works and to the yards and workshops of the Contractor and Sub-Contractor or other places where work is being prepared for the Contract.

The working hours shall be those generally worked by good employers in the Building and Civil Engineering Trades in Kenya. No work shall be carried out at night or on gazetted holidays unless the Project Engineer shall so direct. No work shall be covered up nor shall any concreting be carried out in the absence of the project Engineer or without the prior approval of the Project Engineer in writing.

21. SANITATION OF THE WORKS

The sanitation of the works shall be arranged and maintained by the Contractor to the satisfaction of the Government and/or Local Authorities, Labour Department, and Project Engineer.

22. PROVISIONAL SUMS

The term "Provisional Sum" wherever used in these Bills of Quantities shall have the meaning stated in the Standard Method of Measurement. Such sums are net and no addition shall be made to them for profit.

23. PRIME COST (P.C.) SUMS

The term "Prime Cost Sum" or "P.C Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A Item A7 (ii) of the Standard Method of Measurement.

Persons or firms nominated by the Project Engineer to execute work or to provide and fix materials or goods as stated in clause 31 and 32 of the Conditions of Contract are described herein as Nominated Sub-Contractors. Persons or firms so nominated to supply goods or materials are described herein as Nominated Suppliers.

24. ADJUSTMENT OF P.C. SUMS

In the final account all P.C. Sums shall be deducted and the amount properly expended upon the Project Engineer's order in respect of each of them added to the Contract sum.



The Contractor shall produce to the Project Engineer such quotations, invoices or bills, properly receipted as may be necessary to show the actual details of the sums paid by the Contractor. Items of profit upon P.C. Sums shall be adjusted in the final account pro-rata to the amount paid.

Items of “attendance” and “special attendance” following P.C. Sums shall be adjusted pro-rata to the physical extent of the work executed (not pro-rata to the amount paid) and this shall apply even though the Contractor’s priced Bill shows a percentage in the rate column in respect of them.

Should the Contractor be permitted to tender and his tender be accepted for any work for which a P. C. Sum is included in these Bills of Quantities profit and attendance will be allowed at the same rate as it would be if the work were executed by a nominated Sub-Contractor.

25. ADJUSTMENT OF PROVISIONAL SUMS

In the final account all Provisional Sums shall be deducted and value of the work properly executed in respect of them upon the Project Engineer’s order added to the Contract Sum. Such work shall be valued as described for Variations in Clause No. 30 of the Conditions of Contract, but should any part of the work be executed by a Nominated Sub-Contractor or any articles for the work to be supplied by a Nominated Supplier, the value of such work or articles shall be treated as a P.C. Sum and profit and attendance comparable to that contained in the priced Bills of Quantities for a similar item added.

26. NOMINATED SUB-CONTRACTOR

When any work is ordered by the Project Engineer to be executed by nominated sub-contractors, the Contractor shall enter into subcontracts as described in Clause No. 31 of the Conditions of Contract and shall thereafter be responsible for such sub-contractors in every respect.

Unless otherwise described the contractor is to provide for such sub-contracts any or all of the facilities described in these Preliminaries.

The Contractor should price for these with the nominated sub-contractor’s work concerned in the P.C. Sums under the description “Add for Attendance”.

27. ATTENDANCE UPON NOMINATED SUB-CONTRACTORS

The term “attendance” following P.C. Sums for Nominated Sub-Contractors’ work in these Bills of Quantities shall be deemed to include both attendance and items of special attendance.

28. DIRECT CONTRACTS

Notwithstanding the foregoing conditions, the Employer reserves the right to place a “Direct Contract” for any goods or services required in the works which are measured or covered by a P.C. or Provisional Sum in the Bills of Quantities and to pay for the same direct. In any such instance, profit relative to the P.C. Sums in the priced Bills of Quantities will be adjusted as described for P.C. Sums.

29. ATTENDANCE UPON OTHER TRADESMEN, ETC.

The Contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other person employed for the execution of any other work not included in this contract every facility for carrying out their work and also for the use of his ordinary



scaffolding. The Contractor, however, shall not be required to erect any special scaffolding for them.

The Contractor shall perform such cutting away for and making good after the work of such tradesmen or persons as may be ordered by the Project Engineer and the work will be measured and paid for the extent executed at rates provided in these Bills.

30. INSURANCE

The Contractor shall insure the works and provide a copy of the insurance policy to the Engineer for his comments and recommendations before handing the rectified policy copy to the Employer

No payment on account of the work executed will be made to the Contractor until he has satisfied the Employer either by production of an Insurance Policy or an Insurance Certificate that the provisions of the foregoing Insurance Clauses have been complied with in all respects and to their satisfaction.

31. PROVISIONAL WORK

All work described as “Provisional” in these Bills of Quantities is subject to re-measurement in order to ascertain the actual Quantity executed for which payment will be made.

All “Provisional” and other work liable to adjustment under this contract shall be left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the Quantity Surveyor. Immediately the work is ready for measuring, the contractor shall give notice to the Engineer.

If the Contractor makes default in these respects, he shall uncover at his expense the work to enable all measurements to be taken and afterwards reinstate at his own expense.

32. ALTERATIONS TO BILLS, PRICING, ETC.

Any unauthorized alteration or qualification made to the text of the Bills of Quantities may cause the Tender to be disqualified and will in any case be ignored.

The Contractor shall be deemed to have made allowance in his prices generally to cover any items against which no price has been inserted in the priced Bills of Quantities. All items of measured work shall be priced in detail and Tenders containing Lump Sums to cover trades or groups of work must be broken down to show the price of each item before they are accepted. Lump Sums to cover any items of Preliminaries shall likewise be broken down if so required.

33. BLASTING OPERATIONS

Blasting will only be allowed with the express permission of the Project Engineer in writing.

All blasting operations shall be carried out at the Contractor’s sole risk and cost in accordance with any Government regulations in force for the time being, and any special regulations laid down by the Project Engineer governing the use and storage of explosives.

34. MATERIALS ARISING FROM EXCAVATIONS

Materials of any kind obtained from the excavations shall be the property of the Employer. Unless the Project Engineer directs otherwise, such materials shall be dealt with as provided in the contract.



Such materials shall only be used in the works, in substitution of materials which the Contractor would otherwise have had to supply with the written permission of the Project Engineer. Should such permission be given the Contractor shall make due allowance for the value of the materials so used at a price to be agreed.

35. PROTECTION OF THE WORKS

Provide protection of the whole of the works contained in the Bills of Quantities, including casing up, covering or such other means as may be necessary to avoid damage to the satisfaction of the Engineer and remove such protection when no longer required and make good any damage which may nevertheless have been done at completion free of cost to the Employer.

36. REMOVAL OF RUBBISH, ETC.

Remove all rubbish and debris from the buildings and site as it accumulates and at completion of the works and remove all plant, scaffolding and unused materials at completion.

37. WORKS TO BE DELIVERED UP CLEAN

Clean and flush all gutters, rainwater and waste pipes, manholes and drains, wash (except where such treatment might cause damage) and clean all floors, sanitary fittings, glass inside and outside and any other parts of the works which may require it; remove all marks, blemishes, stains and defects from joinery fittings and decorated surfaces generally, polish door furniture and bright parts of metal work and leave the whole of the buildings watertight, clean, perfect and fit for occupation to the approval of the Project Engineer.

38. TRADE PREAMBLES

For the full description of material and workmanship method of the work and notes for pricing the Contractor is referred to the specification and preambles which follow in this document, and which shall be followed in all respects unless they conflict with the Preliminaries, or other items in these Bills of Quantities in which case the contents of the Bills of Quantities shall apply.

39. VALUE ADDED TAX

The Contractor's attention is drawn to Value Added Tax Act, Particularly the Contractors' VAT effective September, 1993 and Any other amendments thereafter and his tender is deemed to include for all costs arising or resulting therefrom.

The rates included in the Bills of Quantities will be deemed to include VAT, if the contractor fails to capture it in the grand summary and the Contractor will be required to remit the same to Kenya Revenue Authority

40. WITH HOLDING TAX

The Contractor's attention is drawn to the Withholding Tax which will be paid by the Employer and deducted from the contractor's amount. The current value of Withholding Tax is 3% but if the legislation is changed, it will be communicated to the contractor. The contractor's rates are deemed to include Withholding Tax, and no claim shall arise therefrom the payment of Withholding Tax.



41. DISPOSAL OF WATER

Allow to keep excavations free of all water, including spring and running water by pumping or any other means necessary

42. MAINTAINING SIDES OF EXCAVATIONS

Allow for maintaining the sides of excavations by planking and strutting or other means required. Additional works caused by the collapse of excavations through inadequate planking and strutting will be at the Contractor's expense.

43. WHITE ANTS

Allow for destroying of any white ants' nests found in the vicinity of the buildings, destroy Queen Ants, depositing cyanide lumps in holes and tunnels and filling with approved filling and sealing as appropriate.

44. APPENDICES

The Appendices to these of Quantities shall be regarded for Contract purposes as part of the Bills and shall be read and construed with appropriate Bills sections of the Bills as if contained therein.

45. CONSULTANT

The term "The Consultant" shall be deemed to mean any external person engaged by the Employer to oversee the construction other than the Engineer described above.

46. LABOUR CAMPS

The contractor will not be allowed to erect labour camps on site and shall take full responsibility for transporting labourers daily to and from the site as required, and the cost of this shall be included in his tender. **INSURANCE OF THE WORKS AGAINST FIRE, etc.**

The Contractor shall insure the works against fire and any other eventualities that may arise therefrom and which may disrupt regular progress of the works.

47. DEMOLITIONS AND ALTERATIONS GENERALLY

The items of pulling down and alterations are to include for both labour and materials and for any shoring, needling, strutting and temporary works in connection therewith

48. POSSESSION AND COMMENCEMENT

The contractor shall take possession of the site on the date indicated in the acceptance letter. The date of commencement of the works shall be as indicated in the acceptance letter.

The contractor is expected to utilize the period between possession and commencement to mobilize his resources to ensure smooth running of the works from the commencement date.

49. TELEPHONE

Allow for providing and maintaining a telephone upon the site during the contract period and for paying all charges.



50. FIXED PRICE CONTRACT

This is a fixed price contract. The Contractor must allow in his tender for any fluctuations in his prices for any reason whatsoever during the currency of the Contract. No fluctuations shall be allowed under this contract.

There shall be NO price adjustment.

51. PRICING OF ITEMS IN PRELIMINARIES AND/OR PREAMBLES

Wherever in the Contractor's priced Bills of Quantities no price appears against an item of Preliminaries or

Preambles, the value of such item shall be deemed to be included in his prices for other items in the Bills of quantities.

52. DOMESTIC SUBCONTRACTORS

Any domestic sub-contractor shall be approved by the Engineer in writing before the contractor sublets any portion of the works. The contractor should especially note this for Civil Works, Structural Steel Work and plumbing and Drainage Installations and Electrical Installations which will be part of this contract.

53. NOMINATED SUB-CONTRACTORS

The Contractor must as soon as practicably possibly enter into sub-contracts with Nominated Sub-Contractors on the standard 'Agreement and Schedule of Conditions of Building Sub-Contract' form published by the Kenya Association of Building and Civil Engineering Contractors. He must incorporate therein conditions approved by the Project Engineer and if he fails to do so must accept full responsibility for any omissions, delays, bad workmanship, claims, expenses arising from the absence of such Sub-Contract. The Sub-Contract must cover such matters as payments on account, retention sums, maintenance period, facilities, dates for completion of each portion of the works together with liquidated and ascertained damages clause in the event of noncompletion and indemnity of the Contractor against any such claims arising out of misuse of any such Subcontractor or his workmen of any scaffold erected or plant employed by the Contractor, or that may be made against the Contractor in consequence of any act, omission or default of the Sub-Contractor, his servants or agents, or in respect of injury to workmen employed on the works.

54. NOMINATED SUPPLIERS AND SUB CONTRACTORS' MATERIALS

Nominated Sub-Contract and Nominated Supply Agreements will be finalized as soon as possible after the Contract is signed. The Contractor will be deemed to have taken into account of this in his allowance for the provision of space for storage of Nominated Sub-Contractor's Materials and for the provision of storage facilities on or off site for Nominated Suppliers' materials until required.

55. PAYMENT CERTIFICATES

The Contractor shall submit to the Project Engineer monthly applications for payment giving sufficient details of the Work done and materials on Site and the amounts which the Contractor considers himself to be entitled to. The Project Engineer shall check the monthly



application and certify the amount to be paid to the Contractor within 14 days. The value of Work executed and payable shall be determined by the Project Engineer.

The value of Work executed shall comprise the value of the quantities of the items in the Bills of Quantities completed, materials delivered on Site, variations and compensation events. Such materials shall become the property of the Employer once the Employer has paid the Contractor for their value. Thereafter, they shall not be removed from Site without the Project Engineer's instructions except for use upon the Works.

Payments shall be adjusted for deductions for retention. The Employer shall pay the Contractor the amounts certified by the Project Engineer within 30 days of the date of issue of each certificate.

Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

56. ADVANCE PAYMENT

An advance payment, if approved by the Employer, shall be made under the Contract, if requested by the Contractor, in accordance with clause 60(1) of the Conditions of Contract. The Advance Payment Guarantee shall be denominated in the proportion and currencies named in the form of foreign currency requirements. For each currency, a separate guarantee shall be issued. The guarantee shall be issued by a Bank located in the Republic of Kenya, or a foreign Bank through a correspondent Bank located in the Republic of Kenya, in either case subject to the approval of the Employer.

57. PERFORMANCE BOND

The contractor shall provide a performance bond from a reputable Bank. The value of the performance bond will be 10% of the contract sum.

58. RETENTION

Contractor's attention is drawn to the retention which will be equivalent to 10% of the value of each certificate upto the completion of the project. Upon completion, the contractor will be paid half of the retention and the other half will be paid upon expiry of the Defects liability period.

59. DEFECTS LIABILITY PERIOD

The defects liability period will be three (3) months from the date of practical completion.

60. TERMINATION

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

- (a) the Contractor stops work for 30 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the Project Engineer;
- (b) the Project Engineer instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;



- (c) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Engineer is not paid by the Employer to the Contractor within 30 days (for Interim Certificate) or 60 days (for Final Certificate of issue.
- (e) the Project Engineer gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Engineer;
- (f) the Contractor does not maintain a security, which is required.
- (g) The contractor violates TUPADO's policy on Fraud, Child Safeguarding and Sexual Exploitation and Abuse.

When either party to the Contract gives notice of a breach of Contract to the Project Engineer for a cause other than those listed under Clause 33.1 above, the Project Engineer shall decide whether the breach is fundamental or not.

Notwithstanding the above, the Employer may terminate the Contract for convenience. If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible. The Project Engineer shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site.

SECTION IV – SCOPE OF CONTRACT

1. LOCATION OF SITE

The site of the proposed works will be in Naipa village, Kang'atotha ward, Turkana Central sub-county, Turkana County. The Contractor is advised to liaise with the employer to be provided with complete details of the site and take as many details as possible since no extra cost shall be allowed for delivery/transport of materials to remote areas.

2. GENERAL DESCRIPTION OF WORKS

The works shall comprise several structures/facilities including but not limited to the following:

1. Construction of latrine
2. Plumbing works

The works shall be done as detailed in the Bill of Quantities.

3. DRAWINGS

- I. Latrine Layouts and sections drawings

4. BILL OF QUANTITIES



BILL No.1: 4-DOOR 4 M DEEP DISABILITY INCLUSIVE LATRINE

ITEM	DESCRIPTION	UNIT	QTY	RATE (KSh)	AMOUNT (KSh)
1.1	PIT LATRINE				
	Construct a 4- door 4.0 m deep quarry block walled VIP pit latrine as per drawing and as instructed by the Engineer				
	<u>SUBSTRUCTURES</u>				
	<u>Clearance</u>				
1.1.1	Excavate over site to remove top vegetable soil.	SM	50.32		
1.2	<u>PIT EXCAVATION</u>			-	
1.2.1	Excavate for pit latrine not exceeding 1.50m deep. (2.0 m x 2.0m)	CM	6.00		
1.2.2	Ditto 1.50m-3.0m deep	CM	6.00		
1.2.3	Ditto 3.0m-4.0m deep	CM	4.00		
1.2.4	Extra over excavation for excavating in rock	CM	2.00		
1.2.5	Load excavated material and cart away	CM	18.00		
1.3	<u>Foundation works</u>			-	
1.3.1	Excavate strip foundation not exceeding 1.5m deep starting from reduced levels	CM	6.34		
1.3.2	Return, fill in and well ram selected excavated material around foundations	CM	1.06		
1.3.3	300mm thick approved hardcore filling well watered, rolled and compacted in layers not exceeding 150 mm thick to level	CM	4.90		
1.3.4	50 mm thick layer murrum blinding or other approved blinding to surface of hardcore; rolled smooth to receive water-proof sheeting	SM	31.00		
1.3.5	Chemical anti-termite treatment to top surfaces of filling around foundations	SM	31.00		
1.3.6	1000 gauge polythene damp-proof sheeting laid on blinded smooth finished hardcore bed with 300 mm side and end laps to receive concrete blinding (m.s) (measured net - allow for overlaps)	SM	23.12		
1.3.7	50mm thick blinding to strip foundation class 15 (1:3:6)	SM	15.60		
1.3.8	Heavy Gauge Mesh wire to floor surrounding the pit	SM	28.00		



1.4	Reinforcement Steel: Supply and fix reinforcement bars including bending, hooks, tying wires, cutting spacers and supporting all in position as described in Columns, Ring beams, Central beam, slab and strp foundations			-	
1.4.1	D8	KG	61.62		
1.4.2	D10	KG	62.31		
1.4.3	D12	KG	56.32		
1.5	Sawn formwork including cutting off projecting fins and filling up any small voids as described to:			-	
1.5.1	Ring beams	SM	6.00		
1.5.2	Suspended Floor Slab	SM	4.00		
1.6	Vibrated concrete class 20/20 to B.S 8110 as described in:				
1.6.1	Strip footing	CM	0.16		
1.6.2	Floor slab	CM	5.25		
1.6.3	Ring beams	CM	0.32		
1.6.4	Ground beams	CM	0.32		
1.6.5	Columns	CM	0.64		
1.7	Masonry stones bedded and jointed in cement and sand (1:3) mortar and reinforced with 25 mm wide x 20 gauge hoop iron in alternate courses as described in:			-	
1.7.1	200mm thick quarry blocks upto floor slab	SM	28.80		
1.7.2	200mm thick machine cut stones to super structure	SM	39.12		
1.8	Walls, Guard rails and Roofing including accessories				
1.8.1	Supply and fix light gauge 1.5" SHS tube to roofing	LM	32.12		
1.8.2	Supply and fix light gauge 1.5" SHS box tube to latrine wall	LM	54.90		
1.8.3	Supply and fix light gauge 1.5" SHS box tube to privacy wall	LM	42.60		
1.8.4	Supply and fix 28-gauge box profile iron sheets to latrine walls (blue colour)	SM	46.44		
1.8.5	Supply and fix 28-gauge box profile iron sheets to privacy walls (blue colour)	SM	15.30		
1.8.6	Supply and fix 28 gauge box profile iron sheets to roof (blue colour)	SM	16.00		
1.9	Finishes, Windows and floors			-	
1.9.1	15mm plaster to walling, 1:4 mix ratio	SM	45.44		



1.9.2	4" PVC vent pipe with bends and accessories	Pieces	4.00		
1.9.3	Supply and apply paint to metal surfaces and floor paint	Lump sum	1.00		
	Doors				
1.9.4	Supply and fix 1.5" SHS box tube to frame and doors	LM	51.6		
1.9.5	Supply and fix gauge 28 box profile iron sheet to doors	SM	7.56		
1.9.6	Purchase and install 2 hinges and 1 latch to each of the four doors	No	4.00		
1.10	Sitting Platform for Persons with Disability				
1.10.1	200mm thick quarry blocks	SM	0.58		
1.10.2	15mm plaster to walling, 1:4 mix ratio	SM	0.82		
1.10.3	Supply and fix 1.5" SHS tube as grab rails	LM	4.20		
1.11	Handwashing Facility				
1.11.1	Supply materials and mount a metallic single bowl kitchen sink measuring about 600mm * 450mm on 750 mm high metallic frame as directed by the engineer. The price to include drainage pipes and associated components	Lumpsum	1.00		
1.11.2	Supply materials and install 50m of 32mm HDPE PN 10 water pipe and 3/4" two garden taps to handwashing facility	Lumpsum	1.00		
	Sub-total				
	16% V.A. T				
	TOTAL				



SECTION VI -LIST OF STANDARD FORMS

- i. Form of Tender
- ii. Key Staff at the Site Office
- iii. Appendix to Form of Tender
- iv. Performance Bank Guarantee (unconditional)
- v. Bank Guarantee for Advance Payment
- vi. Tender Questionnaire
- vii. Tender evaluation and submittals



I. FORM OF TENDER

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

_____ [Name of Contractor]

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

2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Engineer's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.
3. We agree to abide by this tender until _____ [Insert date], and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____

Signature _____ in the capacity of _____



2. APPENDIX TO FORM OF TENDER

(This appendix forms part of the tender)

CONDITIONS OF CONTRACT	AMOUNT
Tender Security (Bank Guarantee only)	Not more than 2%
Amount of Performance Security (Unconditional Bank Guarantee)	10 percent of Tender Sum in the form of Unconditional Bank Guarantee
Program/Schedule to be submitted	Not later than 7 days after issuance of Order to Commence
Cash flow estimate to be submitted	Not later than 7 days after issuance of Order to Commence
Period for commencement, from the Engineer's order to commence	14 days
Time for completion	60 days
Defect Liability period	3 Months for all works
Percentage of Retention	10% of Interim Payment Certificate
Limit of Retention Money	10 % of Contract Price
Minimum amount of interim certificates	Contract value/Time for completion in months
Time within which payment to be made after Interim Payment Certificate signed by Engineer	30 days
Time within which payment to be made after Final Payment Certificate signed by Engineer	30 days
Appointer of Arbitrator	Chief Justice of The Republic of Kenya
Notice to Employer and Engineer	The Employers address is:

Signature of Tender.....

Date.....



3. KEY STAFF AT THE SITE OFFICE

Its mandatory to nominate key staff at the site office in the categories listed below:

Designation	Name
1.Project engineer	
2.Foreman	
3.Artisan	
4.Supervisor	

I certify that the above information is correct.

.....
(Title)

.....
(Signature)

.....
(Date)



4. PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To: _____ (Name of Employer) _____ (Date)
_____ (Address of Employer)

Dear Sir,

WHEREAS _____ (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ (hereinafter called “the Works”);

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name _____ of _____ Bank

Address _____

Date _____

(Amend accordingly if provided by Insurance Company)



5. BANK GUARANTEE FOR ADVANCE PAYMENT

To: _____ [name of Employer] _____(Date)

_____ [address of Employer]

Gentlemen,

Ref: _____ [name of Contract]

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

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

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

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

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ (name of Employer) receives full payment of the same amount from the Contract.

Yours faithfully,

Signature _____ and _____ Seal

Name of the Bank or financial institution _____

Address _____

—



Date

Witness: Name:

Address: _____

Signature: _____

Date:



6. TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of tenderer

.....

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

.....

1. Telephone number (s) of tenderer

.....

2. Telex address of tenderer

.....

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

.....

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

.....

Signature of Tenderer

Make copy and deliver to : _____ (Name of Employer)



7. TENDER EVALUATION AND SUBMITTALS

1. Contract Terms

TUPADO intends to issue a **Fixed Price/Cost** contract to one or several company(ies) or organization(s). The successful offeror(s) shall be required to adhere to the statement of work and terms and conditions of the resulting contract. The anticipated contract is incorporated in Section 6 herein. By submitting an offer, offerors certify that they understand and agree to all the terms and clauses contained in Section 6.

2. Specific Eligibility Criteria

Eligibility criteria must be met, and the corresponding supporting documents listed below under “Tender Submittals” **must** be submitted with offers. Offerors who do not submit these documents may be **disqualified** from any further technical or financial evaluation.

Eligibility Criteria:

- The offeror must be legally registered
- The offeror must be in good standing with its governing tax authority
- Registration with National construction authority (NCA)
- Valid business permit

3. Tender Submittals

Stage I: Preliminary Bid Responsiveness Assessment (Mandatory Requirements)

This will involve assessing whether bidders have complied with submission requirements and have also attached copies of mandatory eligibility and statutory documents. Evaluation at this stage will be conducted on **Yes/No**, and bidders are expected to **comply with ALL** required items to proceed to the next stage of evaluation.

Documents supporting the Eligibility Criteria:

MANDATORY REQUIREMENTS

MANDATORY REQUIREMENTS		Marks	
		PASS	FAIL
No.	Description		
1	Company Registration Certificate		
2	CR12		
3	Registration with the county government / valid business permit		
4	Registration with NCA (NCA 8 and above), Valid <ul style="list-style-type: none"> ● Mechanical works ● Water works ● Building works 		
5	PIN certificate (Obligation; VAT & Income Tax)		

6	Tax Compliance Certificate, valid / current		
7	Copy of ID/ Passport of the directors		
8	Fully filled BOQ in the provided format		
9	Bank Statements for the last six Months- Signed and stamped by bank		
	TOTAL		

Documents to conduct the Technical Evaluation and additional Due Diligence:

TECHNICAL RATING

Description	Key areas to consider	Marks	
		Maximum	Awarded
Company Profile – with verifiable physical location / address	Brief company introductory statement with verifiable office location and postal address.	5	
Technical proposal	At least two-pager technical proposal explaining how the contractor will undertake the works.	20	
A brief Statement detailing contractors' proposal on how he/she will ensure community engagement during the project's execution with Proposed work schedule and projected completion timeline	Provide work areas or sections to consider hiring local casual workers to the extent possible <ul style="list-style-type: none"> Numbers of local casuals to be hired in those work areas stated above 5mks Provide the local materials to be sourced under the approval of the technical personnel 5mks 	10	
List of Key Equipment – Owned / lease agreement	Lease agreements, purchase receipts, logbooks Each x 1 mks	5	
Evidence of Past Similar Works - Completion certificates, contracts, recommendation letters (general)	Must annex or attach at least 5 previous works in form of; certificates of successful completion, executed local purchase orders, or other related information and	15	

		reference from organizations worked within the past three years 5x3mks		
	CVS for key staff	Project engineer - 3 Foreman - 3 Supervisor - 1 Artisans – 3	10	
	Detailed works schedule / program of works	A gant chart indicating the timelines for the works execution	5	
	TOTAL		70	

Only bidders with technical score of 49% and above will be considered for financial evaluation.

Price Offer:

The Price offer is used to determine which offer represents the best value and serves as a basis of negotiation before award of a contract. As a Fixed-Price contract, the price of the contract to be awarded will be an all-inclusive fixed price basis, either in the form of a total fixed price or a per-unit/deliverable fixed price. No profit, fees, taxes, or additional costs can be added after contract signing. Offerors must show unit prices, quantities, and total price, as displayed in the Offer Sheet in Section 4. All items must be clearly labeled and included in the total offered price.

Offerors must include VAT and customs duties in their offer.

4. Tender Evaluation (LPTA Selection Method)

Based on the above submittals, a TUPADO Tender Committee will conduct a tender evaluation process. TUPADO reserves the right to accept or reject any or all bids, and to accept the offer(s) deemed to be in the best interest of TUPADO. TUPADO will not be responsible for or pay for any expenses or losses which may be incurred by any Offeror in the preparation of their tender. Evaluations will be conducted as described in the following subsections:

4.1 Technical Evaluation

Lowest Price, Technically Acceptable (LPTA)

TUPADO Tender Committee will conduct a technical evaluation which will grade technical criteria on a pass/fail basis. Supplier’s bids **must meet the minimum technical standard** established here in order to receive a passing mark. Any offerors who receive a failing mark on any criteria will be automatically disqualified from the tender process.

Only offerors who pass all criteria will move on to the next round of evaluation.

4.2 Financial Evaluation and Price/Cost Analysis

All suppliers who passed all technical criteria will move on to the financial evaluation where the lowest price offer(s) stands to be accepted as the winning offeror(s) assuming the price is deemed fair and reasonable and subject to additional due diligence in section 3.5.3.



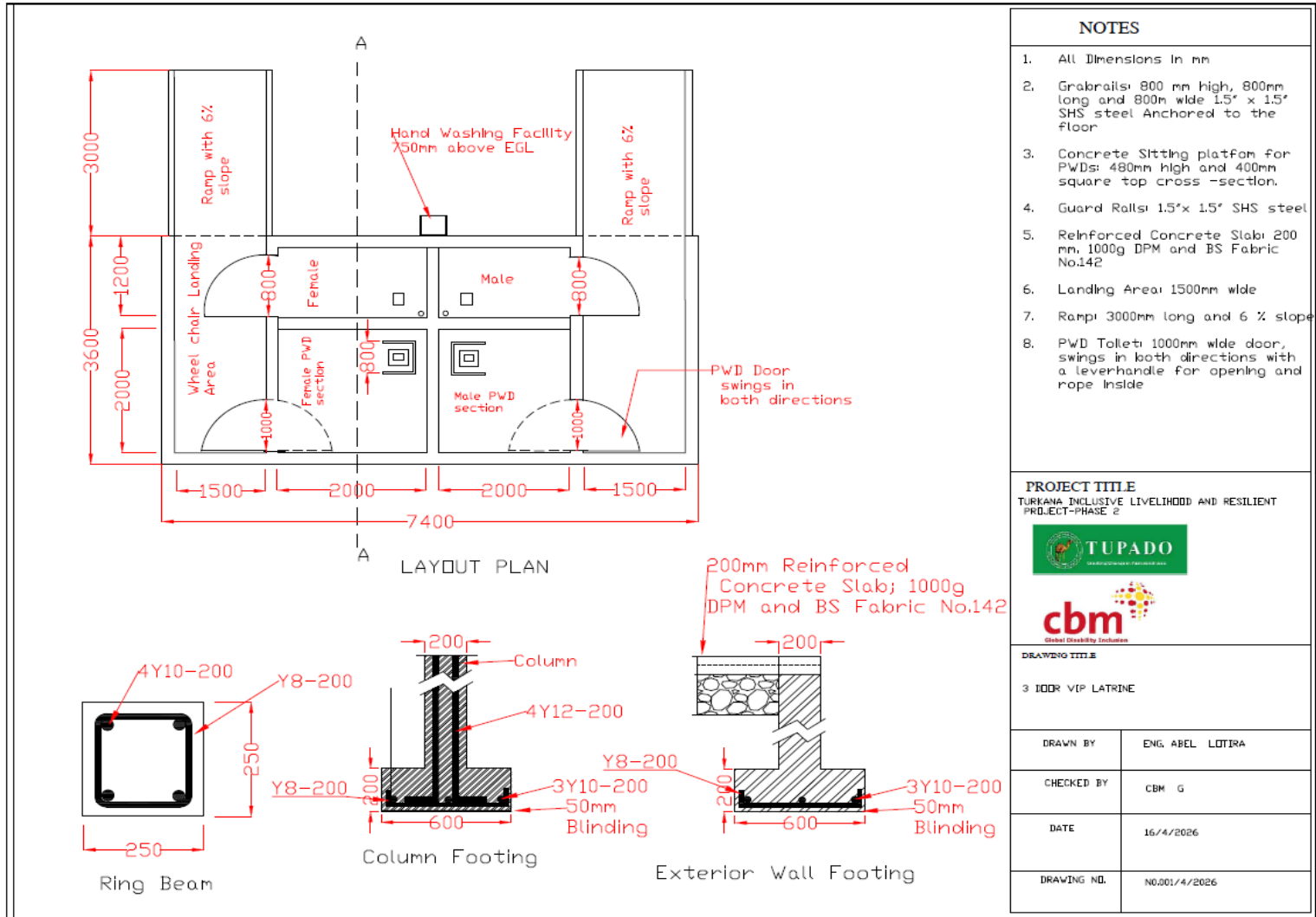
The financial and technical scores will be combined to get the final scores for the various bidders and hence rank the bidders.

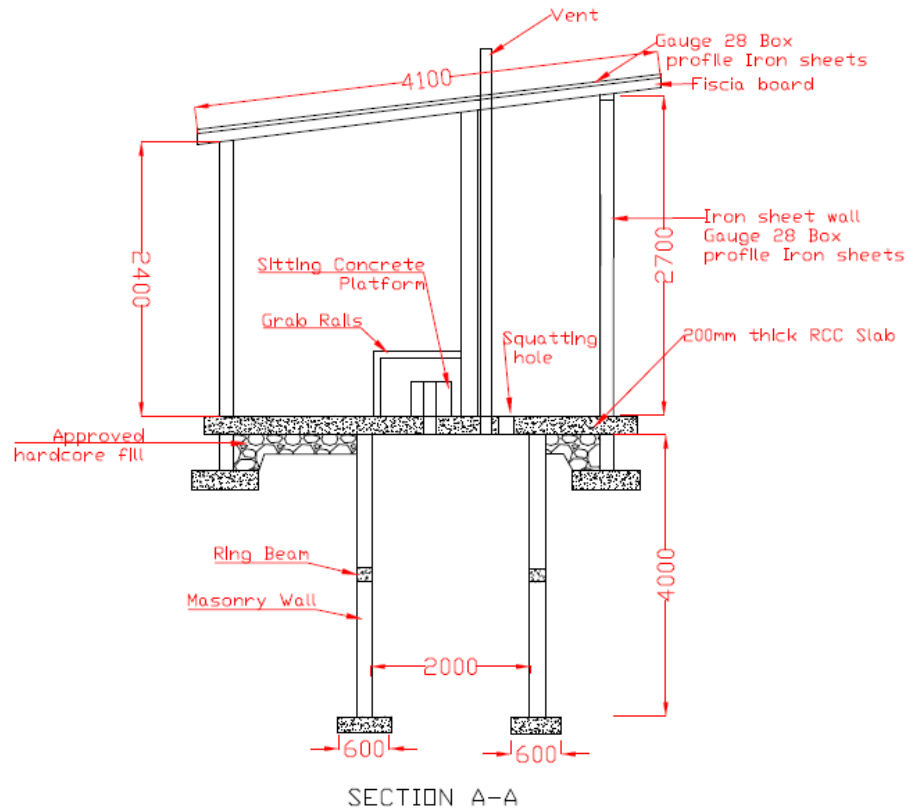
4.3 Additional Due Diligence

Upon completion of both the technical and financial evaluations TUPADO may choose to engage in additional due diligence processes with a particular offeror or offeror(s). The purpose of these processes is to ensure that TUPADO engages with reputable, ethical, responsible Suppliers with solid financials and the ability to fulfill the contract. Additional due diligence may take the form of the following processes (though it is not limited to):

- Reference Checks
- Supplier's facility visits
- Analysis of audited financial statements
- Other appropriate documented method giving TUPADO increased confidence in the supplier's ability to perform

DRAWINGS Layout Plan





NOTES

1. All Dimensions In mm
2. Grabrails: 800 mm high, 800mm long and 800mm wide 1.5" x 1.5" SHS steel Anchored to the floor
3. Concrete Sitting platform for PWDs: 480mm high and 400mm square top cross -section.
4. Guard Rails: 1.5"x 1.5" SHS steel
5. Reinforced Concrete Slab: 200 mm, 1000g DPM and BS Fabric No.142
6. Landing Area: 1500mm wide
7. Ramp: 3000mm long and 6 % slope
8. PWD Toilet: 1000mm wide door, swings in both directions with a leverhandle for opening and rope inside

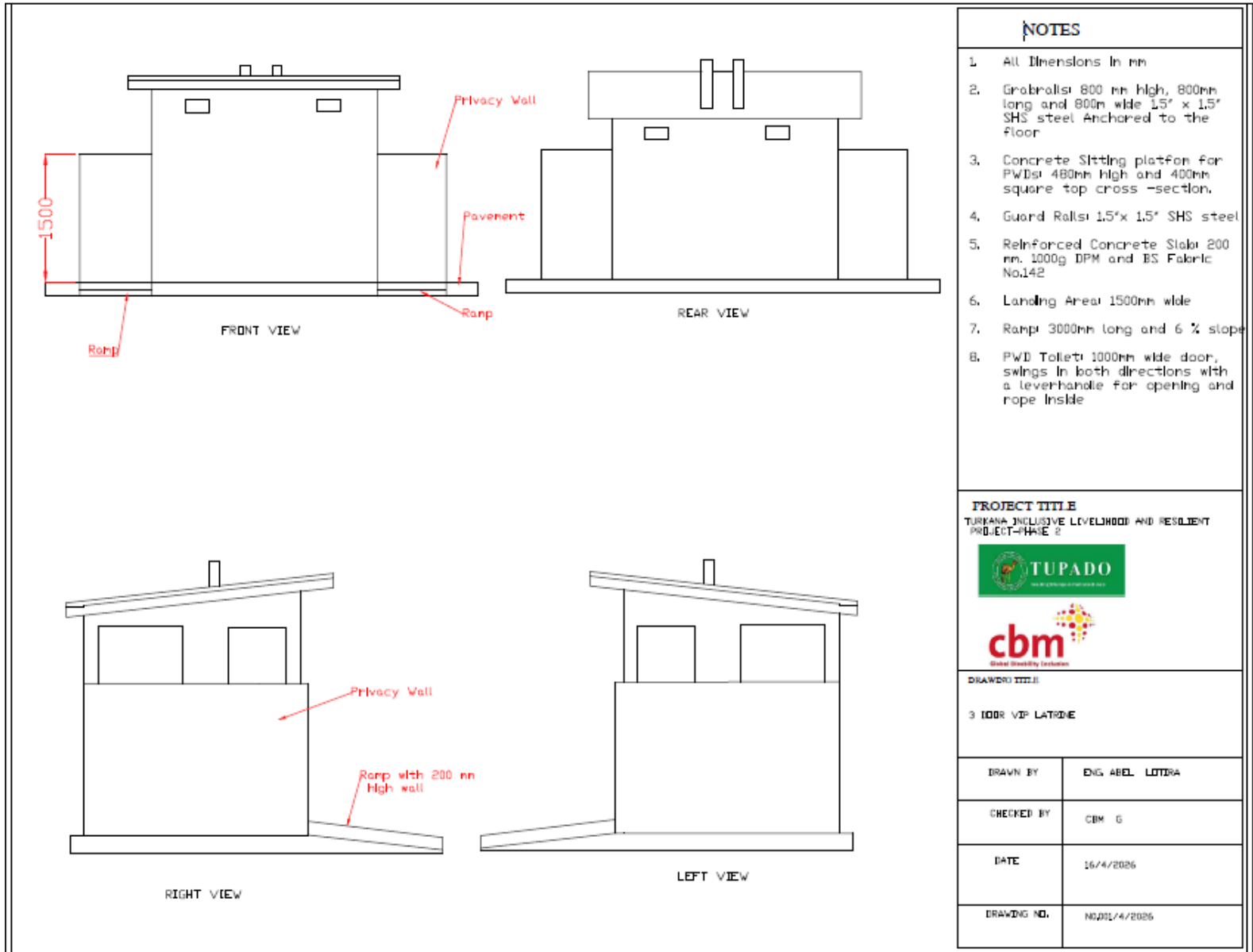
PROJECT TITLE
TURKANA INCLUSIVE LIVELIHOOD AND RESILIENT PROJECT-PHASE 2



DRAWING TITLE

3 IDD: VIP LATRINE

DRAWN BY	ENG. ABEL LOTIRA
CHECKED BY	CBM G
DATE	16/4/2026
DRAWING NO.	NO.001/4/2026



- NOTES**
1. All Dimensions in mm
 2. Grabrails: 800 mm high, 800mm long and 800mm wide 1.5" x 1.5" SHS steel Anchored to the floor
 3. Concrete Sitting platform for PWDs: 480mm High and 400mm square top cross-section.
 4. Guard Rails: 1.5" x 1.5" SHS steel
 5. Reinforced Concrete Slab: 200 mm, 1000g DPM and BS Fabric No.142
 6. Landing Area: 1500mm wide
 7. Ramp: 3000mm long and 6 ¼ slope
 8. PWD Toilet: 1000mm wide door, swings in both directions with a leverhandle for opening and rope inside

PROJECT TITLE
TURKANA INCLUSIVE LEVELHOOD AND RESILIENT PROJECT-PHASE 2




DRAWING TITLE:
3 TOILET VIP LATRINE

DRAWN BY:	ENG ABEL LOTIRA
CHECKED BY:	CBM G
DATE:	16/4/2026
DRAWING NO.:	ND021/4/2026

