

COUNTY GOVERNMENT OF BOMET



DEPARTMENT OF ROADS, PUBLIC WORKS AND TRANSPORT
P.O.BOX 19-20400 BOMET

TENDER DOCUMENT
FOR

PROPOSED CONSTRUCTION OF CHEPKOSA -TILANGOK BRIDGE IN CHEPALUNGU SUB-COUNTY.

NEGOTIATION NUMBER: 2091454

TENDER NO: CGB/DRPWT/BRG/001/2025-2026

CHEPALUNGU SUB - COUNTY

JANUARY, 2026

***BIDDERS ARE NOTIFIED THAT THIS TENDER IS PREPARED UNDER THE NEW PUBLIC
PROCUREMENT REGULATORY AUTHORITY CONDITIONS AND FORMAT***

COUNTY EXECUTIVE
DEPARTMENT OF ROADS, PUBLIC WORKS &
TRANSPORT
COUNTY GOVERNMENT OF BOMET
P.O. Box 19-20400 BOMET

CHIEF OFFICER
DEPARTMENT OF ROADS, PUBLIC WORKS &
TRANSPORT
COUNTY GOVERNMENT OF BOMET
P. O. BOX 19-20400
BOMET

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PART 1 - TENDERING PROCEDURES

INVITATION TO TENDER

INSTRUCTIONS TO TENDERERS

Eligible bidders must meet/provide the following requirements including all those in this tender document:

1. Tender security/ Bid bond of **Kshs.2% of** contract sum in form of Bank guarantee or insurance company registered and licensed by insurance Regulatory Authority or any other financial institution approved and licensed by the central bank of Kenya as per the form and format provided in the bid document and should be valid for **120 days**.
2. Certified Registration/Incorporation certificate.
3. Certified CR 12 to show directorship of the company.
4. Certified Valid Tax compliance certificate.
5. Certified certificate of Registration with National Construction Authority for building works -**NCA 5** and above.
6. Certified valid practicing NCA license for building works.
7. Duly filled and Certified form of specific construction experience (**2 No. completed projects of similar nature of at least Kshs.25 Million** in the last ten years).
8. Valid Single Business Permit/Trade license from any Government entity.
9. Certified Power of Attorney.
10. Duly filled and signed form of Tender.
11. Duly filled and signed appendix to form of Tender
12. Properly filled, signed and stamped mandatory Confidential Business Questionnaire.
13. Properly filled, signed and stamped mandatory Bill of Quantities.
14. Duly filled confidential business questionnaire (attach CR 12 to confirm Directors)
15. Duly filled declaration form.
16. Proof of major items of construction equipment owned or leased;
17. CV's and copies of qualification certificates of key site management and technical personnel proposed for the Contract;
18. Audited accounts for the last Three years (**2022,2023,2024**) all the pages must be initialised and stamped by both a practising Auditor registered with ICPAK and one of the Directors
19. Bank statements for the last six months. The statements must be certified by the issuing bank on all pages
20. A pre-tender site visit certificate
21. Presentation of a well bound and properly paginated tender document (including the attachments).
22. Compliance with submission both online through the IFMIS system and manually where **1No. hard copy** must be submitted.
23. Any other condition stipulated in the tender document.

NOTE

1. Certification of documents shall be original and executed by a Commissioner for Oaths
2. Tenders shall remain valid for a period of **120 days** from the date of submission.
3. The employer shall request a performance security of 5% for successful Bidders.

Bidders are requested to download full details of the advertisement and tender documents from the County Website www.bomet.go.ke free of charge effective **21ST JANUARY 2026.**

Pretender site visit is **MANDATORY**. There shall be a mandatory pretender site visits and all interested bidders are asked to assemble outside the department of Roads, Public Works and Transport for further directions on **THURSDAY 29TH January 2026** and a site visit certificate shall be issued by the engineer thereafter.

The sealed bids, labelled with the Tender No. **MUST** be deposited in the tender box situated at the County procurement Office on or before **Thursday 5th February 2026 at 11.00 am**. Tenders will be opened immediately in the presence of bidders or representatives who choose to attend.

Late bids will not be accepted.

THE CHIEF OFFICER

DEPARTMENT OF ROADS, PUBLIC WORKS AND TRANSPORT

COUNTY GOVERNMENT OF BOMET-P.O.BOX 19-20400 BOMET (BOMET)

SECTION I: INSTRUCTIONS TO TENDERERS

General Provisions

1. Scope of Tender

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

2. Fraud and Corruption

- 2.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 — Declaration not to engage in corruption. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.
- 2.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the —Certificate of Independent Tender Determination annexed to the Form of Tender.
- 2.3 Unfair Competitive Advantage - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **Data Sheet** and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.
- 2.4 Unfair Competitive Advantage - Fairness and transparency in the tender process require that the Firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender being tendered for. The Procuring Entity shall indicate in the **TDS** firms (if any) that provided consulting services for the contract being tendered for. The Procuring Entity shall check whether the owners or controllers of the Tenderer are same as those that provided consulting services. The Procuring Entity shall, upon request, make available to any tenderer information that would give such firm unfair competitive advantage over competing firms.

3. Eligible Tenderers

- 3.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 3.7 or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent enter into such an agreement supported by a letter of intent. Public employees and their close relatives (*spouses, children, brothers, sisters and uncles and aunts*) are not eligible to participate in the tender. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the tendering process and, in the event the JV is awarded the Contract, during contract execution. The maximum number of JV members shall be specified in the **TDS**.
- 3.2 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 3.3 A Tenderer shall not have a conflict of interest. Any tenderer found to have a conflict of interest shall be disqualified. A tenderer may be considered to have a conflict of interest for the purpose of this tendering process, if the tenderer:
- a) Directly or indirectly controls, is controlled by or is under common control with another tenderer; or

- b) Receives or has received any direct or indirect subsidy from another tenderer; or
- c) Has the same legal representative as another tenderer; or
- d) Has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process; or
- e) Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender; or
- f) any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as Engineer for the Contract implementation; or
- g) Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the contract specified in this Tender Document or
- h) Has a close business or family relationship with a professional staff of the Procuring Entity who:
 - i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract; or
 - ii) Would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.

3.4 A tenderer shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. A tenderer that is proven to have been involved in any of these practices shall be automatically disqualified.

3.5 A Tenderer (either individually or as a JV member) shall not participate in more than one Tender, except for permitted alternative tenders. This includes participation as a subcontractor in other Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a tenderer or a JV member may participate as a subcontractor in more than one tender. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender.

3.6 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.8. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub-consultants for any part of the Contract including related Services.

3.7 Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPRA www.ppra.go.ke.

3.8 Tenderers that are state-owned enterprises or institutions may be eligible to compete and be awarded a Contract(s) only if they are accredited by PPRA to be (i) a legal public entity of the state Government and/or public administration, (ii) financially autonomous and not receiving any significant subsidies or budget support from any public entity or Government, and (iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with firms in the private sector on an equal basis.

3.9 Firms and individuals may be ineligible if their countries of origin (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. A tenderer shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

3.10 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring

Entity determine if this condition is met shall be provided in for this purpose is be provided in “*SECTION III - EVALUATION AND QUALIFICATION CRITERIA, Item 9*”.

- 3.11 Pursuant to the eligibility requirements of ITT 4.10, a tender is considered a foreign tenderer, if the tenderer is not registered in Kenya or if the tenderer is registered in Kenya and has less than 51 percent ownership by Kenya

Citizens. JVs are considered as foreign tenderers if the individual member firms are not registered in Kenya or if are registered in Kenya and have less than 51 percent ownership by Kenyan citizens. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding provisional sums.

- 3.12 The National Construction Authority Act of Kenya requires that all local and foreign contractors be registered with the National Construction Authority and be issued with a Registration Certificate before they can undertake any construction works in Kenya. Registration shall not be a condition for tender, but it shall be a condition of contract award and signature. A selected tenderer shall be given opportunity to register before such award and signature of contract. Application for registration with National Construction Authority may be accessed from the website www.nca.go.ke.
- 3.13 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke
- 3.14 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a valid tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

4. Eligible Goods, Equipment, and Services

- 4.1 Goods, equipment and services to be supplied under the Contract may have their origin in any country that is not eligible under ITT 3.9. At the Procuring Entity's request, Tenderers may be required to provide evidence of the origin of Goods, equipment and services.
- 4.2 Any goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

5. Tenderer's Responsibilities

- 5.1 The tenderer shall bear all costs associated with the preparation and submission of his/her tender, and the Procuring Entity will in no case be responsible or liable for those costs.
- 5.2 The tenderer, at the tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the tenderer's own expense.
- 5.3 The Tenderer and any of its personnel or agents will be granted permission by the Procuring Entity to enter upon its premises and lands for the purpose of such visit. The Tenderer shall indemnify the Procuring Entity against all liability arising from death or personal injury, loss of or damage to property, and any other losses and expenses incurred as a result of the inspection.
- 5.4 The tenderer shall provide in the Form of Tender and Qualification Information, a preliminary description of the proposed work method and schedule, including charts, as necessary or required.

A. Contents of Tender Documents

6. Sections of Tender Document

- 6.1 The tender document consists of Parts 1, 2, and 3, which includes all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITT 8.

PART 1 Tendering Procedures

- i) Section I - Instructions to Tenderers (ITT)
- ii) Section II - Tender Data Sheet (TDS)
- iii) Section III - Evaluation and Qualification Criteria
- iv) Section IV - Tendering Forms

PART 2 Works Requirements

- i) Section V - Drawings
- ii) Section VI - Specifications
- iii) Section VII - Bills of Quantities

PART 3 Conditions of Contract and Contract Forms

- i) Section VIII - General Conditions of Contract (GCC)
- ii) Section IX - Special Conditions of Contract (SC)
- iii) Section X - Contract Forms

- 6.2 The Invitation to Tender Document (ITT) issued by the Procuring Entity is not part of the Contract documents.
- 6.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the Tender document, responses to requests for clarification, the minutes of the pre-Tender meeting (if any), or Addenda to the Tender document in accordance with ITT 8. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.
- 6.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document and to furnish with its Tender all information and documentation as is required by the Tender document.

7. Site Visit

- 7.1 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the Site of the Required Services and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for the Services. The costs of visiting the Site shall be at the Tenderer's own expense.

8. Pre-Tender Meeting

- 8.1 The Procuring Entity shall specify in the TDS if a pre-tender meeting will be held, when and where. The Procuring Entity shall also specify in the TDS if a pre-arranged pretender site visit will be held and when. The Tenderer's designated representative is invited to attend a pre-arranged pretender visit of the site of the works. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 8.2 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the TDS before the meeting.
- 8.3 Minutes of the pre-Tender meeting and the pre-arranged pretender site visit of the site of the works, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT 6.3. Minutes shall not identify the source of the questions asked.
- 8.4 The Procuring Entity shall also promptly publish anonymized (*no names*) Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the works at the web page identified in the TDS. Any modification to the Tender Documents that may become necessary as a result of the pre-tender meeting and the pre-arranged pretender site visit, shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 8 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

9. Clarification and amendments of Tender Documents

9.1 Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the TDS or raise its enquiries during the pre-Tender meeting and the pre-arranged pretender visit of the site of the works if provided for in accordance with ITT 8.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the TDS prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender Documents in accordance with ITT 6.3, including a description of the inquiry but without identifying its source. If specified in the TDS, the Procuring Entity shall also promptly publish its response at the web page identified in the TDS. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents appropriately following the procedure under ITT 8.4.

10. Amendment of Tendering Document

10.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tendering document by issuing addenda.

10.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 8.4.

10.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 25.2 below.

B. Preparation of Tenders

11. Cost of Tendering

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

12. Language of Tender

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

13. Documents Comprising the Tender

13.1 The Tender shall comprise the following:

- a) Form of Tender prepared in accordance with ITT 14;
- b) Schedules including priced Bill of Quantities, completed in accordance with ITT 14 and ITT 16;
- c) Tender Security or Tender-Securing Declaration, in accordance with ITT 21.1;
- d) Alternative Tender, if permissible, in accordance with ITT 15;
- e) Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 22.3;
- f) Qualifications: documentary evidence in accordance with ITT 19 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
- g) Conformity: a technical proposal in accordance with ITT 18;
- h) Any other document required in the TDS.

13.2 In addition to the requirements under ITT 11.1, Tenders submitted by a JV shall include a copy of

the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender,

Together with a copy of the proposed Agreement. The Tenderer shall chronologically serialize pages of all tender documents submitted.

- 13.3** The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

14. Form of Tender and Schedules

- 14.1 The Form of Tender and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 20.3. All blank spaces shall be filled in with the information requested.

15. Alternative Tenders

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

16. Tender Prices and Discounts

- 16.1 The prices and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Bill of Quantities shall conform to the requirements specified below.
- 16.2 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Tenderer shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Procuring Entity. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Tender, and provided that the Tender is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive Tenderers will be added to the Tender price and the equivalent total cost of the Tender so determined will be used for price comparison.
- 16.3 The price to be quoted in the Form of Tender, in accordance with ITT 14.1, shall be the total price of the Tender, including any discounts offered.
- 16.4 The Tenderer shall quote any discounts and the methodology for their application in the Form of Tender, in accordance with ITT 14.1.
- 16.5 It will be specified in the TDS if the rates and prices quoted by the Tenderer are or are not subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, except in cases where the contract is subject to fluctuations and adjustments, not fixed price. In such a case, the Tenderer shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Procuring Entity may require the Tenderer to justify its proposed indices and weightings.

- 16.6 Where tenders are being invited for individual lots (contracts) or for any combination of lots (packages), tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 16.4, provided the Tenders for all lots (contracts) are opened at the same time.
- 16.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of Tenders, shall be included in the rates and prices and the total Tender Price submitted by the Tenderer.

17. Currencies of Tender and Payment

- 17.1 Tenderers shall quote entirely in Kenya Shillings. The unit rates and the prices shall be quoted by the Tenderer in the Bill of Quantities, entirely in Kenya shillings. A Tenderer expecting to incur expenditures in other currencies for inputs to the Works supplied from outside Kenya shall devise own ways of getting foreign currency to meet those expenditures.

18. Documents Comprising the Technical Proposal

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

19. Documents Establishing the Eligibility and Qualifications of the Tenderer

- 19.1 Tenderers shall complete the Form of Tender, included in Section IV, Tender Forms, to establish Tenderer's eligibility in accordance with ITT 4.
- 19.2 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract the Tenderer shall provide the information requested in the corresponding information sheets included in Section IV, Tender Forms.
- 19.3 A margin of preference will not be allowed. Preference and reservations will be allowed, individually or in joint ventures. Applying for eligibility for Preference and reservations shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITT 33.1.
- 19.4 Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a contractor or group of contractors qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement process or contract management.
- 19.5 The purpose of the information described in ITT 19.4 above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.
- 19.6 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT 6.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.
- 19.7 All information provided by the tenderer pursuant to these requirements must be complete, current and

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

19.8 If a tenderer fails to submit the information required by these requirements, its tender will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.

19.9 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:

- i) if the procurement process is still ongoing, the tenderer will be disqualified from the procurement process,
- ii) if the contract has been awarded to that tenderer, the contract award will be set aside,
- iii) the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.

19.10 If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 6.7 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error or which was not attributable to the intentional act, negligence or recklessness of the tenderer.

20. Period of Validity of Tenders

20.1 Tenders shall remain valid for the Tender Validity period specified in the TDS. The Tender Validity period starts from the date fixed for the Tender submission deadline (as prescribed by the Procuring Entity in accordance with ITT 24). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

20.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security

20.3 is requested in accordance with ITT 21.1, it shall also be extended for thirty **(30) days** beyond the deadline of the extended validity period. A Tenderer may refuse the request without forfeiting its Tender security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 20.3.

20.4 If the award is delayed by a period exceeding the number of days to be specified in the TDS days beyond the expiry of the initial tender validity period, the Contract price shall be determined as follows:

- a) in the case of **fixed price** contracts, the Contract price shall be the tender price adjusted by the factor specified in the **TDS**;
- b) in the case of **adjustable price** contracts, no adjustment shall be made; or in any case, tender evaluation shall be based on the tender price without taking into consideration the applicable correction from those indicated above.

21. Tender Security

21.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security as specified in the TDS, in original form and, in the case of a Tender Security, in the amount and currency specified in the TDS. A Tender-Securing Declaration shall use the form included in Section IV, Tender Forms.

21.2 If a Tender Security is specified pursuant to ITT 19.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer's option:

- a) an unconditional Bank Guarantee issued by reputable commercial bank); or
- b) an irrevocable letter of credit;

- c) a Banker's cheque issued by a reputable commercial bank; or
- d) another security specified in the TDS,

21.3 If an unconditional bank guarantee is issued by a bank located outside Kenya, the issuing bank shall have a correspondent bank located in Kenya to make it enforceable. The Tender Security shall be valid for thirty (30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT20.2.

21.4 If a Tender Security or Tender-Securing Declaration is specified pursuant to ITT 19.1, any Tender not accompanied by a substantially responsive Tender Security or Tender-Securing Declaration shall be rejected by the Procuring Entity as non-responsive.

21.5 If a Tender Security is specified pursuant to ITT 21.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the Contract and furnishing the Performance Security and any other documents required in the TDS. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined nonresponsive or a bidder declines to extend tender validity period.

21.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security, and any other documents required in the TDS.

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

- e) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender, or any extension thereto provided by the Tenderer; or
- f) if the successful Tenderer fails to:
 - i) sign the Contract in accordance with ITT 50; or
 - ii) Furnish a Performance Security and if required in the TDS, and any other documents required in the TDS.

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

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

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

22 Format and Signing of Tender

22.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 13 and clearly mark it "ORIGINAL". Alternative Tenders, if permitted in accordance with ITT 15, shall be clearly marked "ALTERNATIVE". In addition, the Tenderer shall submit copies of the Tender, in the number specified in the TDS and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

22.2 Tenderers shall mark as "CONFIDENTIAL" all information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

22.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the TDS and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person

signing the Tender.

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

22.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

C. Submission and Opening of Tenders

23. Sealing and Marking of Tenders

23.1 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:

- a) in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as described in ITT 11; and
- b) in an envelope or package or container marked "COPIES", all required copies of the Tender; and
- c) if alternative Tenders are permitted in accordance with ITT 15, and if relevant:
 - i) in an envelope or package or container marked "ORIGINAL - ALTERNATIVE TENDER", the alternative Tender; and
 - ii) in the envelope or package or container marked "COPIES- ALTERNATIVE TENDER", all required copies of the alternative Tender.

The inner envelopes or packages or containers shall:

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

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

24. Deadline for Submission of Tenders

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

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

25. Late Tenders

25.1 The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of tenders, in accordance with ITT 24. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

26. Withdrawal, Substitution, and Modification of Tenders

26.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITT 22.3, (except that withdrawal notices do not require copies). The corresponding

substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- a) prepared and submitted in accordance with ITT 22 and ITT 23 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL", "SUBSTITUTION", "MODIFICATION"; and
- b) received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 24.

26.2 Tenders requested to be withdrawn in accordance with ITT 26.1 shall be returned unopened to the Tenderers.

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

27. Tender Opening

27.1 Except in the cases specified in ITT 23 and ITT 26.2, the Procuring Entity shall publicly open and read out all Tenders received by the deadline, at the date, time and place specified in the TDS, in the presence of Tenderers' designated representatives who chooses to attend. Any specific electronic Tender opening procedures required if electronic Tendering is permitted in accordance with ITT 24.1, shall be as specified in the TDS.

27.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelopes with the corresponding Tender shall not be opened, but returned to the Tenderer. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

27.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.

27.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.

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

27.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and pages of the Bills of Quantities are to be initialed by the members of the tender opening committee attending the opening. The number of representatives of the Procuring Entity to sign shall be specified in the TDS.

27.7 At the Tender Opening, the Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 25.1).

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

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

27.9 The Tenderers' representatives who are present shall be requested to sign the minutes. The omission of a Tenderer's signature on the minutes shall not invalidate the contents and effect of the

minutes. A copy of the tender opening register shall be distributed to all Tenderers upon request.

D. Evaluation and Comparison of Tenders

28. Confidentiality

28.1 Information relating to the evaluation of Tenders and recommendation of contract award shall not be disclosed to Tenderers or any other persons not officially concerned with the Tender process until information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 46.

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

28.3 Notwithstanding ITT 28.2, from the time of tender opening to the time of contract award, if a tenderer wishes to contact the Procuring Entity on any **matter related to the tendering process, it shall do so in writing.**

29. Clarification of Tenders

29.1 To assist in the examination, evaluation, and comparison of the tenders, and qualification of the tenderers, the Procuring Entity may, at its discretion, ask any tenderer for a clarification of its tender, given a reasonable time for a response. Any clarification submitted by a tenderer that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the tenders, in accordance with ITT 33.

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

30. Deviations, Reservations, and Omissions

30.1 During the evaluation of tenders, the following definitions apply:

- a) "Deviation" is a departure from the requirements specified in the tender document;
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tender document; and
- c) "Omission" is the failure to submit part or all of the information or documentation required in the Tender document.

31. Determination of Responsiveness

31.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the tender itself, as defined in ITT 13.

31.2 A substantially responsive Tender is one that meets the requirements of the Tender document without material deviation, reservation, or omission. **A material deviation, reservation, or omission is one that, if accepted, would:**

- a) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
- b) limit in any substantial way, inconsistent with the tender document, the Procuring Entity's rights or the tenderer's obligations under the proposed contract; or
- c) if rectified, would unfairly affect the competitive position of other tenderers presenting substantially responsive tenders.

31.3 The Procuring Entity shall examine the technical aspects of the tender submitted in accordance with ITT 18, to confirm that all requirements of Section VII, Works' Requirements have been met without any material deviation, reservation or omission.

31.4 If a tender is not substantially responsive to the requirements of the tender document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the

material deviation, reservation, or omission.

32. Non-material non-conformities

32.1 Provided that a tender is substantially responsive, the Procuring Entity may waive any non-conformities in the tender.

32.2 Provided that a Tender is substantially responsive, the Procuring Entity may request that the tenderer submit the necessary information or documentation, within a reasonable period, to rectify non-material non-conformities in the tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the tender. Failure of the tenderer to comply with the request may result in the rejection of its tender.

32.3 Provided that a tender is substantially responsive, the Procuring Entity shall rectify quantifiable non-material non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the **TDS**.

33. Arithmetical Errors

33.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

33.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:

- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
- b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, and subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail

33.3 Tenderers shall be notified of any error detected in their bid during the notification of award.

34. Currency provisions

34.1 Tenders will be priced in Kenya Shillings only. Tenderers quoting in currencies other than in Kenya shillings will be determined non-responsive and rejected.

35. Margin of Preference and Reservations

35.1 No margin of preference shall be allowed on contracts for small works.

35.2 Where it is intended to reserve the contract to specific groups under Small and Medium Enterprises, or enterprise of women, youth and/or persons living with disability, who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses/firms belonging to those specified groups are the only ones eligible to tender. Otherwise if not so stated, the invitation will be open to all tenderers.

36. Nominated Subcontractors

36.1 Unless otherwise stated in the **TDS**, the Procuring Entity does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Procuring Entity.

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

36.3 The subcontractor's qualifications shall not be used by the Tenderer to qualify for the Works unless their specialized parts of the Works were previously designated by the Procuring Entity in the **TDS** as can be met by subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the

qualifications of the Specialized Subcontractors proposed by the Tenderer may be added to the qualifications of the Tenderer.

37. Evaluation of Tenders

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

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

- a) price adjustment due to discounts offered in accordance with ITT 16;
- b) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 39;
- c) price adjustment due to quantifiable non-material non-conformities in accordance with ITT 30.3; and
- d) any additional evaluation factors specified in the TDS and Section III, Evaluation and Qualification Criteria.

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

37.4 In the case of multiple contracts or lots, Tenderers shall be allowed to tender for one or more lots and the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the **Form of Tender, is specified in Section III, Evaluation and Qualification Criteria.**

38. Comparison of Tenders

38.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 38.2 to determine the Tender that has the lowest evaluated cost.

39. Abnormally Low Tenders

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

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

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

40. Abnormally High Tenders

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

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

- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget

considerations.

- ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case maybe.

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

41. Unbalanced and/or Front-Loaded Tenders

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

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

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

42. Qualifications of the Tenderer

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

42.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 19. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the Tender document), or any other firm(s) different from the Tenderer.

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

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

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

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

43. Best Evaluated Tender

- 43.1 Having compared the evaluated prices of Tenders, the Procuring Entity shall determine the Best Evaluated Tender. The Best Evaluated Tender is the Tender of the Tenderer that meets the Qualification Criteria and whose Tender has been determined to be:
- a) Most responsive to the Tender document; and
 - b) the lowest evaluated price.

44. Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders.

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

E. Award of Contract

45. Award Criteria

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

46. Notice of Intention to enter into a Contract

- 46.1 Upon award of the contract and Prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter into a Contract / Notification of award to all tenderers which shall contain, at a minimum, the following information:
- a) the name and address of the Tenderer submitting the successful tender;
 - b) the Contract price of the successful tender;
 - c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in (c) above already reveals the reason;
 - d) the expiry date of the Standstill Period; and
 - e) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

47. Standstill Period

- 47.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of **14 days** to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.
- 47.2 Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter **into a Contract with the successful Tenderer**.

48. Debriefing by the Procuring Entity

- 48.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 46, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.
- 48.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending **such a debriefing meeting**.

49. Letter of Award

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

50. Signing of Contract

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

51. Appointment of Adjudicator

- 51.1 The Procuring Entity proposes the person named in the TDS to be appointed as Adjudicator under the Contract, at the hourly fee specified in the TDS, plus reimbursable expenses. If the Tenderer disagrees with this proposal, the Tenderer should so state in his Tender. If, in the Letter of Acceptance, the Procuring Entity does not agree on the appointment of the Adjudicator, the Procuring Entity will request the Appointing Authority designated in the Special Conditions of Contract (SCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.

52. Performance Security

- 52.1 Within twenty-one (**21**) days of the receipt of the **Letter of Acceptance** from the Procuring Entity, the successful Tenderer shall furnish the Performance Security and, any other documents required in the TDS, in accordance with the General Conditions of Contract, subject to ITT 40.2 (b), using the Performance Security and other Forms included in Section X, Contract Forms, or another form acceptable to the Procuring Entity. A foreign institution providing a bank guarantee shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent bank is not required.
- 52.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security and other documents required in the TDS, or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.
- 52.3 Performance security shall not be required for contracts estimated to cost **less than** Kenya shillings five million shillings.

53. Publication of Procurement Contract

- 53.1 Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:
- a) name and address of the Procuring Entity;
 - b) name and reference number of the contract being awarded, a summary of its scope and the selection method used;
 - c) the name of the successful Tenderer, the final total contract price, the contract duration.
 - d) dates of signature, commencement and completion of contract;
 - e) names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

54. Procurement Related Complaints

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

SECTION II-TENDER DATA SHEET (TDS)

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

A. General	
	<p>The name of the contract: PROPOSED CONSTRUCTION OF CHEPKOSA-TILANGOK BRIDGE</p> <p>The reference number of the contract is: CGB/DRPWT/BRG/001/2025-2026</p>
	The information made available on competing firms is as follows: As indicated in ITT and qualification criteria
	The firms that provided consulting services for the contract being tendered for are: NA
	Maximum number of members in the joint venture (JV) shall be: None
B. Contents of Tender Document	
	<p>1. The tenderer will submit any request for clarification in writing at the address: The Chief Officer, ROADS, PUBLIC WORKS AND TRANSPORT COUNTY GOVERNMENT OF BOMET- P.O.BOX 19-20400 BOMET BOMET</p> <p>2. To reach the procuring entity not later than Friday 30th January 2026.</p> <p>2. The procuring entity will publish its responses at the website: https://www.bomet.go.ke</p>
	A pre- arranged pretender site visit shall take place on Thursday 29th Janaury 2026 at 9:00 am. Bidders are asked to assemble outside the department of Roads, Public works and Transport at 9:00 am for further directions and a site visit certificate shall be issued thereafter.
ITT 9.1	For Clarification of Tender purposes, for obtaining further information and for purchasing tender documents, the Procuring Entity's address is:
	<p>The Chief Officer,</p> <p>Department of Roads, Public works and transport</p> <p>P.O.BOX19-20400</p> <p>BOMET</p> <p>e-mail address:cgbprocurement@gmail.com</p>

1 C. Preparation of Tenders

ITP 13.1
(h)

The Tenderer shall submit the following additional documents in its Tender: *[list any additional document not already listed in ITT 13.1 that must be submitted with the Tender. The list of additional documents should include the following:]*

- Tender security/ Bid bond of **Kshs.2% of contract sum** in form of Bank guarantee or insurance company registered and licensed by insurance Regulatory Authority or any other financial institution approved and licensed by the central bank of Kenya as per the form and format provided in the bid document and should be valid for **120 days**.
- Certified Registration/Incorporation certificate.
- Certified CR 12 to show directorship of the company.
- Certified Valid Tax compliance certificate.
- Certified certificate of Registration with National Construction Authority for building works -**NCA 5** and above.
- Certified valid practicing NCA license for building works.
- Duly filled and Certified form of specific construction experience (**2 No. completed projects of similar nature of at least Kshs.25 Million** in the last ten years).
- Valid Single Business Permit/Trade license from any Government entity.
- Certified Power of Attorney.
- Duly filled and signed form of Tender.
- Duly filled and signed appendix to form of Tender
- Properly filled, signed and stamped mandatory Confidential Business Questionnaire.
- Properly filled, signed and stamped mandatory Bill of Quantities.
- Duly filled confidential business questionnaire (attach CR 12 to confirm Directors)
- Duly filled declaration form.
- Proof of major items of construction equipment owned or leased;
- CV's and copies of qualification certificates of key site management and technical personnel proposed for the Contract;
- Audited accounts for the last Three years (**2022,2023,2024**) all the pages must be initialised and stamped by both a practising Auditor registered with ICPAK and one of the Directors
- Bank statements for the last six months. The statements must be certified by the issuing bank on all pages
- A pre-tender site visit certificate
- Presentation of a well bound and properly paginated tender document (including the attachments).
- Compliance with submission both online through the IFMIS system and manually where **1No. hard copy** must be submitted.

	<ul style="list-style-type: none"> Any other condition stipulated in the tender document.
ITT 15.1	Alternative Tenders [<i>"shall not be"</i>] considered.
ITT 15.2	Time for completion of the works shall be 6 months.
ITT 15.4	Alternative technical solutions shall be permitted for the following parts of the Works: Not be permitted
ITT 16.5	The prices quoted by the Tenderer shall be: fixed
ITT 22.1	The Tender validity period shall be 120 days.
ITT 21.3 (a)	<p>The Number of days beyond the expiry of the initial tender validity period will not be applicable. The Tender price shall be adjusted by the following percentages of the tender pence:</p> <p>(i) By <i>N/A 0% of the local currency portion of the Contract price adjusted to reflect local inflation during the period of extension,</i></p> <p><i>and</i></p> <p>(ii) By <i>N/A 0% the foreign currency portion of the Contract price adjusted to reflect the international inflation during the period of extension.</i></p>

ITT 21.1	Tender Security <i>shall be required</i> . Tender-Securing Declaration <i>shall be required</i> . If a Tender Security shall be required, the amount and currency of the Tender Security shall be <i>5% of the quoted amount</i>
ITT 21.9	The Procuring Entity will declare the Tenderer ineligible to be awarded contracts by the Procuring Entity for a period of (2) years <i>in the event of false declaration</i> .
ITT 22.1	In addition to the original of the Tender, the number of copies is: 1
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer for this tender shall consist of: <i>written power of attorney drawn by a commissioner of oaths</i>

D. Submission and Opening of Tenders

ITT 24.1	<p>1. For <u>Tender submission purposes</u> only, the Procuring Entity's address is as per ITT 9.1 above</p> <p>2. Date and time for submission of Tenders: Thursday 5th February 2026 AT 11:00 AM.</p> <p>3. Tenderers shall submit tenders electronically through IFMIS and deposit hard copies in the tender box designated</p>
ITT 27.1	<p>The Tender opening shall take place at the time and the address for Opening of Tenders provided below:</p> <p>(1) Name of Procuring Entity: COUNTY GOVERNMENT OF BOMET-P.O.BOX 19-20400 BOMET</p> <p>(2) Physical address for the location (COUNTY PROCUREMENT HQS NEXT TO COUNTY TREASURY)</p>
ITT 27.6	Members will initialize the form of tender, tender security, Summary Page of the BOQ and the Cover Page.

Evaluation, and Comparison of Tenders

ITT 32.3	The adjustment shall be based on the <i>AVERAGE</i> price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate. N/A
ITT 35.2	The invitation to tender is extended to the following groups that qualify for reservations <i>(These groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be; describe precisely which groups qualify).</i>
ITT 36.1	At this time, the Procuring Entity <i>DOES NOT INTEND</i> to execute certain specific parts of the Works by subcontractors selected in advance.

ITT 36.2	Contractor's may propose subcontracting: Maximum percentage of subcontracting permitted is: <i>% of the total contract amount</i> . Tenderers planning to subcontract more than GOK of
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	total volume of work shall specify, in the Form of Tender, the activity(ies) or parts of the Works to
	be subcontracted along with complete details of the subcontractors and their qualification and experience. N/A
ITT 36.3	<p>The parts of the Works for which the Procuring Entity permits Tenderers to propose Specialized Subcontractors are designated as follows: <u>NA</u></p> <p>For the above-designated parts of the Works that may require Specialized Subcontractors, the relevant qualifications of the proposed Specialized Subcontractors will be added to the qualifications of the Tenderer for the purpose of evaluation. N/A</p>
ITT 37.2 (d)	Additional requirements apply. These are detailed in the evaluation criteria in Section III, Evaluation and Qualification Criteria. N/A
	<p>The procedures for making a Procurement-related Complaint are available from the PPRA website info@ppra.go.ke or complaints@ppra.go.ke. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:</p> <p>The The Chief Officer, COUNTY GOVERNMENT OF BOMET- P.O.BOX 19-20400 BOMET BOMET</p> <p>e-mail address: cgbprocurement@gmail.com</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <p>(i) the terms of the Tender Documents; and the Procuring Entity's decision to award the contract.</p>

Section III - Evaluation and Qualification Criteria

1 General Provisions

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

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

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

Evaluation and contract award Criteria

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

Preliminary examination for Determination of Responsiveness.

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements of

—Part 2 – Procuring Entity's Works Requirements, including checking for tenders with unacceptable errors, abnormally low tenders, abnormally high tenders and tenders that are front loaded. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered irresponsible and will not be considered further.

Item No	Qualification subject	Qualification requirement
1	Nationality	Nationality in accordance with ITT 3.6
2	Tax Obligations for Kenyan Tenderers	Has produced a current tax clearance certificate or tax exemption certificate issued by Kenya Revenue Authority in accordance with ITT 3.14.
3	Conflict of Interest	Conflict of Interest
4	PPRA Eligibility	Not having been declared ineligible by the PPRA as described in ITT 3.7
5	State-owned Enterprise	Meets conditions of ITT 3.8
6	History of Non-Performing Contracts	Non-performance of a contract did not occur as a result of contractor default since 1st January [2022]

Item No	Qualification subject	Qualification requirement
7	Pending Litigation	Tender's financial position and prospective long-term profitability still sound according to criteria established in 3.1
		and assuming that all pending litigation will NOT be resolved against the Tenderer.
8	Litigation History	No consistent history of court/arbitral award decisions against the Tenderer since 1st January [2021}.
9	Financial Capabilities	<p>(i) (i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow of Kenya Shillings 25 million equivalent working capital. Bank statement(s) and a current commitment letter from financial institution for works below KShs. 40 million</p> <p>(ii) (ii) The Tenderers shall also demonstrate, to the satisfaction of the Procuring Entity, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments</p> <p>(iii) The audited balance sheets or, if not required by the laws of the Tenderer's country, other financial statements acceptable to the Procuring Entity, for the last [3 years} years shall be submitted and must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability.</p>
10	Average Annual Construction Turnover	Minimum average annual construction turnover of Kenya Shillings KShs. 50 million [Fifty Million], calculated as total certified payments received for contracts in progress or completed, within the last two (2) years calculated as total certified payments received for contracts in progress and/or completed within the last (2) years
11	Specific Construction & contract Management Experience	At least (2No.) of contract(s) of a similar nature executed within Kenya, or the East African Community or abroad, that have been satisfactorily and substantially completed as a prime contractor, or joint venture member or sub-contractor each of minimum value Kenya shillings Kshs. 25 million.

Tender Evaluation (ITT 35) Price evaluation:

In addition to the criteria listed in ITT 35.2 (a) – (c) the following criteria shall apply:

- i) **Alternative Completion Times**, if permitted under ITT 13.2, will be evaluated as follows: **N/A**
- ii) **Alternative Technical Solutions** for specified parts of the Works, if permitted under ITT 13.4, will be evaluated as follows: **N/A**
- iii) **Other Criteria**; if permitted under ITT 35.2(d): **N/A**

Multiple Contract

Multiple contracts will be permitted in accordance with ITT 35.4. Tenderers are evaluated on basis of Lots and the lowest evaluated tenderer identified for each Lot. The Procuring Entity will select one Option of the two Options listed below for award of Contracts.

OPTION 1

- i) If a tenderer wins only one Lot, the tenderer will be awarded a contract for that Lot, provided the tenderer meets the Eligibility and Qualification Criteria for that Lot.
- ii) If a tenderer wins more than one Lot, the tenderer will be awarded contracts for all won Lots, provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the Lots. The tenderer will be awarded the combination of Lots for which the tenderer qualifies and the others will be considered for award to second lowest tenderers.

OPTION 2

The Procuring Entity will consider all possible combinations of won Lots [contract(s)] and determine the combinations with the lowest evaluated price. Tenders will then be awarded to the Tenderer or Tenderers in the combinations provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the won Lots.

Alternative Tenders (ITT 13.1)

An alternative if permitted under ITT 13.1, will be evaluated as follows:

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

Margin of Preference is not applicable

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

- a) In case the tender was subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required.
- b) The tenderer shall be subjected to post -qualification (Due Diligence

QUALIFICATION FORM SUMMARY

Item No.	Qualification Subject	Qualification Requirement	Document To be Completed by Tenderer	For Procuring Entity 's Use (Qualification met or Not Met)
1	Nationality	Nationality in accordance with ITT 3.6	Forms ELI – 1.1 and 1.2, with attachments	<i>Met or not met</i>
2	Tax Obligations for Kenyan Tenderers	Has produced a current tax clearance certificate or tax exemption certificate issued by Kenya Revenue Authority in accordance with ITT 3.14.	Attachment	<i>Met or not met</i>
3	Conflict of Interest	No conflicts of interest in accordance with ITT 3.3	Form of Tender	<i>Met or not met</i>
4	PPRA Eligibility	Not having been declared ineligible by the PPRA as described in ITT 3.7	Form of Tender	<i>Met or not met</i>
5	State- owned Enterprise	Meets conditions of ITT 3.8	Forms ELI – 1.1 and 1.2, with attachments	<i>Met or not met</i>
6	Goods, equipment and services to be supplied under the contract	To have their origin in any country that is not determined ineligible under ITT 4.1	Forms ELI – 1.1 and 1.2, with attachments	<i>Met or not met</i>
7	History of Non-Performing Contracts	Non-performance of a contract did not occur as a result of contractor default since 1 st January 2023	Form CON-2	<i>Met or not met</i>
8	Suspension Based on Execution of Tender/Proposal Securing Declaration by the Procuring Entity	Not under suspension based on execution of a Tender/Proposal Securing Declaration pursuant to ITT 19.9	Form of Tender	<i>Met or not met</i>
9	Pending Litigation	Tender's financial position and prospective long-term profitability still sound according to criteria established in 3.1 and assuming that all pending litigation will NOT be resolved against the Tenderer.	Form CON – 2	<i>Met or not met</i>
10	Litigation History	No consistent history of court/arbitral award decisions against the Tenderer since 1 st January [2023].	Form CON – 2	<i>Met or not met</i>
11	Financial Capabilities	(i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as Kenya Shillings 25,000,000.00 equivalent for the subject contract(s) net of the Tenderer's other commitments. (ii) The Tenderers shall also demonstrate, to the satisfaction of the Procuring Entity, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.	Form FIN – 3.1, with attachments	0-5mks 0-6mks

		(iii) The audited balance sheets or, if not required by the laws of the Tenderer's country, other financial statements acceptable to the Procuring Entity, for the last [3] years shall be submitted and must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability. <i>Attach evidence in form of letter from bank, overdraft facility, current bank statements for the last 6 months)</i>		0-4mks
12	Average Annual Construction Turnover	Construction turnover of Kenya Shillings 50,000,000.00 , equivalent calculated as total certified payments received for contracts in progress and/or completed within the last 3 years, divided by 3 years <i>Attach evidence in form of audited accounts serialized on every page ; duly signed and stamped by a registered auditor /audit firm (ICPAK REGISTERED)</i>	Form FIN – 3.2	0-10mks
13	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last 3 years, starting 1 st January 2022.	Form EXP – 4.1	0-5mks
14	Specific Construction & Contract Management Experience	Two 2 similar contracts specified below that have been satisfactorily and substantially completed as a prime contractor, joint venture member, management contractor or sub-contractor between 1st January 2018 and tender submission deadline i.e.2 (contracts, each of minimum value Kenya shillings..... 25,000,000.00 <i>equivalent.</i> [Bidders shall attach copies of the following: a) Letters of Award or, Signed Contract and Completion Certificate for the respective projects. Or If project is ongoing it must be at least 80% complete. Bidder to attach copies of interim payment certificates The similarity of the contracts shall be based on the following: <i>[Based on Section VII, Scope of Works, specify the minimum key requirements in terms of physical size, complexity, construction method, technology and/or other characteristics including part of the requirements that maybe met by specialized subcontractors, if permitted in accordance with ITT 34.3]</i>	Form EXP 4.2(a) -Each projects of contract price OF Ksh 25,000,000 - 5mks Each -Two projects of similar nature -6 mks Each	-10mks -12mks
	Equipment			
15	Contractor's key equipment	<ol style="list-style-type: none"> 1. Pick up (2 tone)– Two (2) 2. Low loader (12Hp and above)-1no. 3. Mobile concrete mixer (2) 4. Two tool mobile compressor (2) 5. Tippers (2) 	Form EQU: Equipment	2 mks 2 mks 2 mks 2 mks 2 mks

The Pass mark for Technical Evaluation will be 70%. Candidates that will have attained those points will have their financial QUOTATIONS evaluated.

Stage Three: Financial Evaluation

The bidder with the lowest evaluated financial proposal will be recommended for the award of the contract.
In case of discrepancy between unit price and total, the unit price shall prevail.

c) If there is a tie on the lowest quoted price between two firms, the firm with the highest technical points will be recommended for award.

SECTION IV - TENDERING FORMS

QUALIFICATION FORMS

TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE Form

EQU: EQUIPMENT.

FORM PER -1.FORM

PER-2.

TENDERERS QUALIFICATION WITHOUT PRE-QUALIFICATION.

6.1 FORM ELI-1.1.

6.2 FORM ELI-1.2.

6.3 FORM CON -2.

6.4 FORM FIN -3.1.

6.5 FORM FIN -3.2.

6.6 FORM FIN -3.3.

6.7 FORM FIN -3.4.

6.8 FORM EXP -4.1.

6.9 FORM EXP - 4.2(a).

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

6.10 FORM EXP -4.2 (b).

OTHER FORMS

FORM OF TENDER.

FORM OF TENDER SECURITY - DEMAND BANK GUARANTEE.FORM

OF TENDER SECURITY (TENDER BOND).

FORM OF TENDER-SECURING DECLARATION.

APPENDIX TO TENDER.

TECHNICAL PROPOSAL FORMS

Site Organization.

Method Statement.

Mobilization Schedule.

Construction Schedule.

QUALIFICATION FORMS

FORM EQU: EQUIPMENT

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment Owned Rented Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Tenderer.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

1 FORMPER-1 Contractor's Representative and Key Personnel Schedule

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

Contractor' Representative and Key Personnel

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

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

2 **FORM PER-2: Resume and Declaration - Contractor's Representative and Key Personnel.**

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

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

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

Declaration

I, the undersigned *[insert either "Contractor's Representative" or "Key Personnel" as applicable]*, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

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

Commitment	Details
Commitment to duration of contract:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>

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

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

Name of Contractor's Representative or Key Personnel: *[insert name]*

Signature: _____

Date: (day month year):

Signature of authorized representative of the Tenderer

Signature of authorized representative of the Tenderer:

Signature: _____ Date: (day month

year): _____

3 TENDERERS QUALIFICATION WITHOUT PRE-QUALIFICATION

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

FORM ELI -1.1 Tenderer Information Form

Date: _____ ITT No. and title: _____

Tenderer's name
In case of Joint Venture (JV), name of each member:
Tenderer's actual or intended country of registration: <i>[Indicate country of constitution]</i>
Tenderer's actual or intended year of incorporation:
Tenderer's legal address [in country of registration]:
Tenderer's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____

1. Attached are copies of original documents of
 - ☐ Articles of incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 3.6
 - ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.5
 - ☐ In case of state-owned enterprise or institution, in accordance with ITT 3.8, documents establishing:
 - Legal and financial autonomy
 - Operation under commercial law
 - Establishing that the Tenderer is not under the supervision of the Procuring Entity
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

FORM ELI -1.2 Tenderer's JV Information Form

(to be completed for each member of Tenderer's JV)

Date: _____ ITT No. and title: _____

Tenderer's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of registration:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ Email address: _____
<p>1. Attached are copies of original documents of</p> <p><input type="checkbox"/> Articles of incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 3.6</p> <p><input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal or financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 3.8.</p> <p>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</p>

FORM CON – 2 Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer's Name: _____ Date: _____ JV Member's Name _____

_____ ITT No. and title: _____

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria

- ☐ Contract non-performance did not occur since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.
- ☐ Contract(s) not performed since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, requirement 2.1

Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria

- ☐ No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.
- ☐ Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	

Litigation History in accordance with Section III, Evaluation and Qualification Criteria

Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	<p>Contract Identification: [indicate complete contract name, number, and any other identification]</p> <p>Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i></p> <p>Matter in dispute: <i>[indicate main issues in dispute]</i></p> <p>Party who initiated the dispute: <i>[indicate "Procuring Entity" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i></p>	<i>[insert amount]</i>

FORM FIN – 3.1: Financial Situation and Performance

Tenderer's
Name: _____ Date: _____
JV

Member's
Name: _____ ITT No. and
title: _____

5.4.1. Financial Data

*Refer to ITT 15 for the exchange rate

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

Sources of Finance

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

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

Financial documents

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

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

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

FORM FIN – 3.2 Average Annual Construction Turnover

Tenderer's Name: _____ Date: _____ JV Member's Name _____

_____ ITT No. and title: _____

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

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

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

Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Section III, Evaluation and Qualification Criteria

Financial Resources		
No.	Source of financing	Amount (Kenya Shilling equivalent)

FORMFIN – 3.4: Current Contract Commitments / Works in Progress

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

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

Tenderer's Name:_____Date:_____JV Member's Name

_____ITT No. and

title: _____Page_____of_____pages

Starting Year	Ending Year	Contract Identification	Role of Tenderer
		Contract name:_____ Brief Description of the Works performed by the Tenderer:_____ Amount of contract:_____ Name of Procuring Entity:_____ Address: _____	
		Contract name:_____ Brief Description of the Works performed by the Tenderer:_____ Amount of contract:_____ Name of Procuring Entity: _____ Address: _____	
		Contract name:_____ Brief Description of the Works performed by the Tenderer:_____ Amount of contract:_____ Name of Procuring Entity: _____ Address: _____	

Experience

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

Completion date				
Role in Contract	Prime Contractor	Member in JV	Management Contractor	Sub-contractor
Total Contract Amount				
If member in a JV or sub-contractor, specify participation in total Contract amount				
Procuring Entity's Name:				
Telephone/fax number E-mail:				

Description of the similarity in accordance
 with Sub-Factor 4.2(a) of Section III:

1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

Tenderer's Name: _____ Date: _____ Tenderer's JV
 Member Name: _____ Sub-contractor's Name² (as per
 ITT 34): _____
 _____ ITT No. and title:

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

1. Key Activity No One: -

Information																
Contract Identification																
Award date																
Completion date																
Role in Contract	<table border="1"> <tr> <td>Prime Contractor</td> <td>Member in JV</td> <td>Management Contractor</td> <td>Sub-contractor</td> </tr> </table>	Prime Contractor	Member in JV	Management Contractor	Sub-contractor											
Prime Contractor	Member in JV	Management Contractor	Sub-contractor													
Total Contract Amount	Kenya Shilling															
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	<table border="1"> <thead> <tr> <th>Total quantity in the contract (i)</th> <th>Percentage participation (ii)</th> <th>Actual Quantity Performed (i) x (ii)</th> </tr> </thead> <tbody> <tr> <td>Year</td> <td></td> <td></td> </tr> <tr> <td>Year</td> <td></td> <td></td> </tr> <tr> <td>Year</td> <td></td> <td></td> </tr> <tr> <td>Year</td> <td></td> <td></td> </tr> </tbody> </table>	Total quantity in the contract (i)	Percentage participation (ii)	Actual Quantity Performed (i) x (ii)	Year			Year			Year			Year		
Total quantity in the contract (i)	Percentage participation (ii)	Actual Quantity Performed (i) x (ii)														
Year																
Year																
Year																
Year																
Procuring Entity's Name:																
Address:																
Telephone/fax number																
E-mail:																
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:																

2 Activity No. Two 3.

²If applicable

OTHER FORMS

FORM OF TENDER

INSTRUCTIONS TO TENDERERS

- i) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.*
- ii) *All italicized text is to help Tenderer in preparing this form.*
- iii) *Tenderer must complete and sign **CERTIFICATE OF INDEPENDENT TENDER DETERMINATION** and the **SELF DECLARATION OF THE TENDERER** attached to this Form of Tender.*
- iv) *The Form of Tender shall include the following Forms duly completed and signed by the Tenderer.*
 - *Tenderer's Eligibility- Confidential Business Questionnaire*
 - *Certificate of Independent Tender Determination*
 - *Self-Declaration of the Tenderer*

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

Request for Tender No.: ***CGB/DRPWT//BRG/001/2025-2026***

Name and description of Tender ***PROPOSED CONSTRUCTION OF CHEPKOSA-TILANGOK BRIDGE***

Alternative No.: *[insert identification No if this is a Tender for an alternative]*

To: **COUNTY GOVERNMENT OF BOMET-P.O.BOX 19-20400 BOMET**

Dear Sirs,

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

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

The percentage or amount quoted above does not include provisional sums, and only allows not more than two foreign currencies.

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

- with ITT 3 and 4;
- iii) Tender-Securing Declaration: We have not been suspended nor declared ineligible by the

Procuring Entity based on execution of a Tender-Securing or Proposal-Securing Declaration in the Procuring Entity's Country in accordance with ITT 19.8;

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

Name of Recipient	Address	Reason	Amount

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

- xvi) Binding Contract: We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

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

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

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

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

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

Signature of the person named above: [insert signature of person whose name and

capacity are shown above] **Date signed** [insert date of signing] day of [insert month], [insert year]

Date signed _____ day of _____, _____

Notes

* In the case of the Tender submitted by joint venture specify the name of the Joint Venture as Tenderer

** Person signing the Tender shall have the power of attorney given by the Tenderer to be attached with the Tender.

A. TENDERER'S ELIGIBILITY- CONFIDENTIALBUSINESSQUESTIONNAIRE

Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

(a) Tenderer's details

	ITEM	DESCRIPTION
	Name of the Procuring Entity	
	Reference Number of the Tender	
	Date and Time of Tender Opening	
	Name of the Tenderer	
	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
	Current Trade License Registration Number and Expiring date	
	Name, country and full address (<i>postal and physical addresses, email, and telephone number</i>) of Registering Body/Agency	
	Description of Nature of Business	
	which	
10	State if Tenders Company is listed in stock exchange, give name and full address (<i>postal and physical addresses, email, and telephone number</i>) of state which stock exchange	

General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full _____ Age _____

Nationality

Country of Origin

Citizenship

c) Partnership, provide the following details.

	Names	Nationality	Citizenship	

d) Registered Company, provide the following details.

i) Private or public Company

ii) State the nominal and issued capital of the Company

Nominal Kenya Shillings (Equivalent)

.....Issu
ed

Kenya Shillings (Equivalent).....

iii) Give details of Directors as follows.

[illegible]

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

- i) Are there any person/persons in **COUNTY GOVERNMENT OF BOMET-P.O.BOX 19-20400 BOMET** who has/have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

	Names of Person	Designation in the Procuring Entity	

ii) Conflict of interest disclosure

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

7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

f) Certification

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

Full Name _____

title or

Designation _____

T

(Signature)

(Date)

B. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the **COUNTY GOVERNMENT OF BOMET-P.O.BOX 19-20400 BOMET** for: **PROPOSED CONSTRUCTION OF CHEPKOSA-TILANGOK BRIDGE, TENDER NUMBER: CGB/DRPWT/BRG/001/2025-2026**

response to the request for tenders made by: _____ [Name of Tenderer] do hereby make the following statements that I certify to be true and complete in every respect:

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

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

Name _____ Title _____ Date _____

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

C. SELF - DECLARATION FORMS

FORM SD1

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

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

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of
..... (*insert name of the Company*) who is a Bidder in

respect of **PROPOSED CONSTRUCTION OF CHEPKOSA-TILANGOK BRIDGE, TENDER
NUMBER: CGB/DRPWT/BRG/001/2025-2026** for **COUNTY GOVERNMENT OF BOMET-P.O.BOX
19-20400**

BOMET and duly authorized
and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from
participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

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

Bidder Official Stamp

FORM SD2

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

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of
(insert

name of the Company) who is a Bidder in respect of **PROPOSED CONSTRUCTION OF
CHEPKOSA-TILANGOK BRIDGE , TENDER NUMBER: CGB/DRPWT/BRG/001/2025-
2026 for COUNTY GOVERNMENT OF BOMET-P.O.BOX 19-20400 BOMET** and
duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of **COUNTY GOVERNMENT OF BOMET-P.O.BOX 19-20400 BOMET** which is the Procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of **COUNTY GOVERNMENT OF BOMET-P.O.BOX 19-20400 BOMET**
4. THAT the aforesaid Bidder will not engage /has not engaged in any corruptive practice with other bidders participating in the subject tender
5. THAT what is deposed to herein above is true to the best of my knowledge information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

Ido hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....
Sign.....

Position.....
.....

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

E-mail.....
...

Name of the
Firm/Company.....

Date.....(Company Seal/
Rubber

Stamp where applicable)

Witness

Name Sign.....

Date.....

D. APPENDIX 1- FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

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

3. Requirements

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

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

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

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

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
 - i) —corrupt practice is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

- ii) —fraudulent practice¹ is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii) —collusive practice¹ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv) —coercive practice¹ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v) —obstructive practice¹ is:
 - deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
- "fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal for award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
 - e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
 - f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a —Self-Declaration Form¹ as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices

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

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

Beneficiary: _____

Request for Tenders No: _____

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

1. We have been informed that _____ (hereinafter called "the Applicant") has submitted
or will submit to the Beneficiary its Tender (hereinafter called "the Tender") for the execution of

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

[signature(s)]

[The Surety shall fill in this Tender Bond Form in accordance with the instructions indicated.]

BOND NO. _____

1. BY THIS BOND [name of tenderer] as Principal (hereinafter called —the Principall), and [name, legal title, and address of surety], **authorized to transact business in Kenya**, as Surety (hereinafter called “the Surety”), are held and firmly bound unto **COUNTY GOVERNMENT OF BOMET- P.O.BOX 19-20400 BOMET** as Obligee (hereinafter called —the Procuring Entity) in the sum of [amount of Bond][amount in words], for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Principal has submitted or will submit a written Tender to the Procuring Entity dated the _____ day of _____,

2022, for the supply of **PROPOSED CONSTRUCTION OF CHEPKOSA-TILANGOK BRIDGE**,
TENDER NUMBER: CGB/DRPWT/BRG/001/2025-2026 (hereinafter called the “Tender”).

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

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

4. The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 30 days after the date of expiration of the Tender Validity Period set forth in the Principal's Letter of Tender or any extension thereto provided by the Principal.
5. IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this _____ day of _____ 20_____.

Principal: _____ Corporate Surety Seal (where appropriate)
:

(Signature)

(Printed name and title)

(Signature)

(Printed name and title)

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

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

Tender No **CGB/BRG/001/2025-2026**

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

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

Signed Capacity / title
(director

or partner or sole proprietor, etc.)
Name:

..... Duly authorized to

sign the bid for and on behalf of: *[insert complete name of Tenderer]*

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

Summary of currencies of the Tender for **[PROJ_NAME]**

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

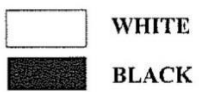

PART II - WORK REQUIREMENTS

Section V - Drawings

A list of drawings should be inserted here. The actual drawings including Site plans should be annexed in a separate booklet.

A list of drawings:

- Carriage ways grading dimensions
- Mitre drains cross sections
- Scour checks made of woods stakes/ stones
- Section of masonry scour checks
- Section of concrete scour checks
- Culvert types and sections
- Stone pitching and quantity tables
- Concrete slab sections
- Template sign board

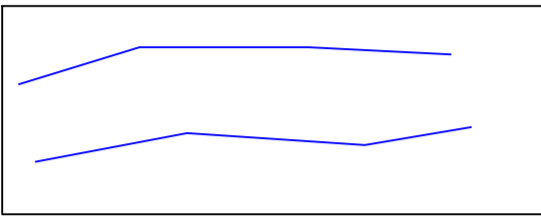


NOTES

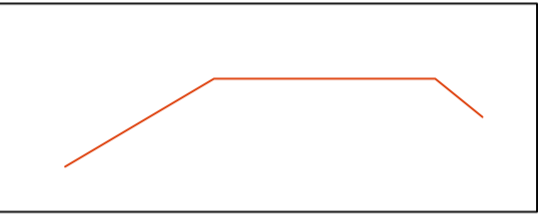
1. The wording of the project sign board and the location to be as directed by the Engineer.
2. Materials to be used for fabrication of signboard shall be pressure impregnated treated softwood timber
3. Wording board posts to be attached to the posts with galvanised nails
4. Project board posts and struts to be embedded in concrete class 20/20(1:2:4)

CHEPKOSA - TILANGOK BRIDGE TOPOGRAPHICAL MAP

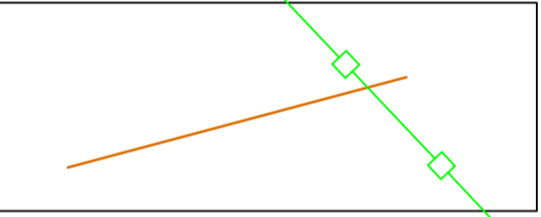
LEGEND



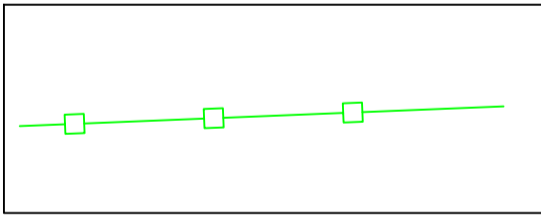
River Edge



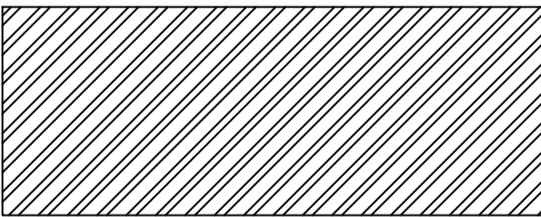
Major contour



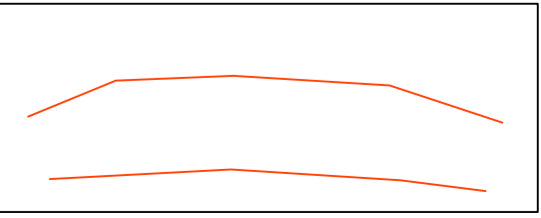
Minor contour



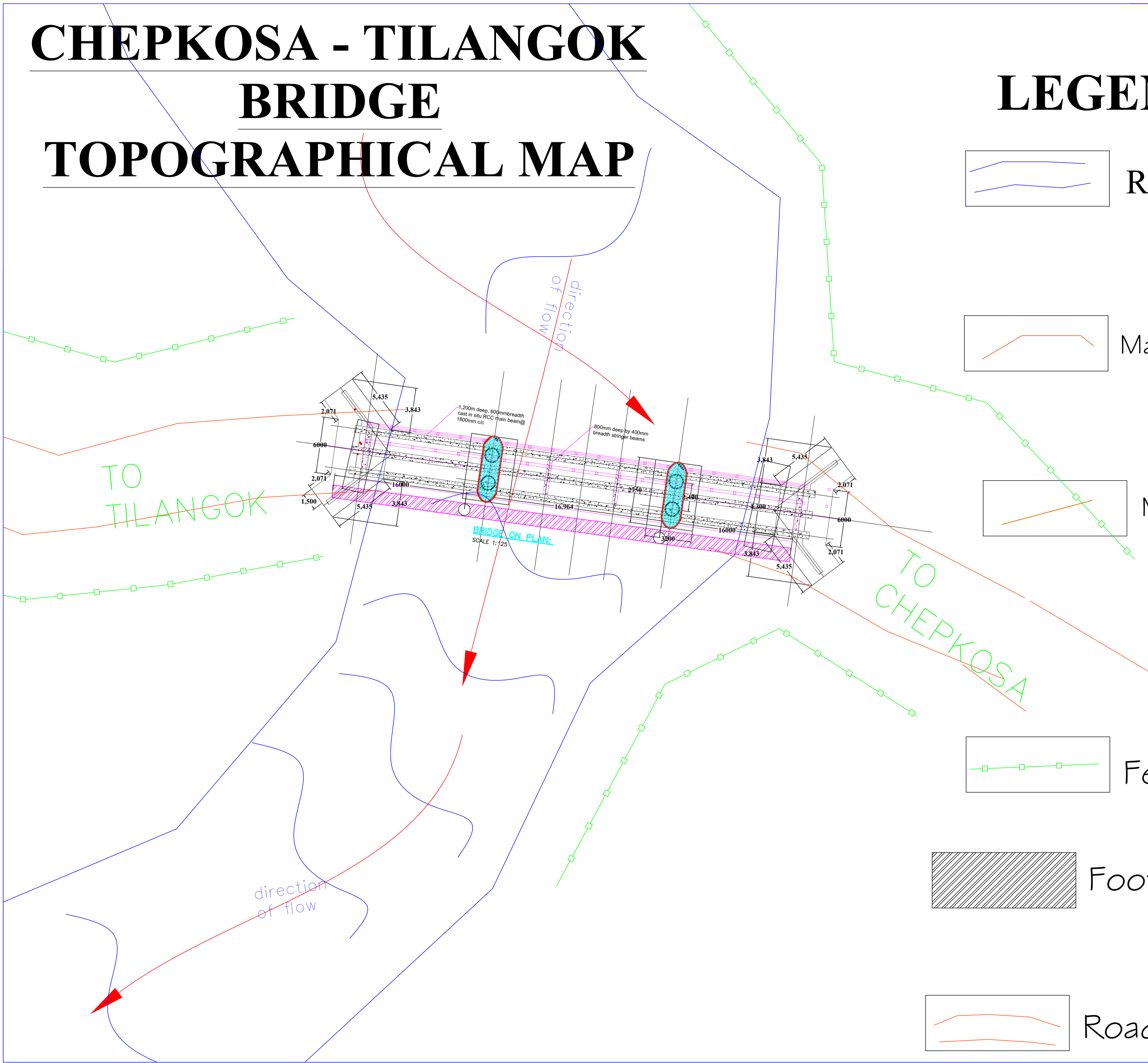
Fence



Footbridge



Road Edge



NOTES

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- Cover to main reinforcement to be as follows:
(a) Foundation = 75mm
(b) Columns = 40mm
(c) Beams = 30mm
(d) Slabs = 20mm
- "T" Denotes ribbed bars high yield bars to BS 4461.
"R" Denotes round mild steel bars to BS 4449.
- Reinforcement in walls and columns must be inspected by the Engineer before being enclosed in the form-work.
- The setting out data and levels of all structures to be checked and approved by bridge engineer prior to any construction work.
- All foundations levels shown are tentative and will be required to be founded at a level and in a stratum to be determined on site by the bridge engineer
- All excavations shall be to the lines and depths directed by the bridge engineer prior to any construction work including laying of blinding.
- filling for structure shall be of selected material, as directed by the engineer brought up in horizontal layers not exceeding 150mm compacted thickness, each layer shall be thoroughly mixed, watered and dried as necessary and compacted to a minimum dry density of 35% m.o.d

REVISIONS

Date	Suffix	Descriptions

REPUBLIC OF KENYA



COUNTY GOVERNMENT OF BOMET

PROJECT

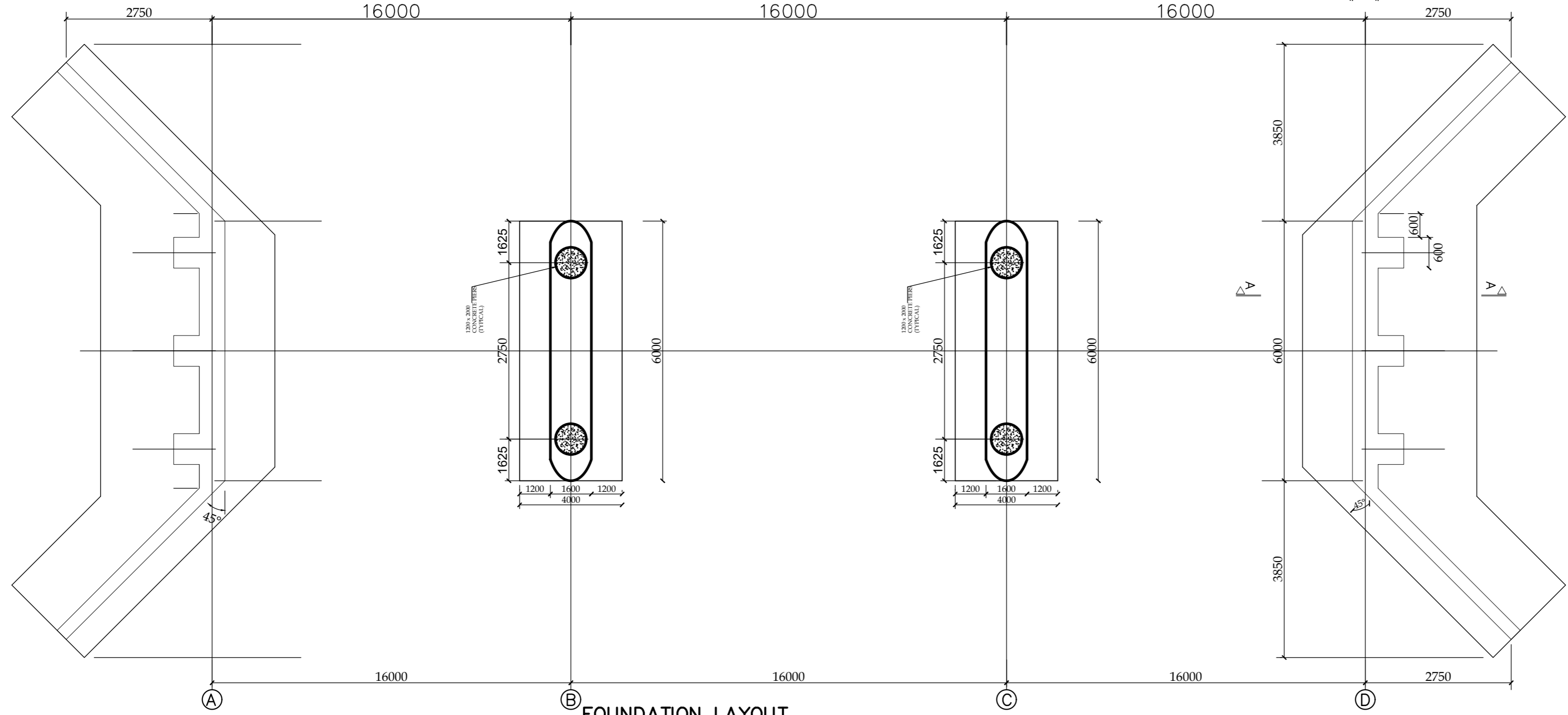
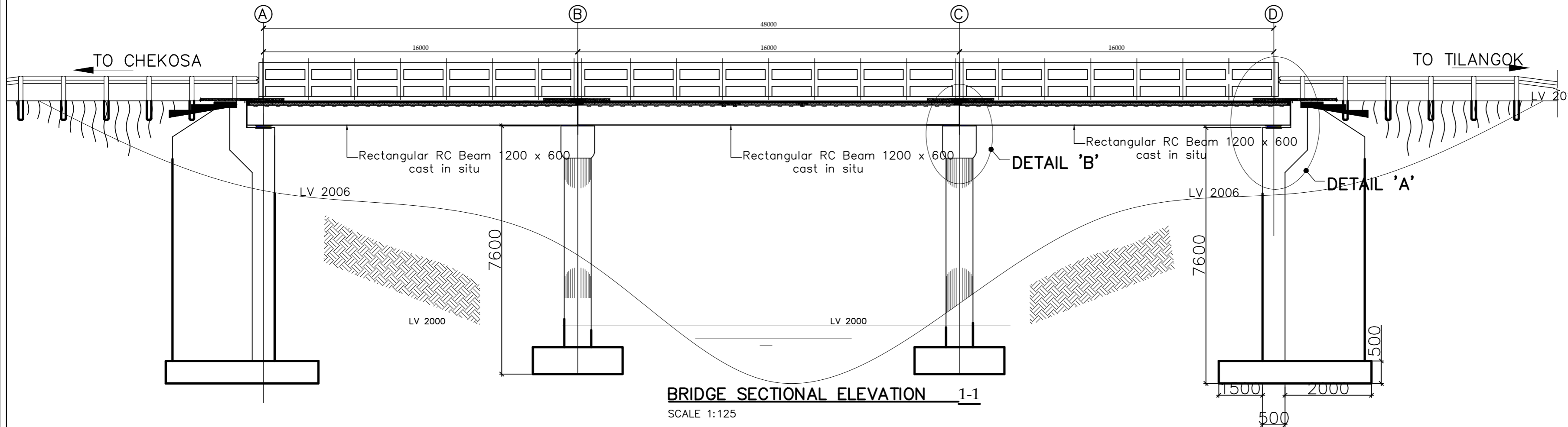
CONSTRUCTION OF CHEPKOSA -
TILANGOK BRIDGE IN
CHEBUNYO-SIGOR WARDS

TITLE

TOPOGRAPHICAL AND LAYOUT
DETAILS

Drawn	K.Ng'eno.	Scale(s)	As shown
Designed	K.Ng'eno.	Date	AUG 2024
Checked	K.Ng'eno.	Date	AUG 2024
Approved		Date	

JOB No. 02 - 2024 DRG No. 01



NOTES

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REVISIONS

Date	Suffix	Descriptions

REPUBLIC OF KENYA



COUNTY GOVERNMENT OF BOMET

PROJECT

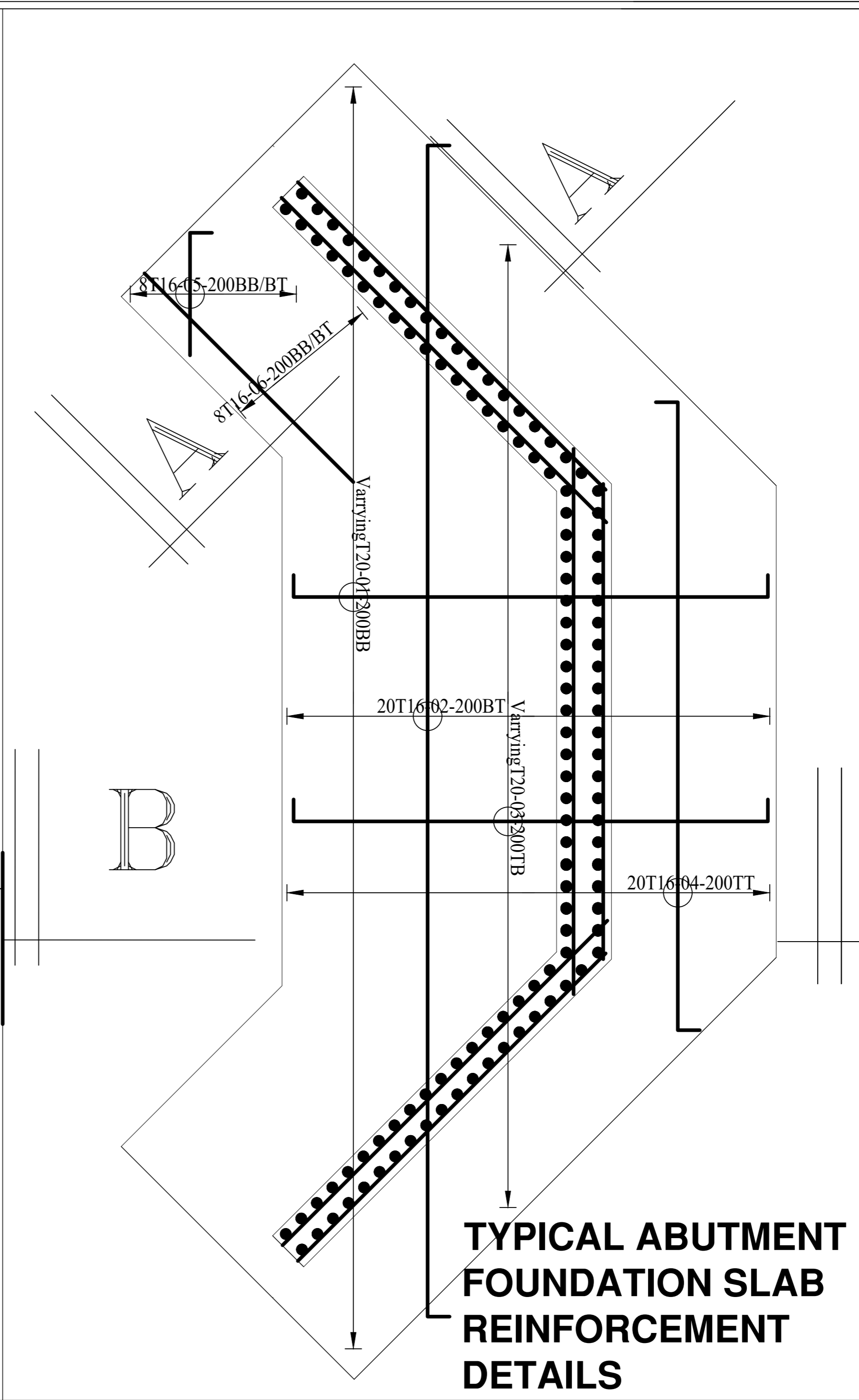
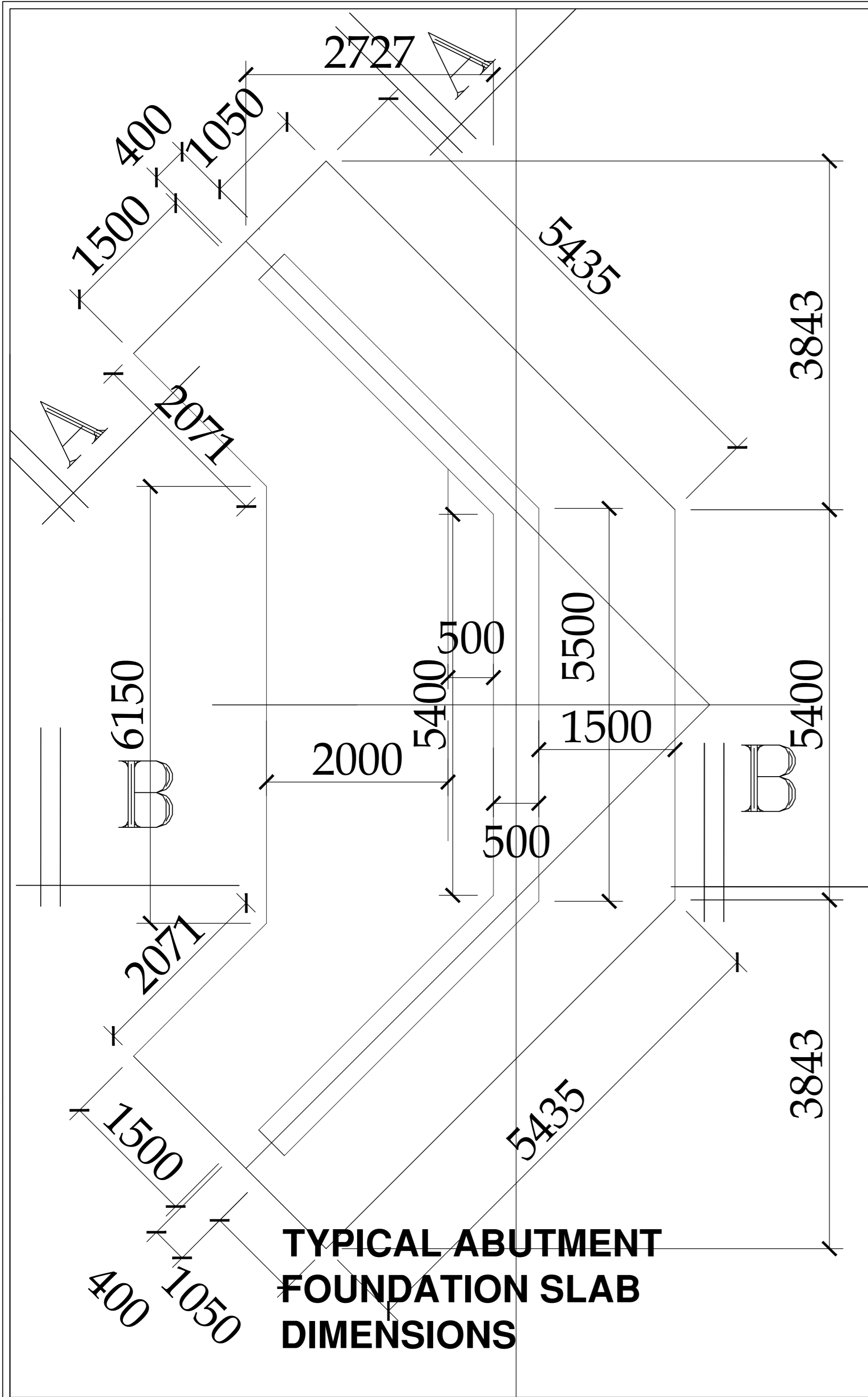
CONSTRUCTION OF CHEPKOSA -
TILANGOK BRIDGE IN
CHEBUNYO-SIGOR WARDS

TITLE

FOUNDATION LAYOUT AND
SECTION DETAILS

Drawn	K.Ng'eno.	Scale(s)	As shown
Designed	K.Ng'eno.	Date	AUG 2024
Checked	K.Ng'eno.	Date	AUG 2024
Approved		Date	AUG 2024

JOB No. 02 - 2024 DRG No. 03



NOTES

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REVISIONS

Date	Suffix	Descriptions

REPUBLIC OF KENYA

COUNTY GOVERNMENT OF BOMET

PROJECT

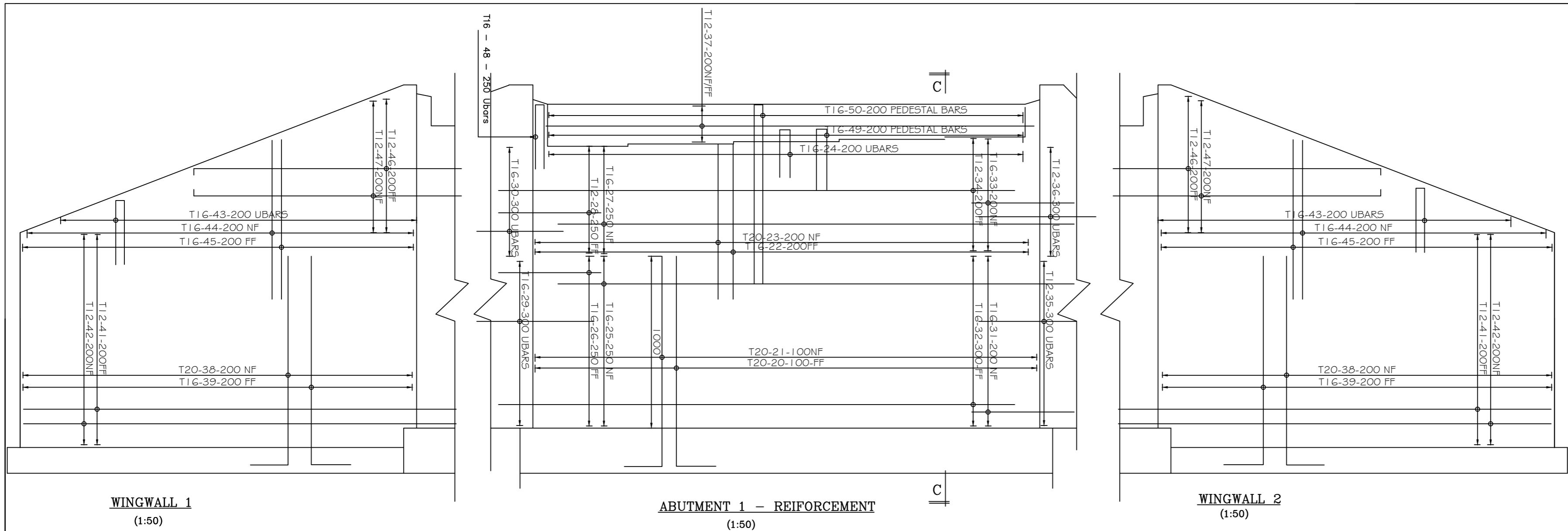
CONSTRUCTION OF CHEPKOSA -
TILANGOK BRIDGE IN
CHEBUNYO-SIGOR WARDS

TITLE

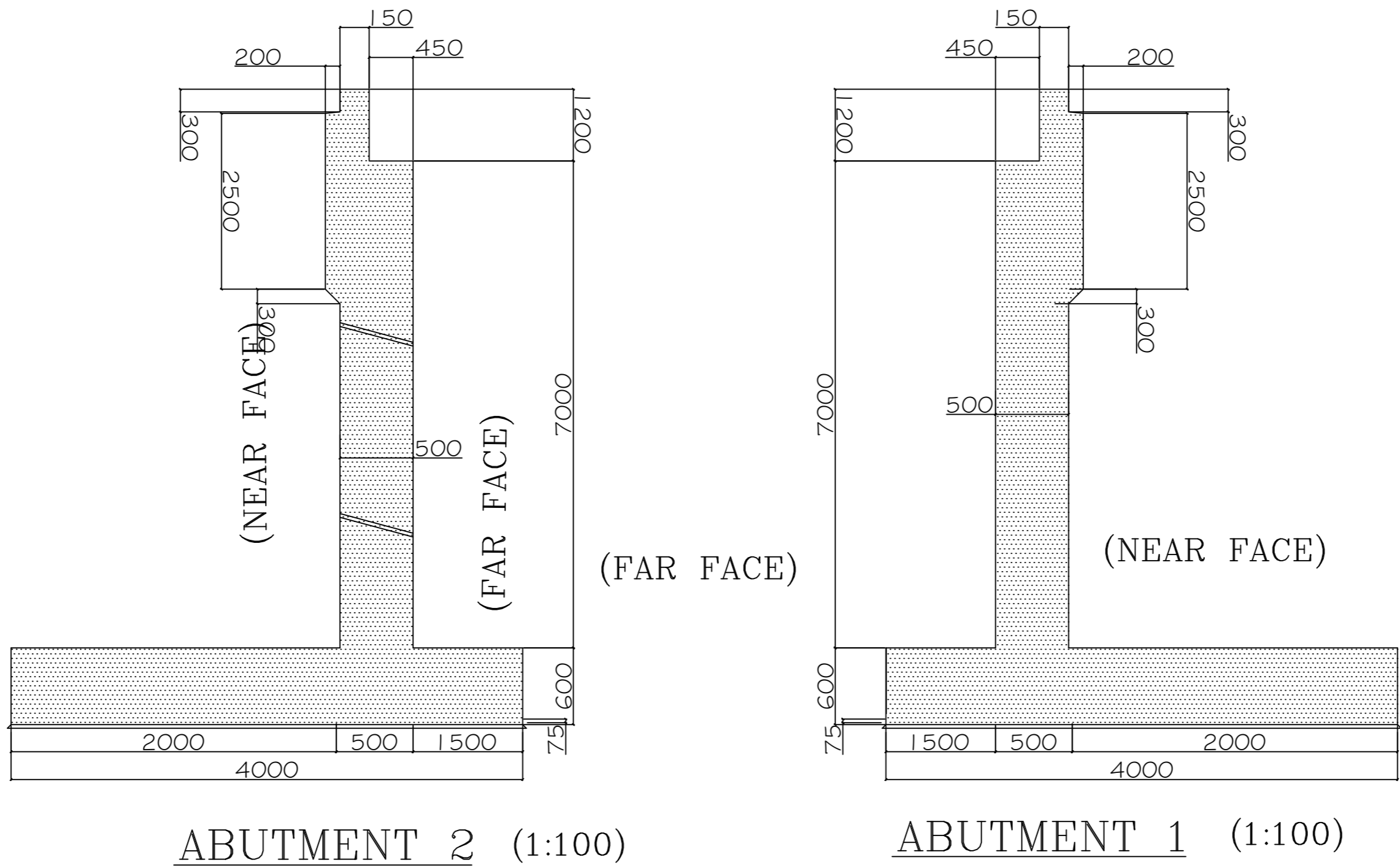
ABUTMENT FOUNDATION LAYOUT
PLAN AND REINFORCEMENT
DETAILS

Drawn	K.Ng'eno.	Scale(s)	As shown
Designed	K.Ng'eno.	Date	AUG 2024
Checked	K.Ng'eno.	Date	AUG 2024
Approved		Date	AUG 2024

JOB No. 02 - 2024	DRG No. 04
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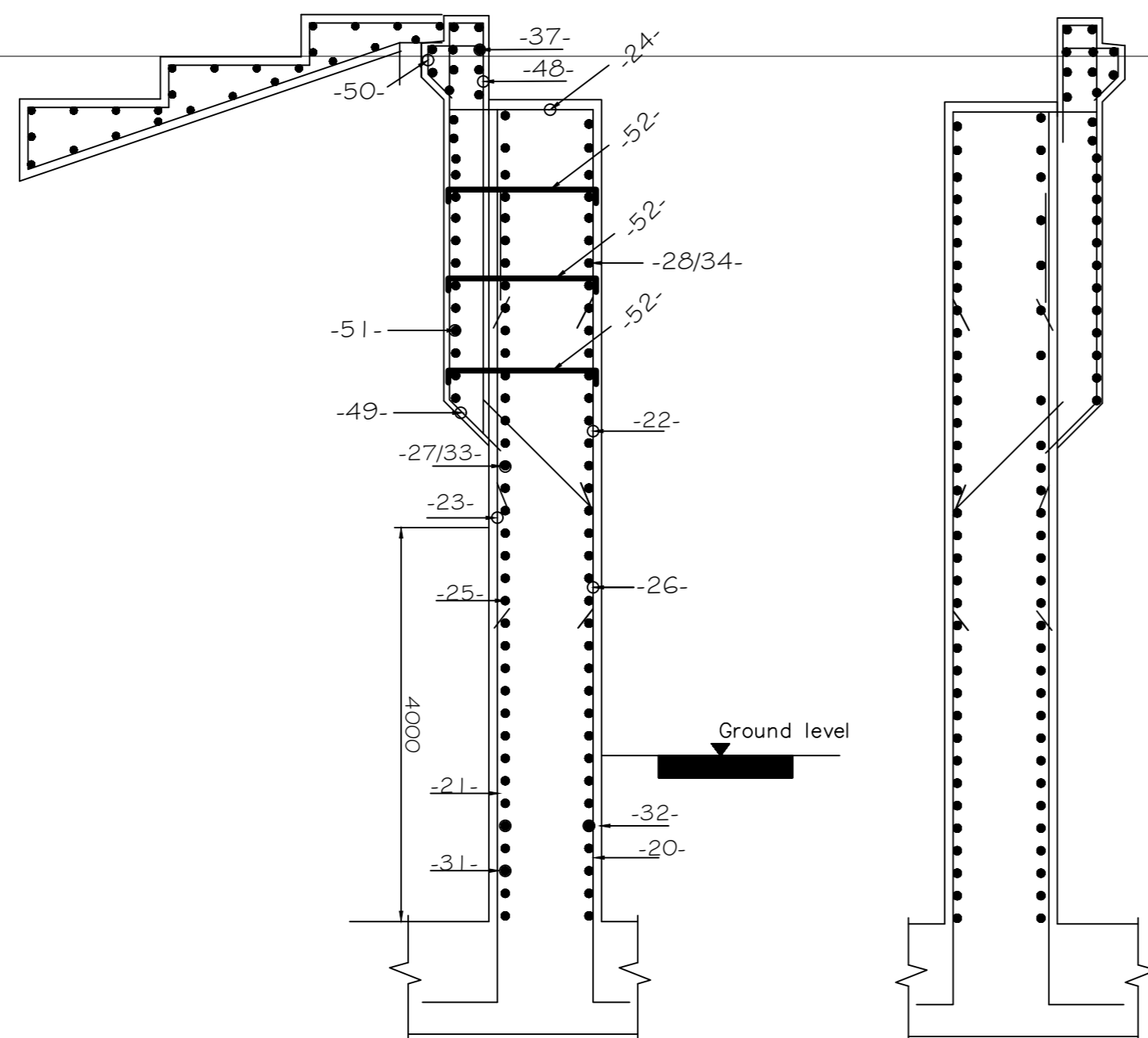
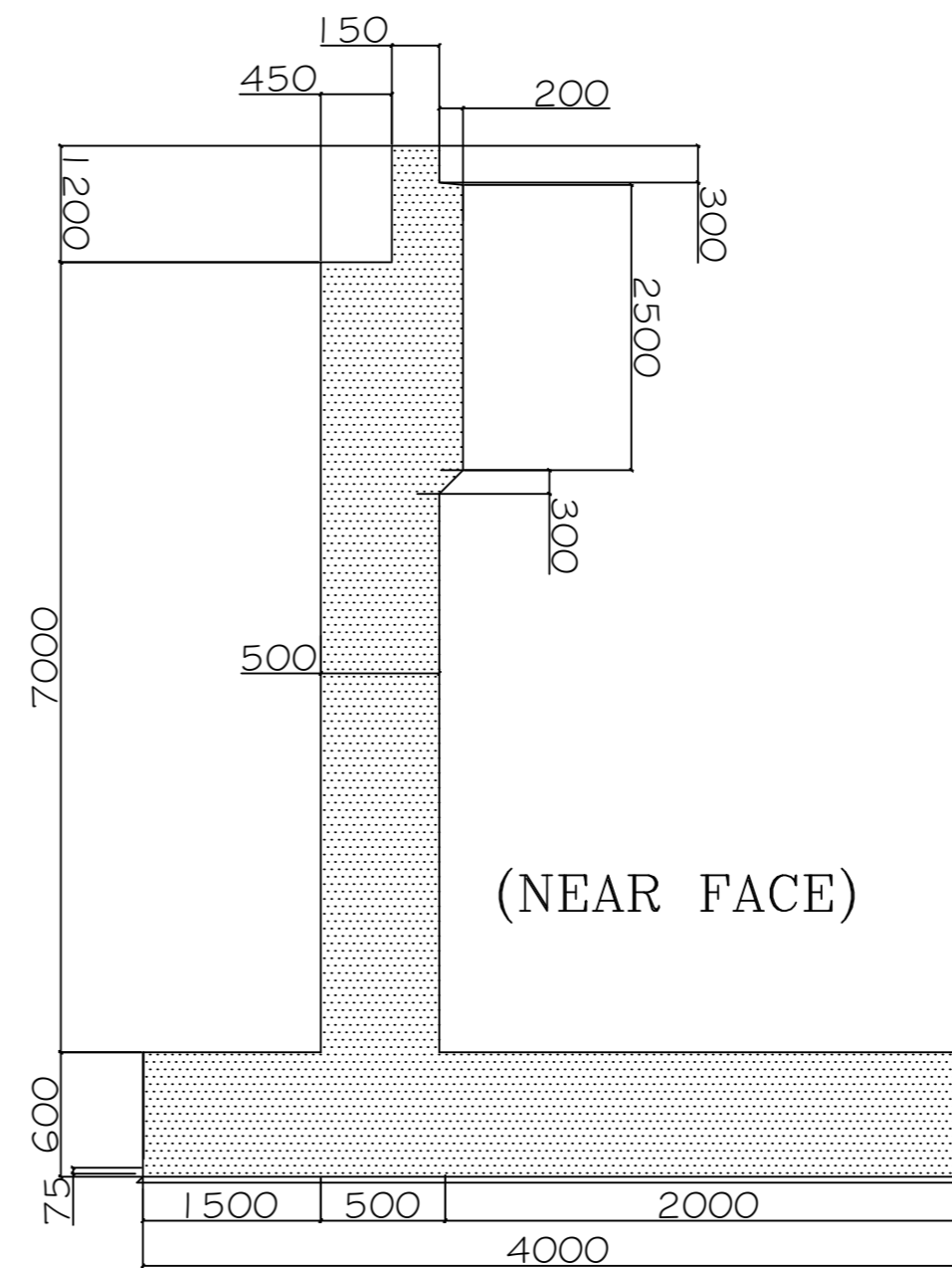
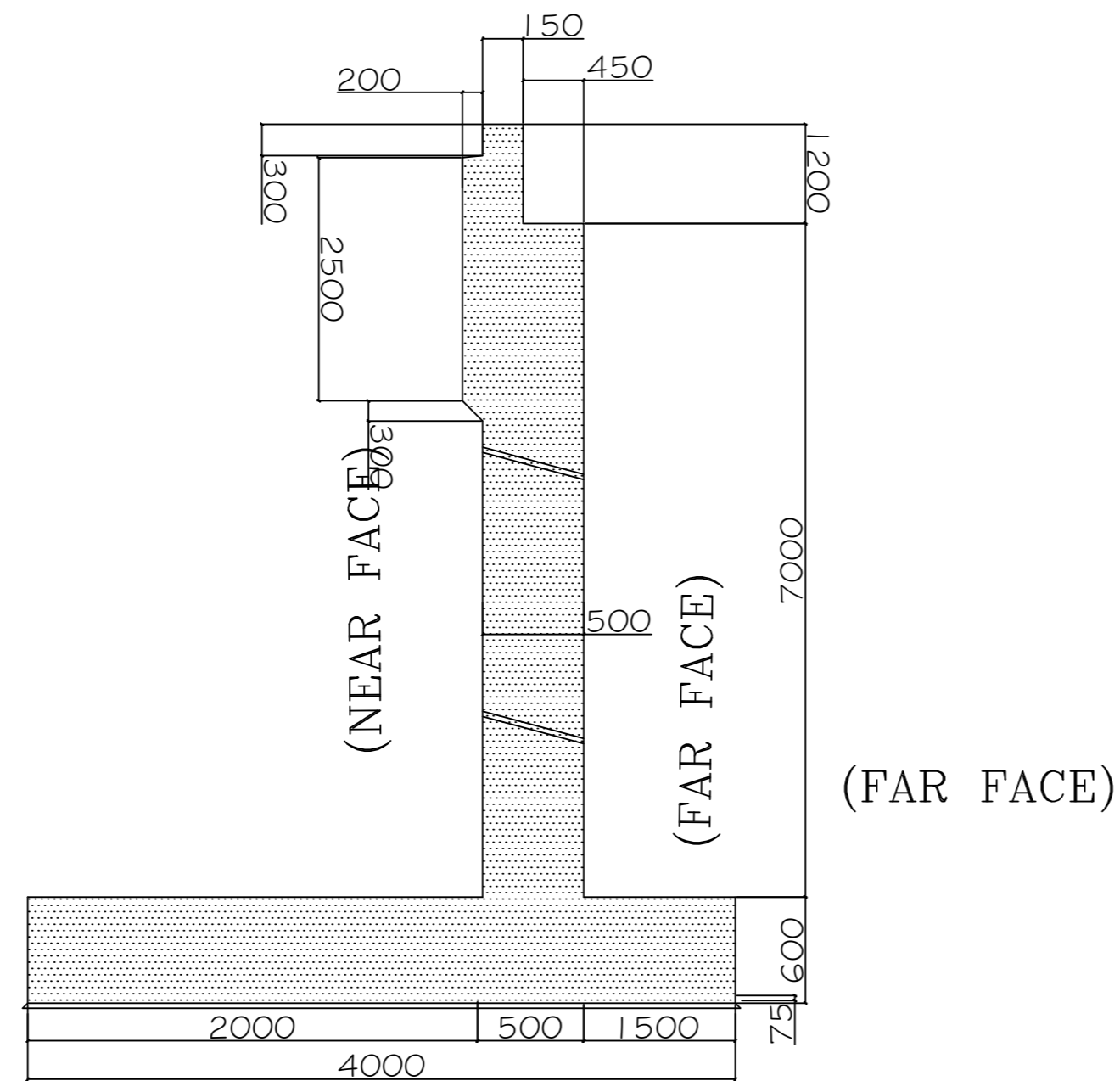


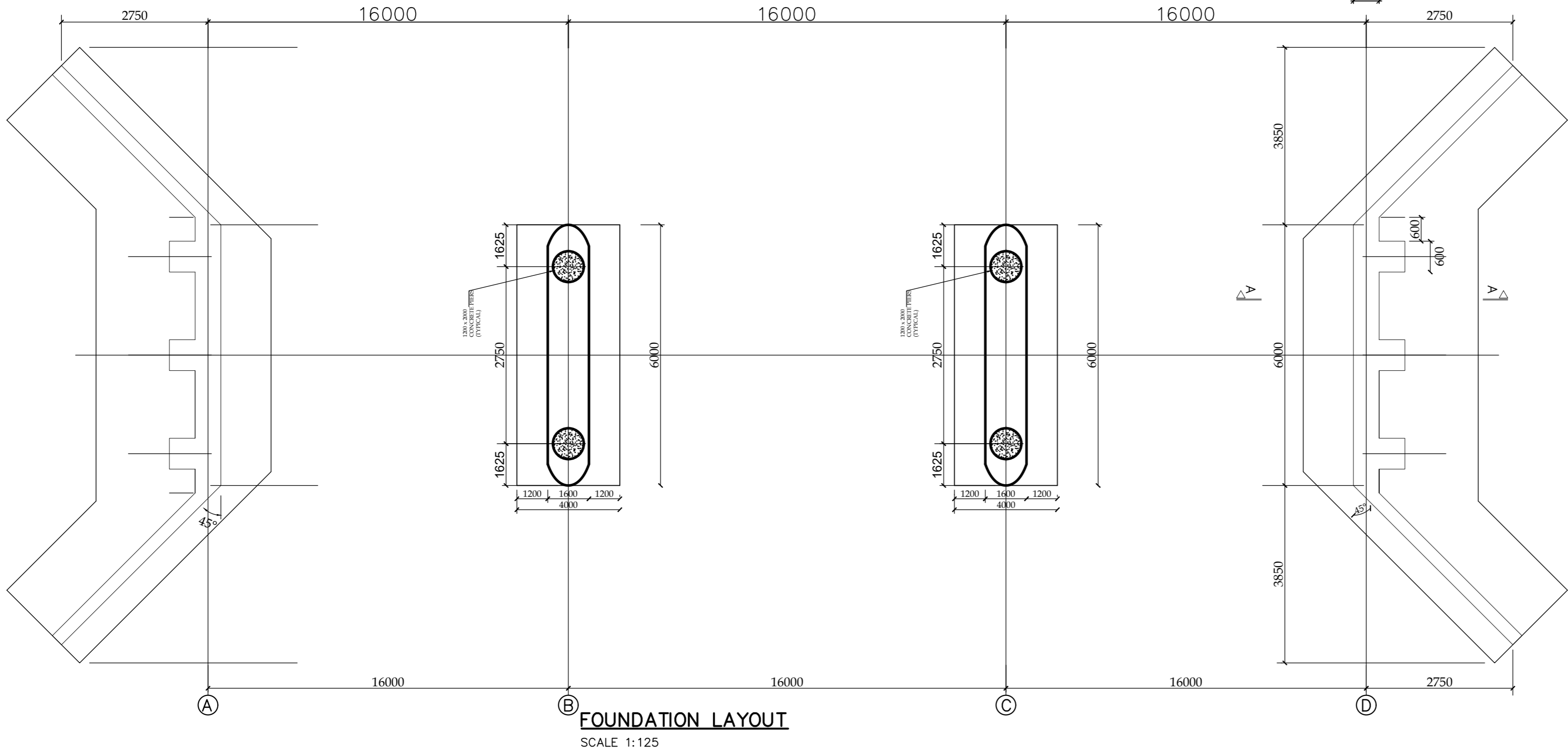
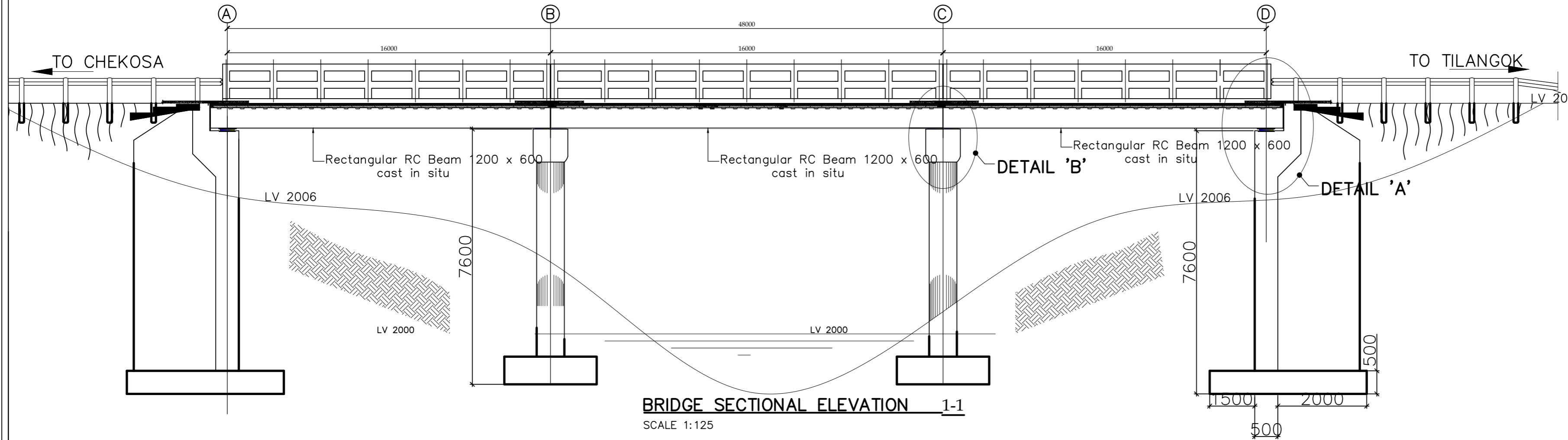
ABUTMENT AND WINGWALLS REINFORCEMENT



- NOTES**
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 - filling for structure shall be of selected material, as directed by the engineer brought up in horizontal layers not exceeding 150mm compacted thickness. each layer shall be thoroughly mixed, watered and dried as necessary and compacted to a minimum dry density of 35% m.o.d

REVISIONS			
Date	Suffix	Descriptions	





NOTES

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REVISIONS

Date	Suffix	Descriptions

REPUBLIC OF KENYA



COUNTY GOVERNMENT OF BOMET

PROJECT

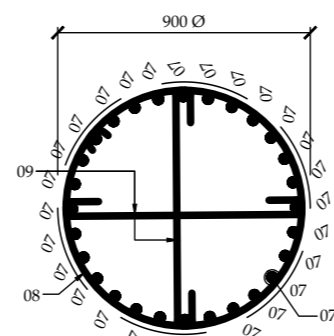
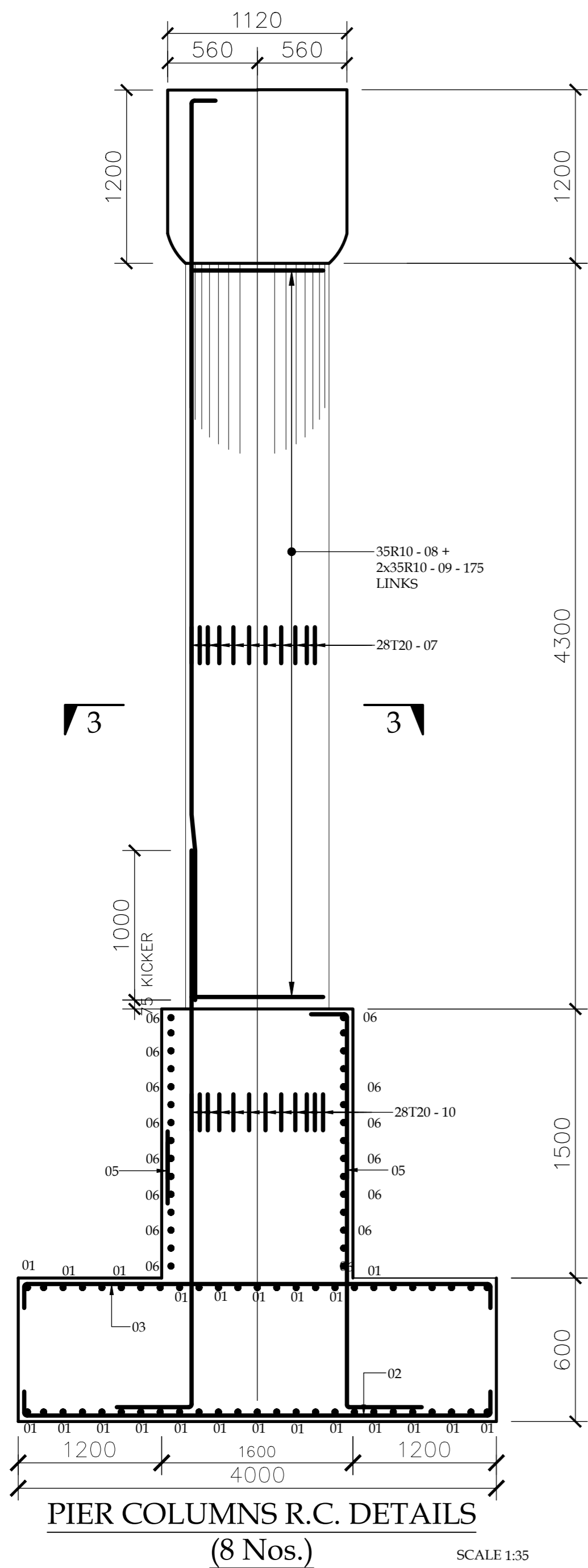
CONSTRUCTION OF CHEPKOSA -
TILANGOK BRIDGE IN
CHEBUNYO-SIGOR WARDS

TITLE

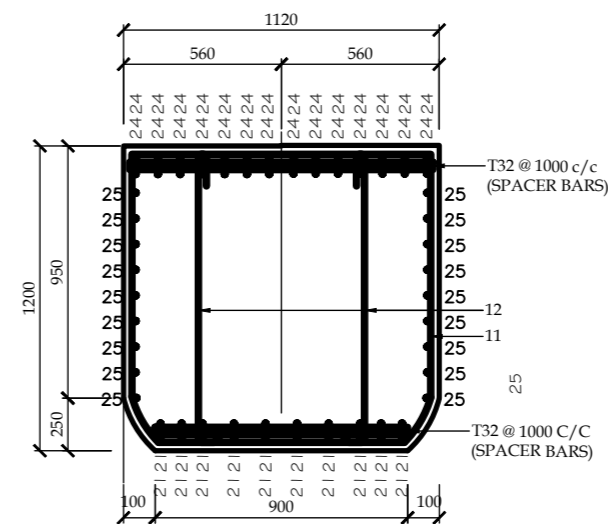
BRIDGE: LONGITUDINAL
ELEVATION AND DIMENSION
DETAILS

Drawn	K.Ng'eno.	Scale(s)	As shown
Designed	K.Ng'eno.	Date	AUG 2024
Checked	K.Ng'eno.	Date	AUG 2024
Approved		Date	AUG 2024

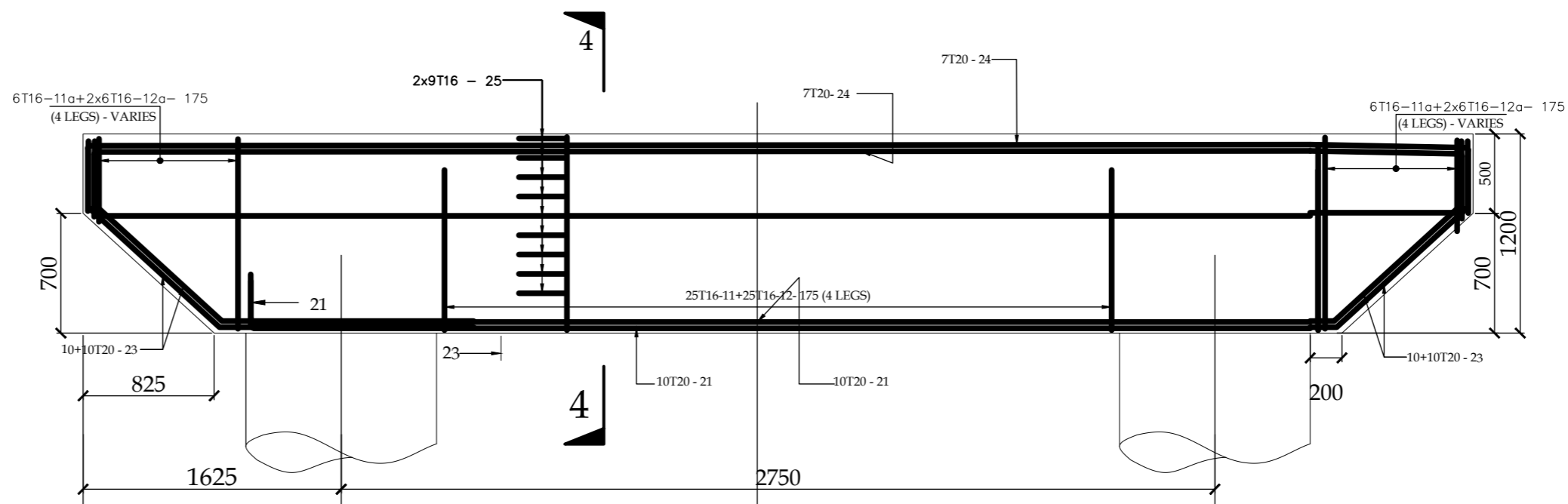
JOB No. 02 - 2024 DRG No. 07



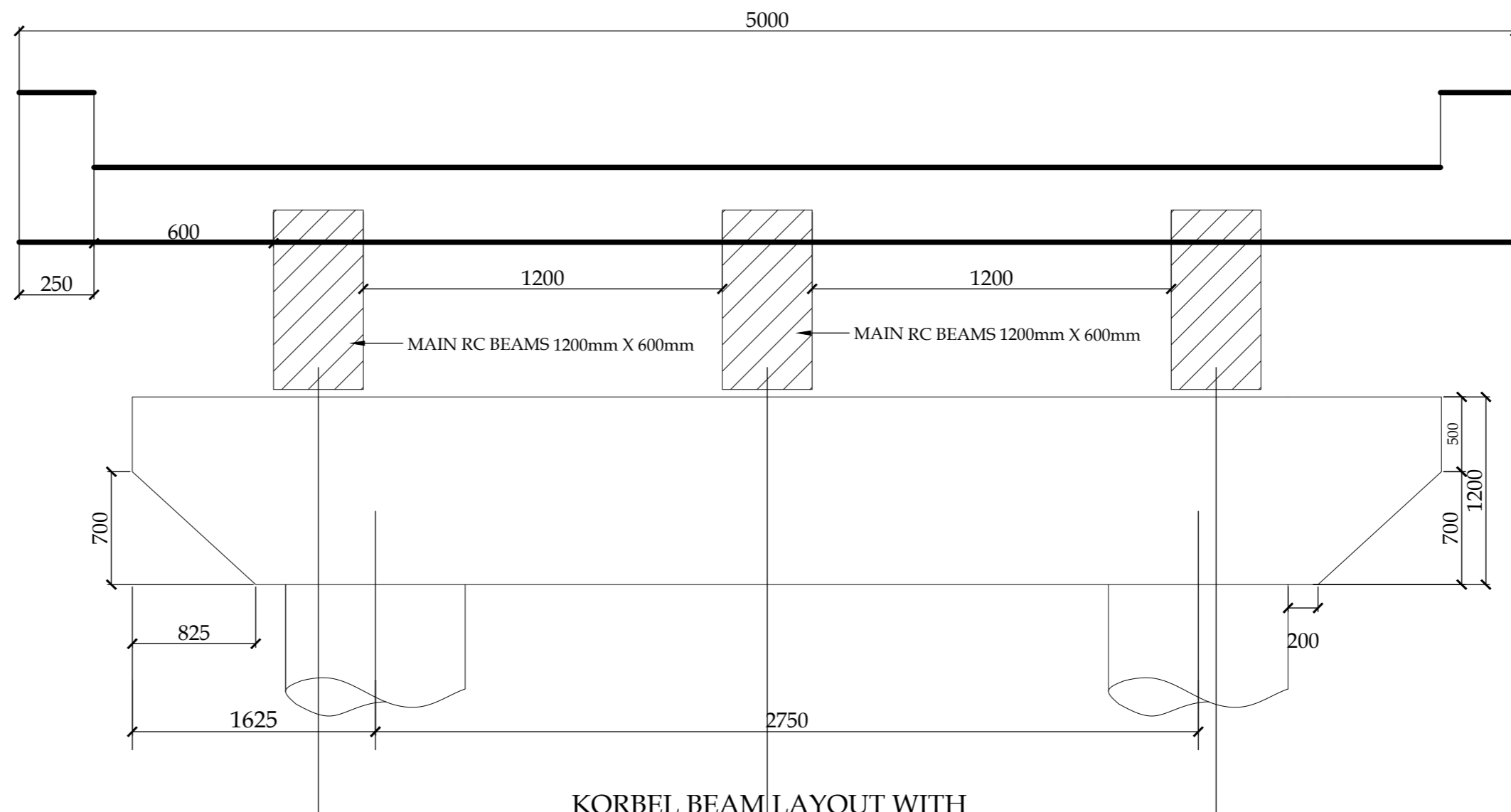
SECTION 3-3



SECTION 4-4



KORBEL BEAM R.C. DETAILS
(2 Nos)
SCALE 1:25



KORBEL BEAM LAYOUT WITH
MAIN RC BEAMS DETAILS
(2 Nos) SCALE 1:25

NOTES

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REVISIONS

Date	Suffix	Descriptions

REPUBLIC OF KENYA



COUNTY GOVERNMENT OF BOMET

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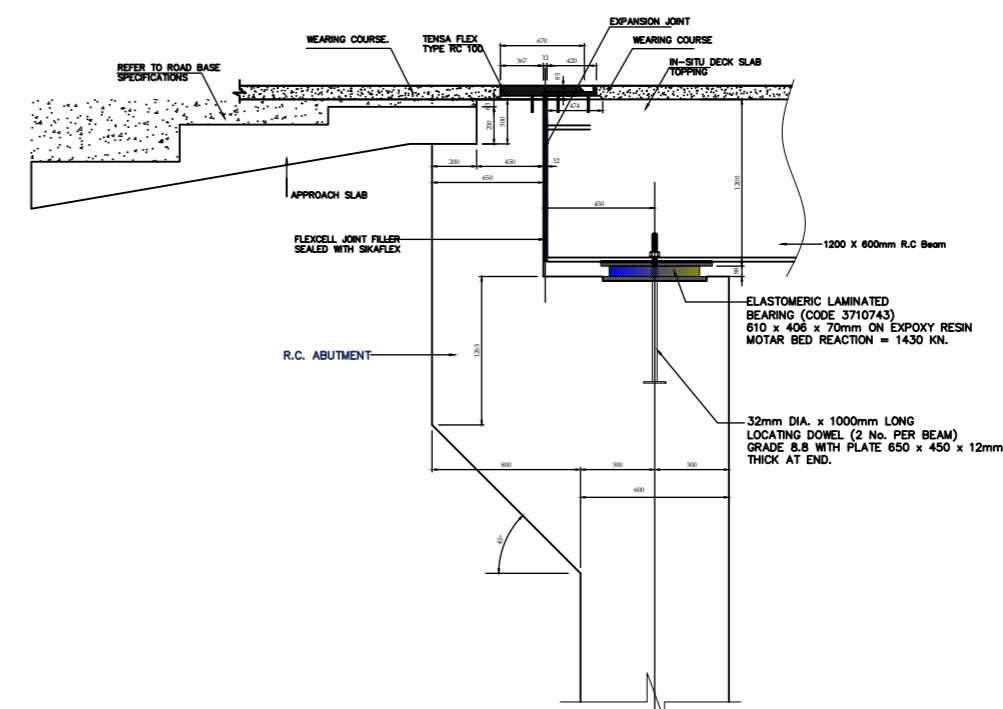
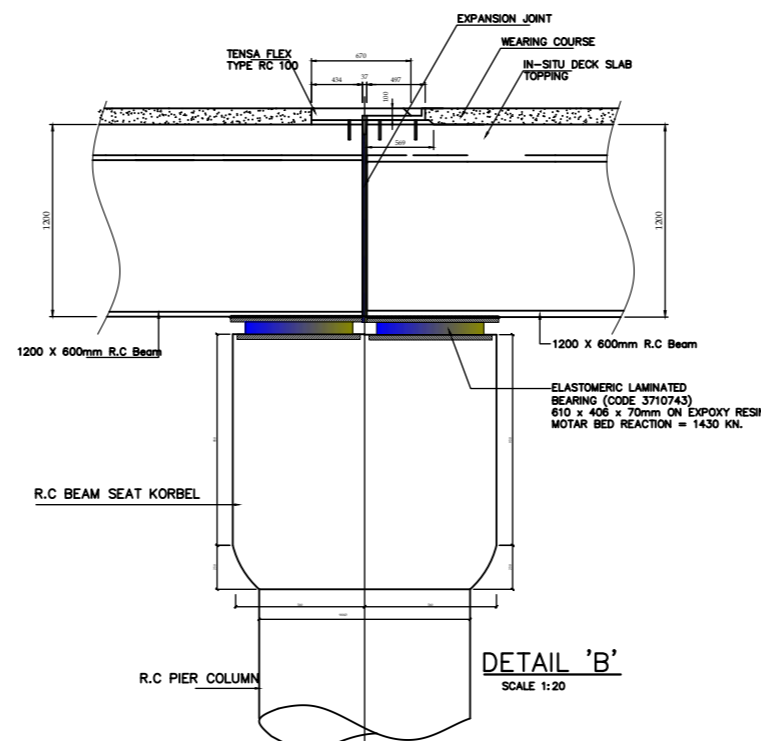
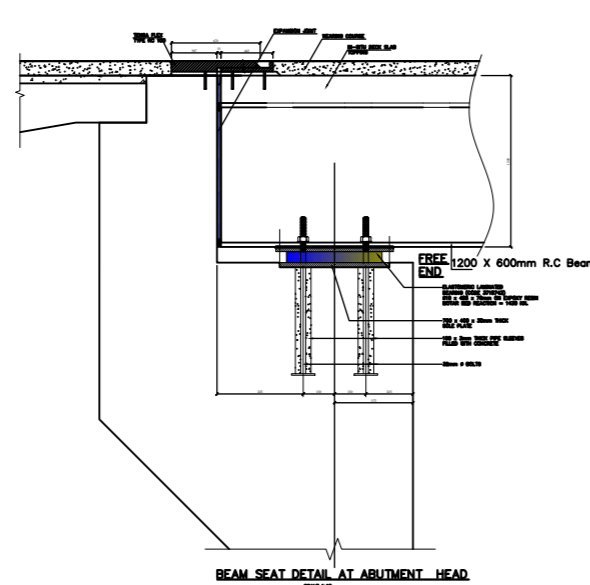
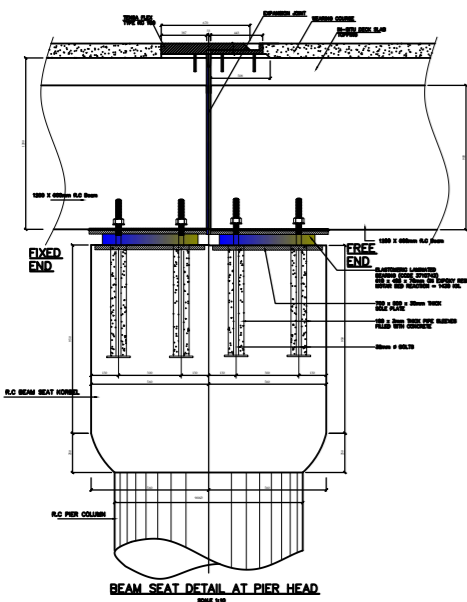
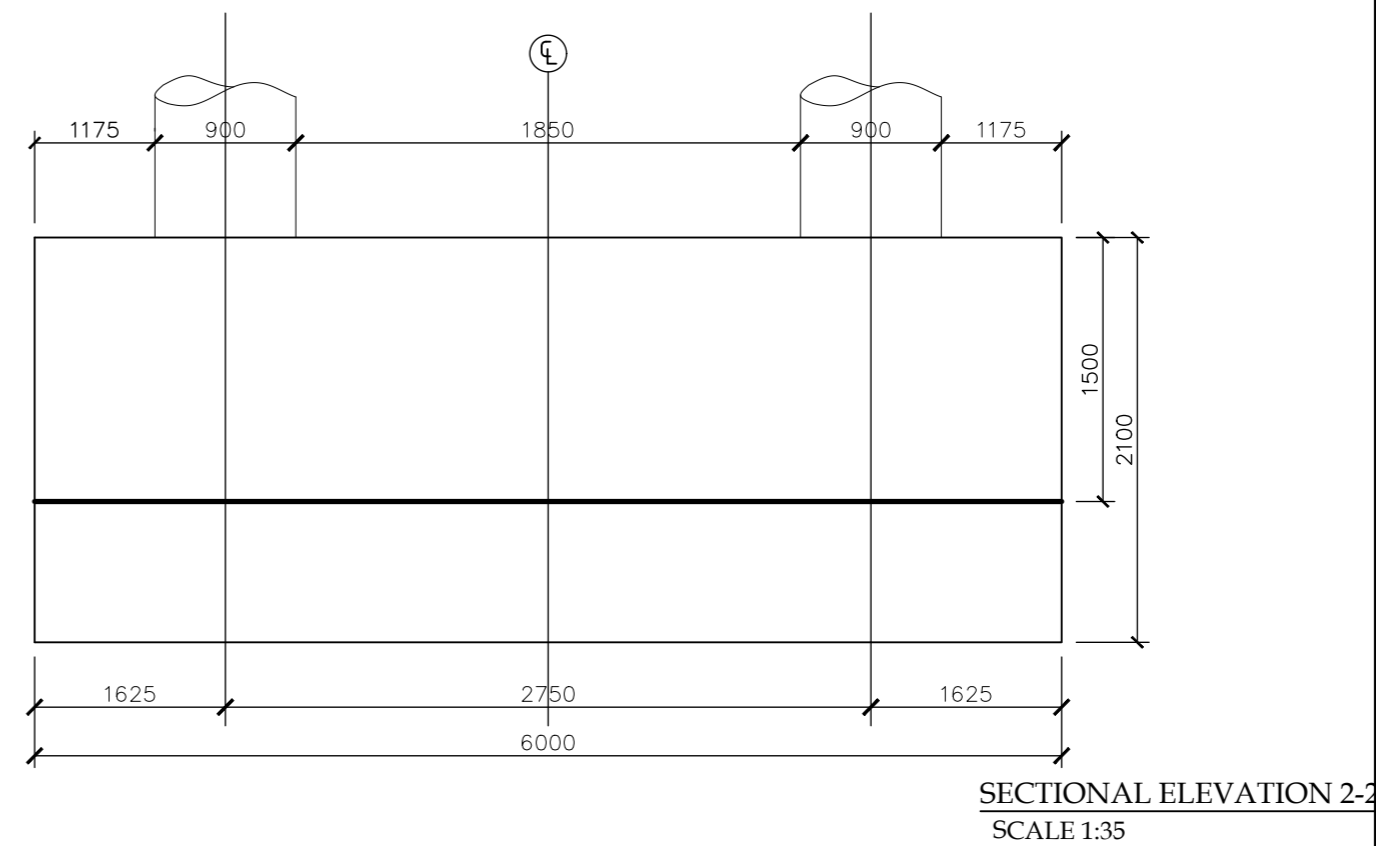
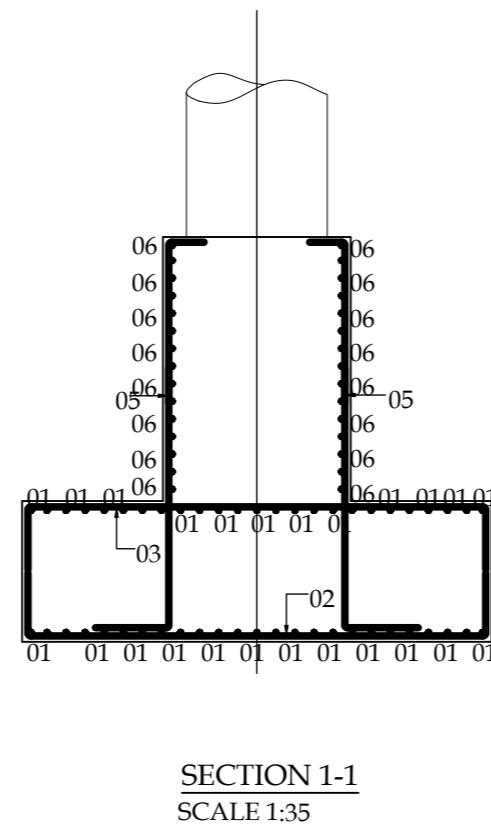
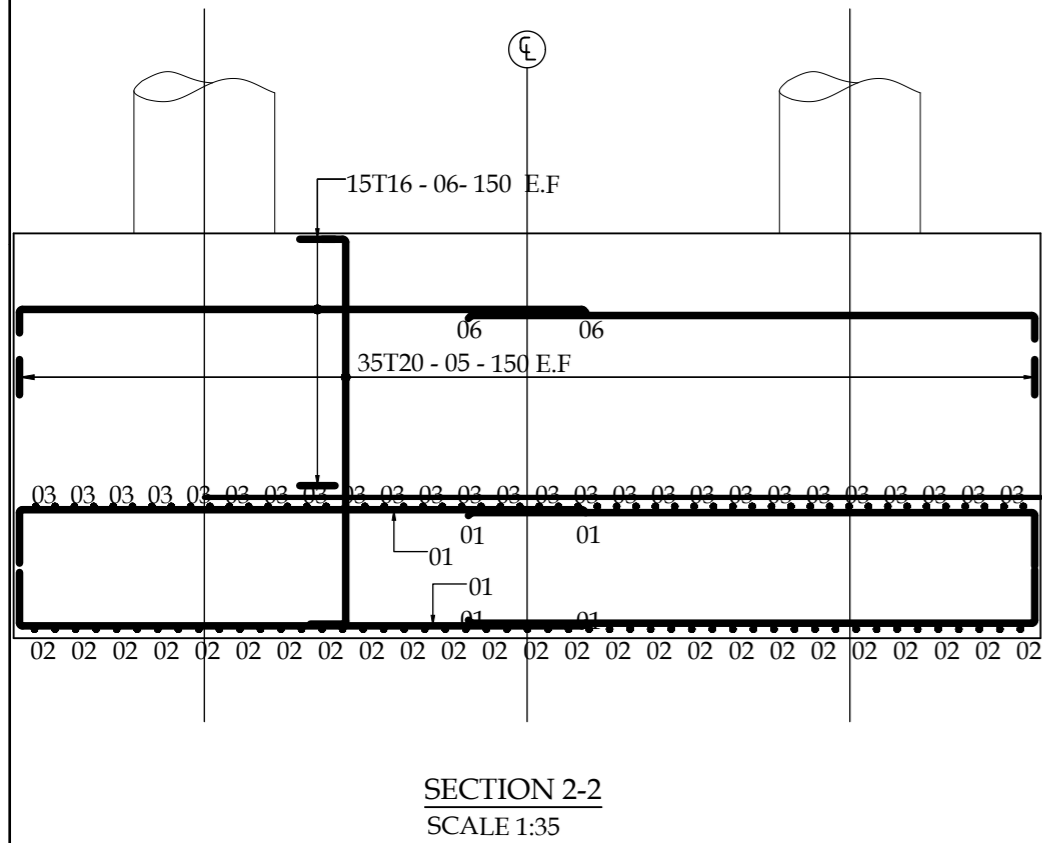
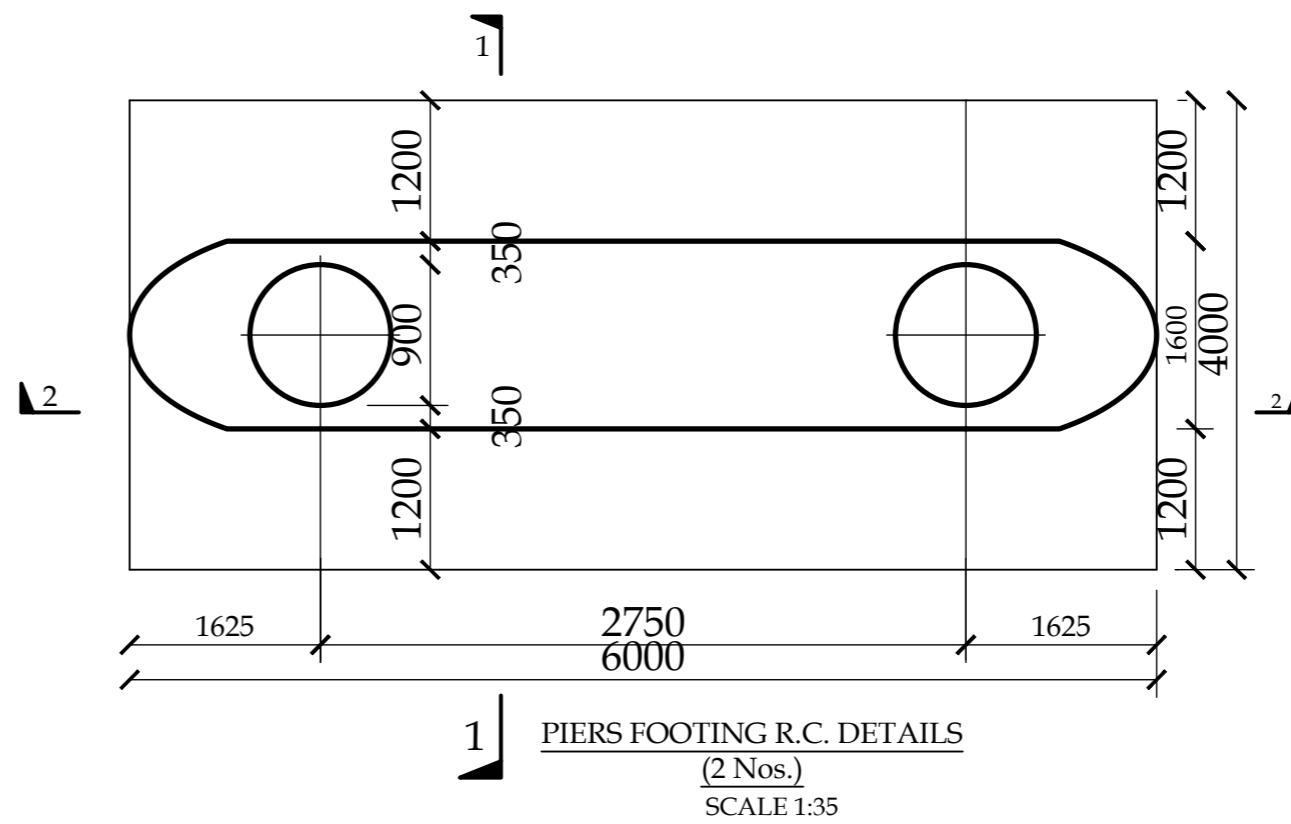
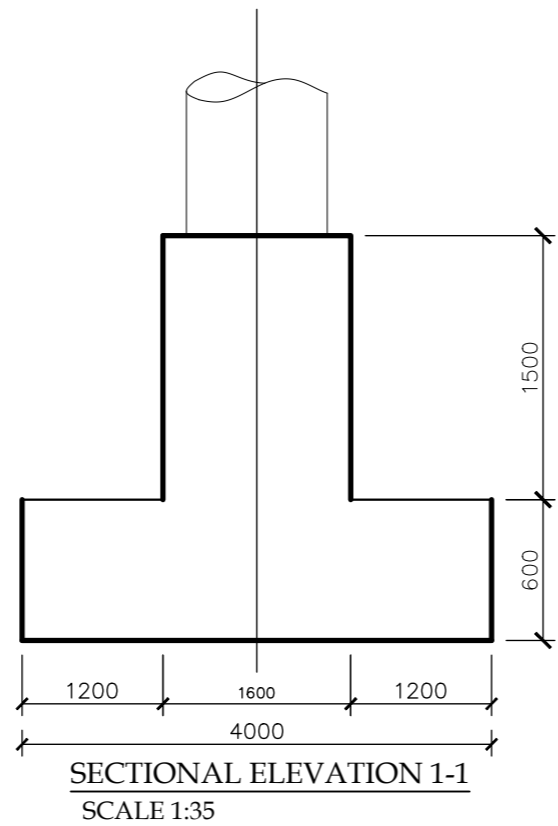
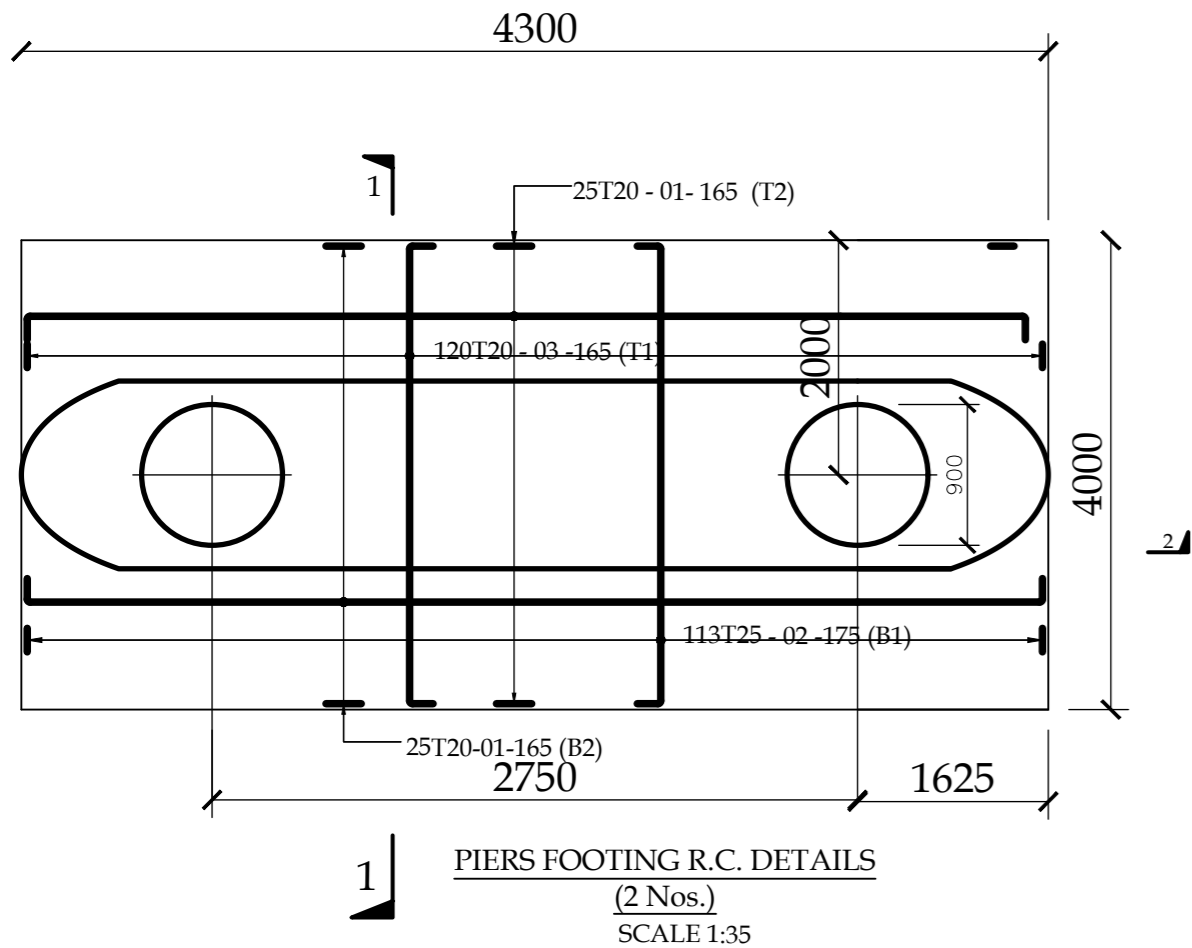
CONSTRUCTION OF CHEPKOSA -
TILANGOK BRIDGE IN
CHEBUNYO-SIGOR WARDS

TITLE

INTERMEDIATE PIER: GENERAL
DETAILS, DIMENSIONS

Drawn	K.Ng'eno.	Scale(s)	As shown
Designed	K.Ng'eno.	Date	AUG 2024
Checked	K.Ng'eno.	Date	AUG 2024
Approved		Date	AUG 2024

JOB No. 02 - 2024 DRG No. 8



NOTES

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REVISIONS

Date	Suffix	Descriptions

REPUBLIC OF KENYA



COUNTY GOVERNMENT OF BOMET

PROJECT

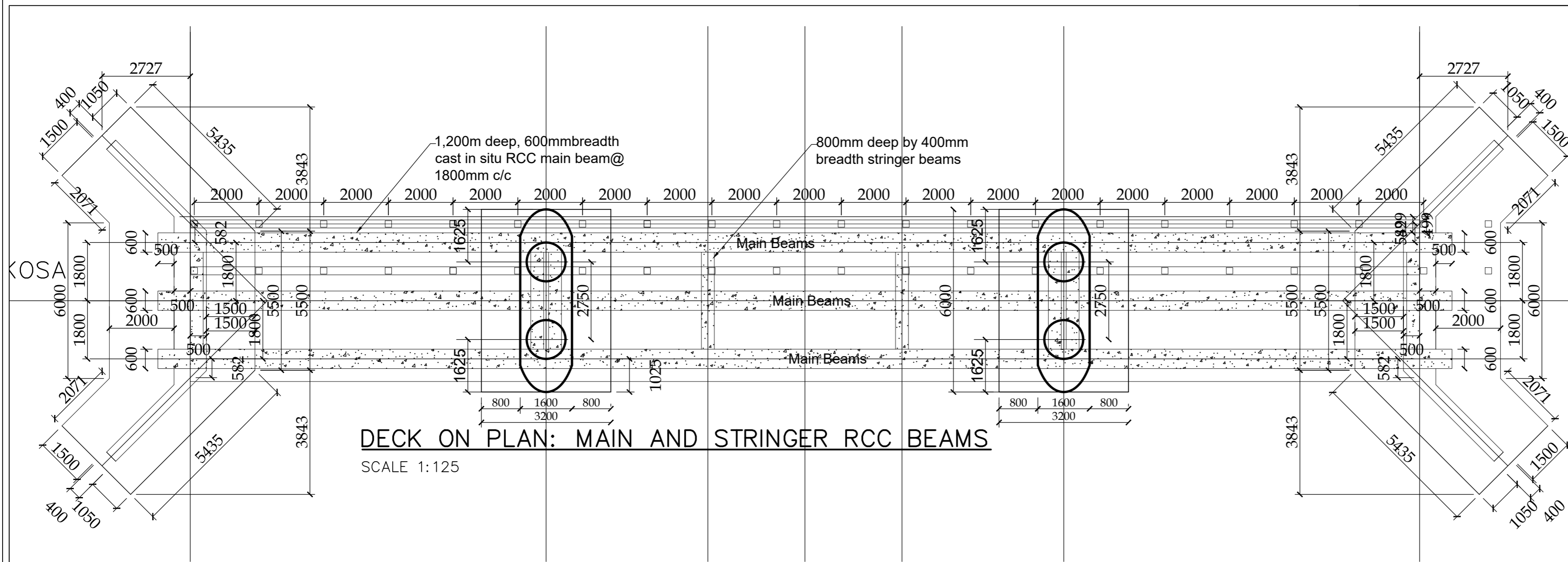
CONSTRUCTION OF CHEPKOSA -
TILANGOK BRIDGE IN
CHEBUNYO-SIGOR WARDS

TITLE

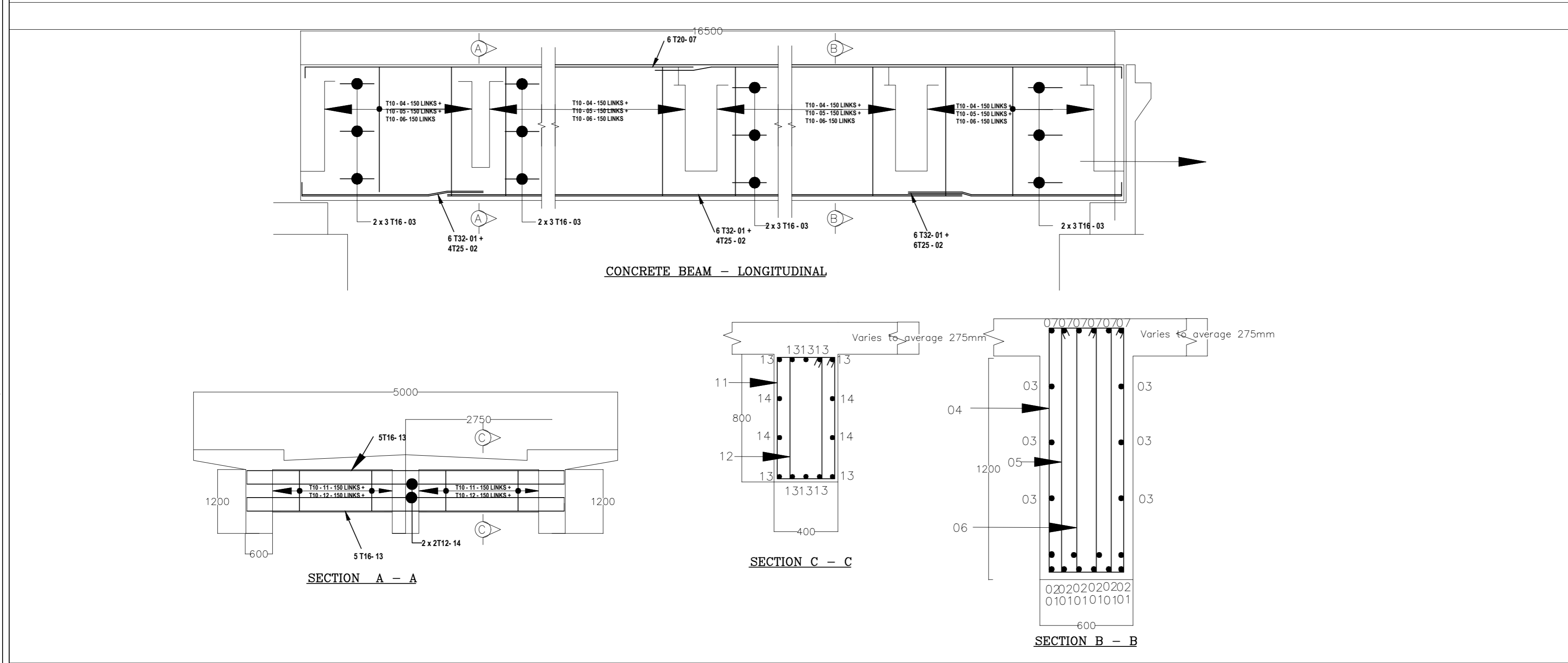
INTERMEDIATE PIER:
FOUNDATIONS DETAILS

Drawn	K.Ng'eno.	Scale(s)	As shown
Designed	K.Ng'eno.	Date	AUG 2024
Checked	K.Ng'eno.	Date	AUG 2024
Approved		Date	AUG 2024

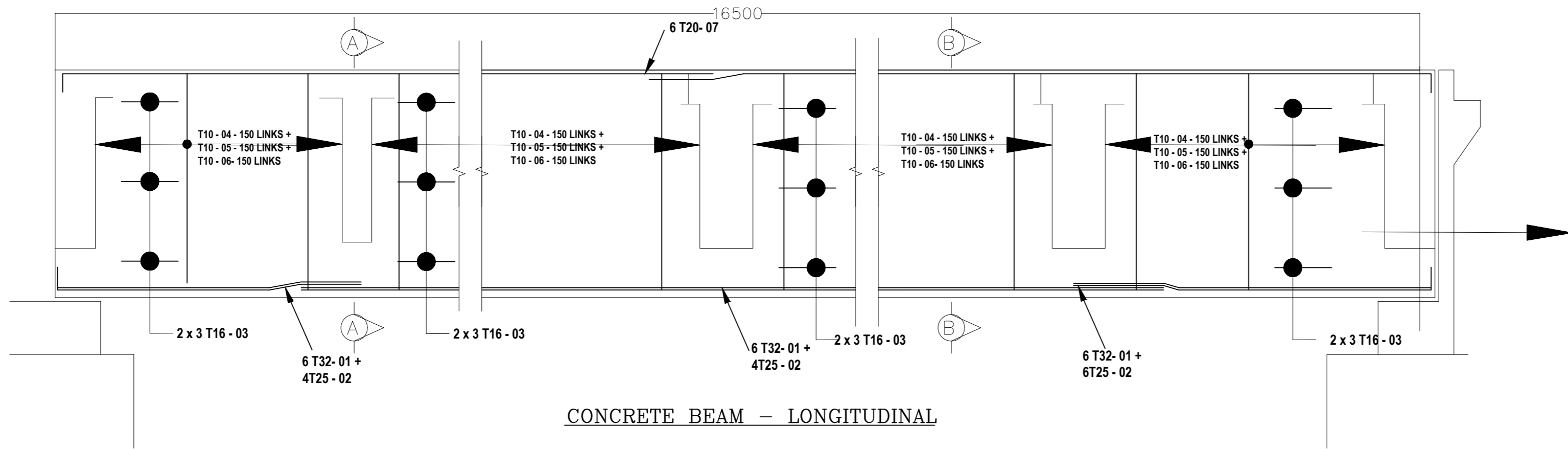
JOB No. 02 - 2024 DRG No. 09



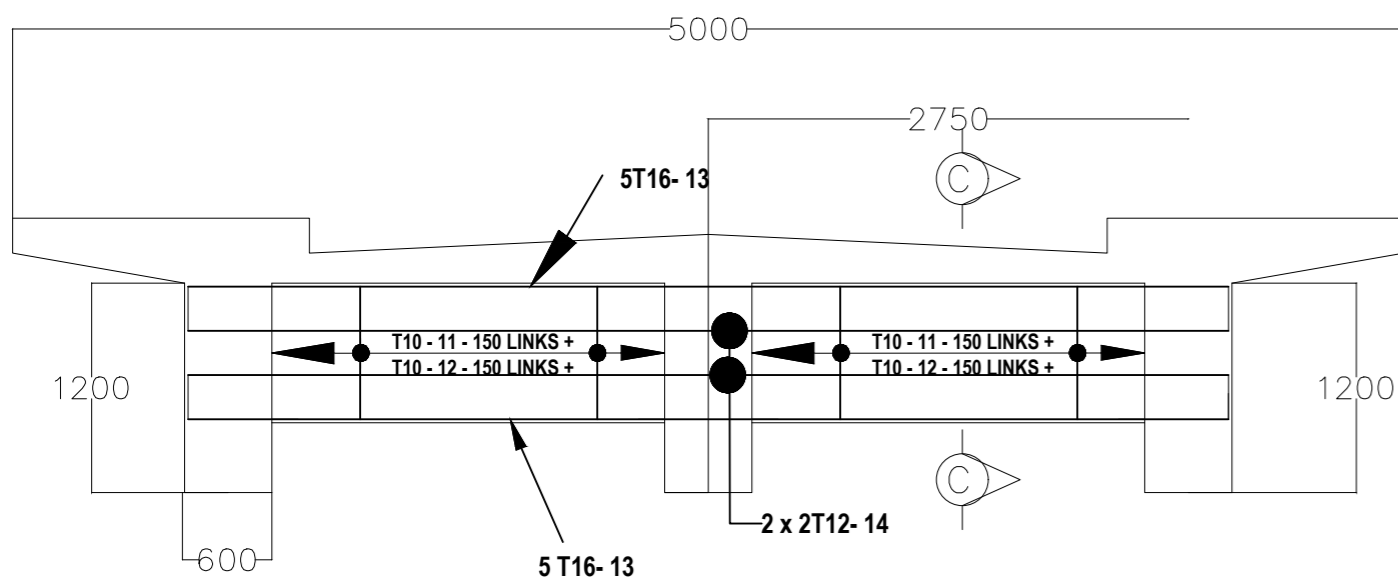
- ### NOTES
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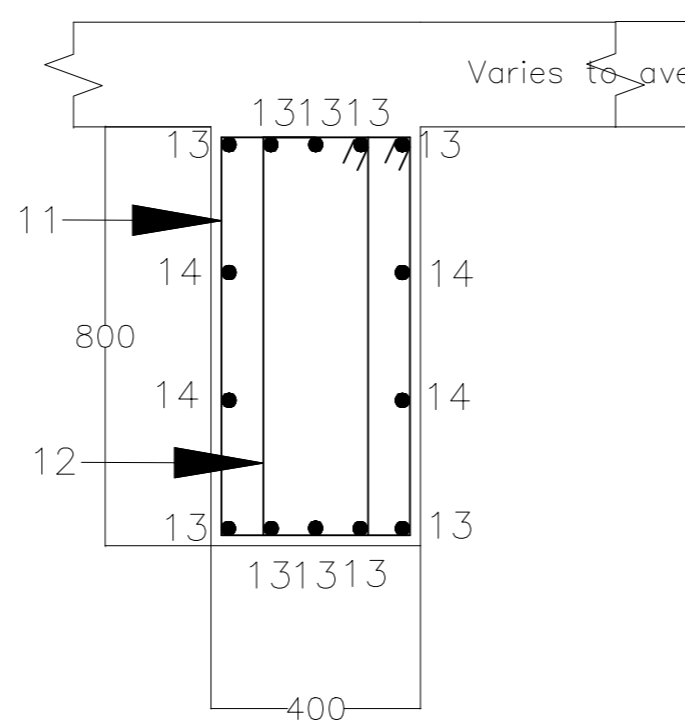
REVISIONS			
Date	Suffix	Descriptions	



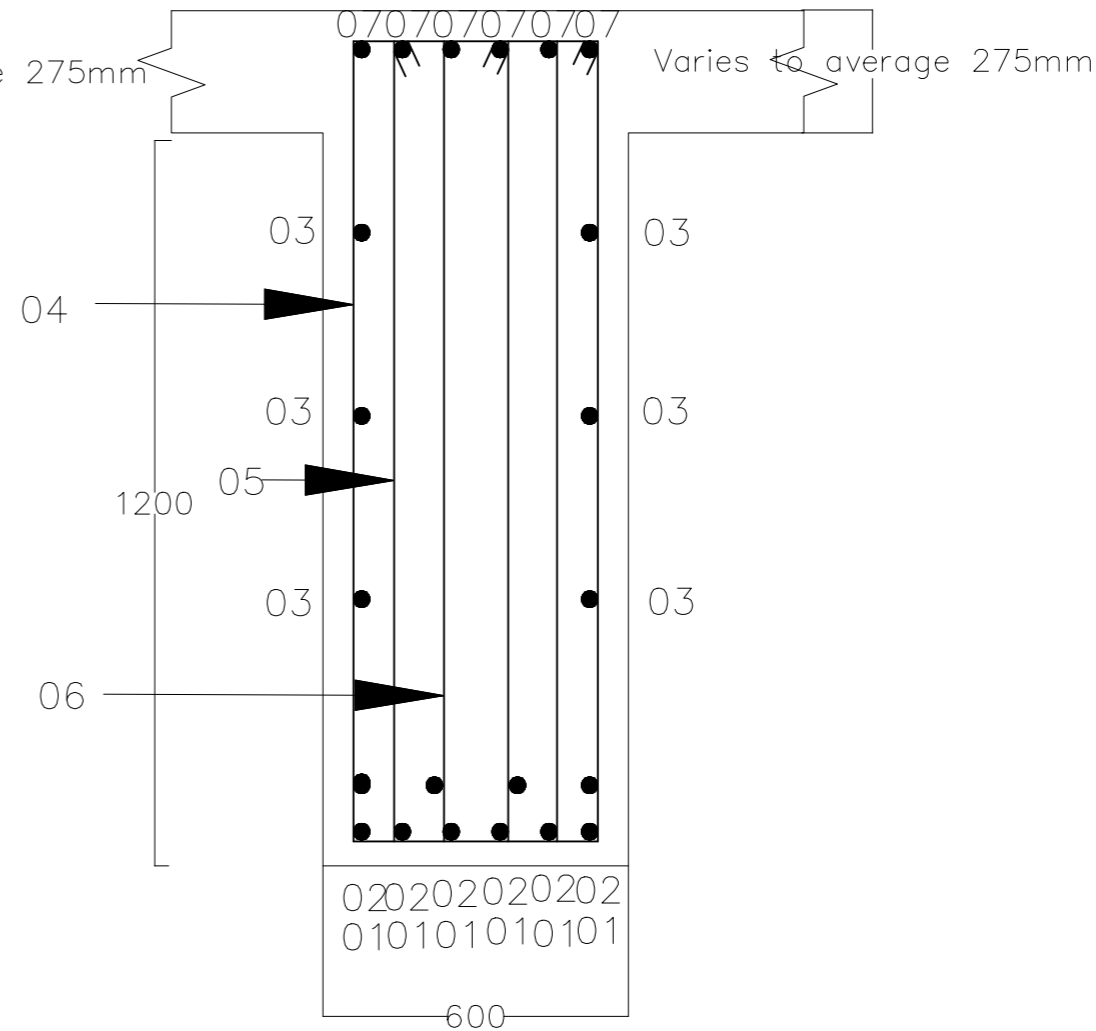
CONCRETE BEAM – LONGITUDINAL



SECTION A – A



SECTION C – C



SECTION B – B

NOTES

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COUNTY GOVERNMENT OF BOMET

PROJECT

CONSTRUCTION OF CHEPKOSA -
TILANGOK BRIDGE IN
CHEBUNYO-SIGOR WARDS

TITLE

BEAMS: CROSS-SECTION AND
REINFORCEMENT DETAILS

Drawn	K.Ng'eno.	Scale(s)	As shown
Designed	K.Ng'eno.	Date	AUG 2024
Checked	K.Ng'eno.	Date	AUG 2024
Approved		Date	AUG 2024

JOB No. 02 - 2024

DRG No. 11



- ## NOTES
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REPUBLIC OF KENYA



COUNTY GOVERNMENT OF BOMET

PROJECT

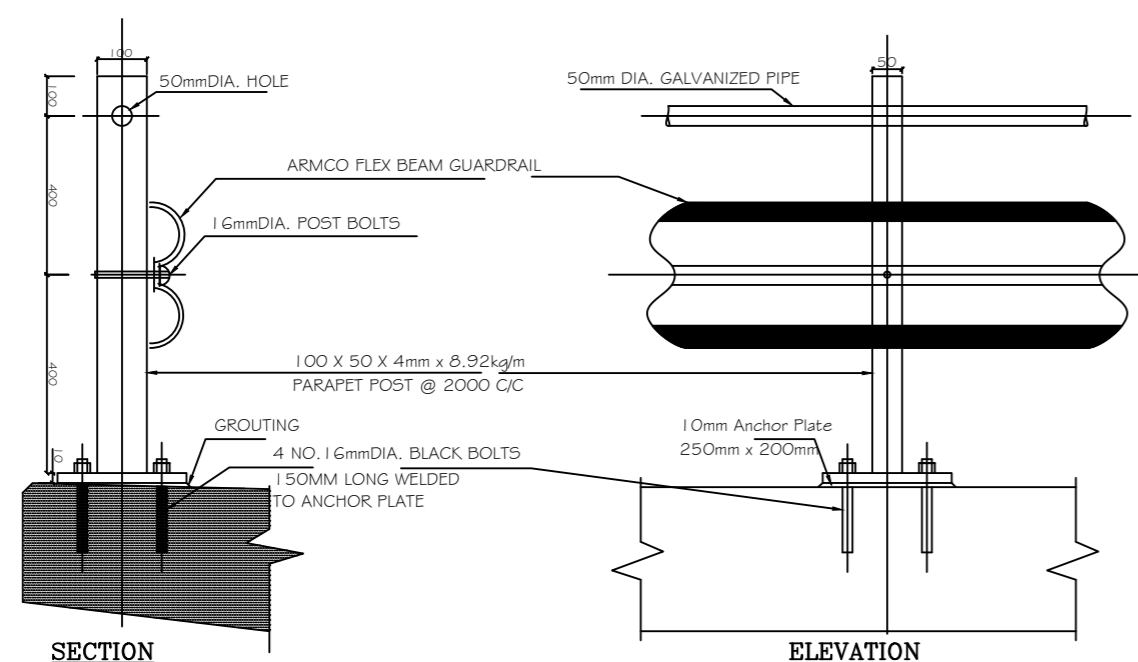
CONSTRUCTION OF CHEPKOSA - TILANGOK BRIDGE IN CHEBUNYO-SIGOR WARDS

TITLE

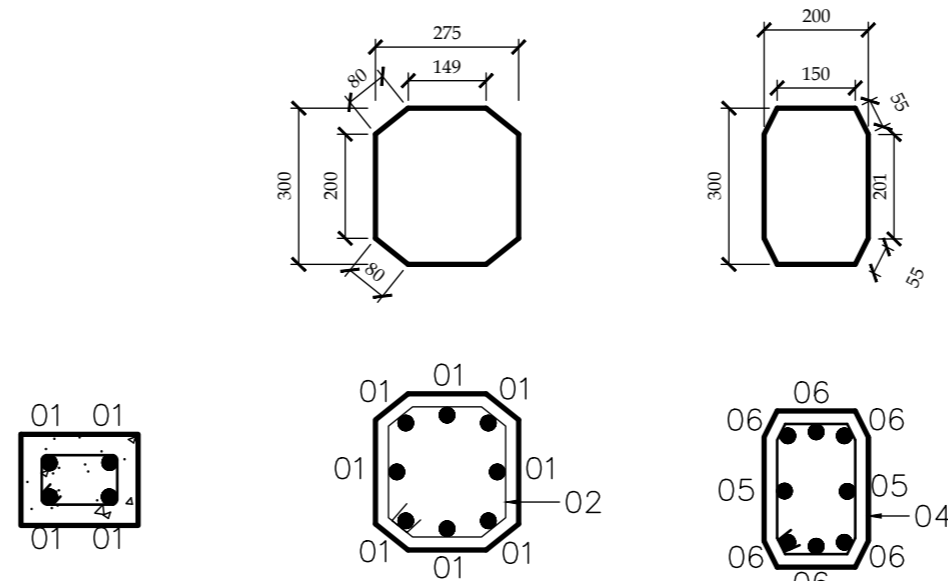
GUARDRAILS: CROSS-SECTION, REINFORCEMENT AND ELEVATION DETAILS

Drawn	K.Ng'eno.	Scale(s)	As shown
Designed	K.Ng'eno.	Date	AUG 2024
Checked	K.Ng'eno.	Date	AUG 2024
Approved		Date	AUG 2024

JOB No. 02 - 2024	DRG No. 13
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GUARDRAIL DETAILS
(1:10)



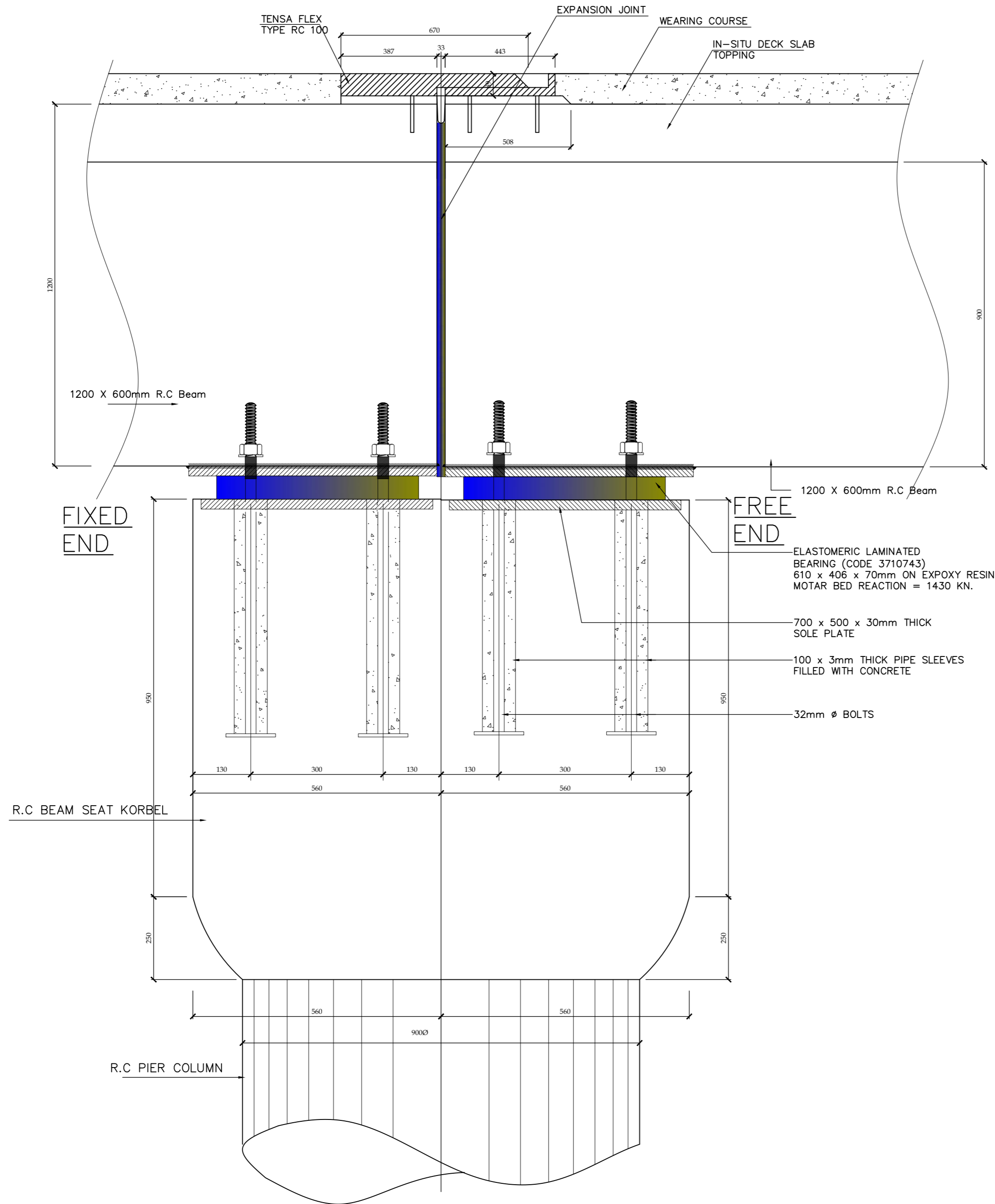
TYPICAL COLUMN SECTION

00
TYPICAL BEAM
SECTION

SCALE 1:10

SCALE 1:10

TYPICAL RC GUARD RAIL BEAM & COLUMN DETAIL



NOTES

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COUNTY GOVERNMENT OF BOMET

PROJECT

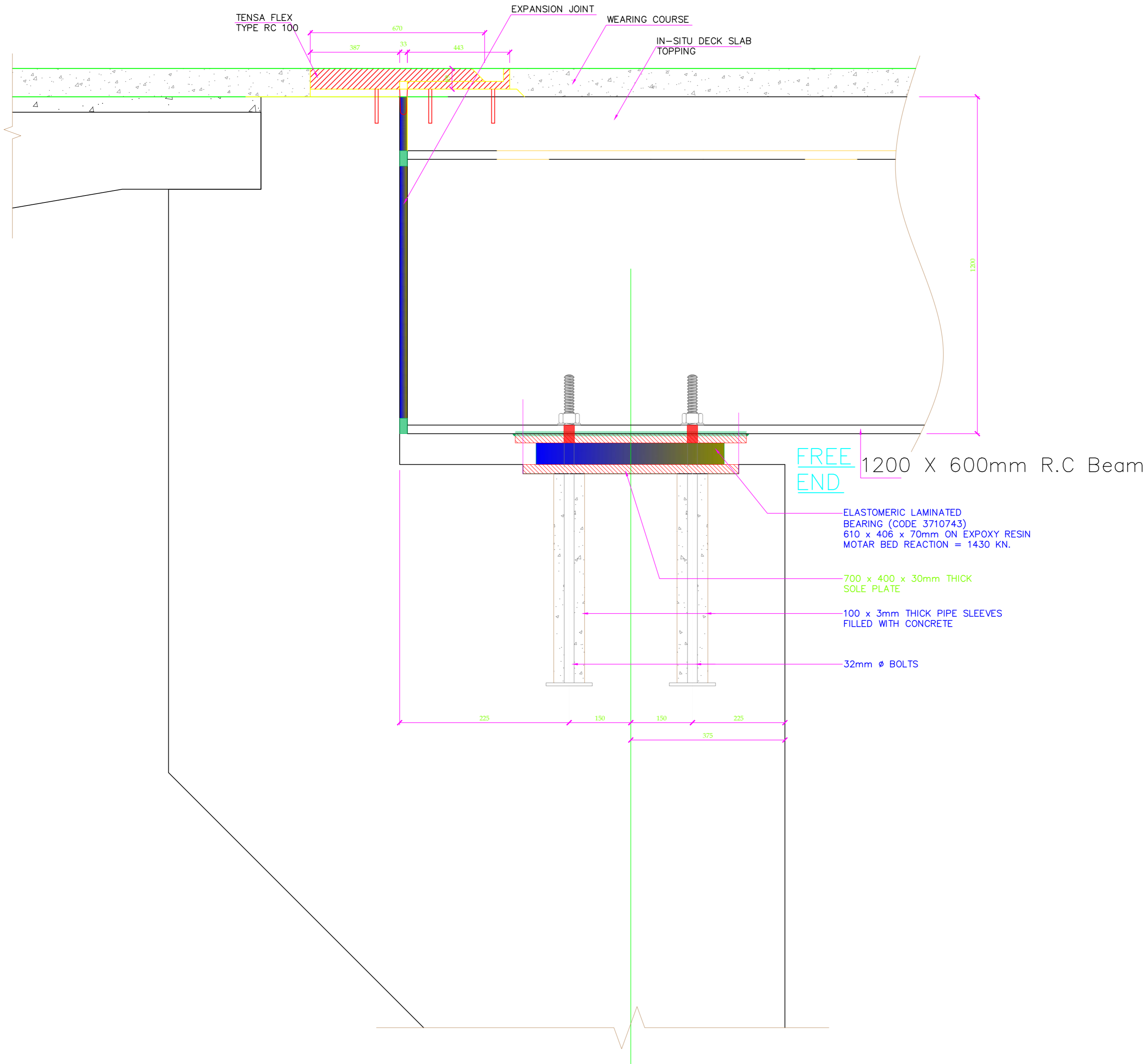
CONSTRUCTION OF CHEPKOSA -
TILANGOK BRIDGE IN
CHEBUNYO-SIGOR WARDS

TITLE

INTERMEDIATE PIER: PEDESTAL
DETAIL

Drawn	K.Ng'eno.	Scale(s)	As shown
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SCALE 1:10

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REVISIONS

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REPUBLIC OF KENYA



COUNTY GOVERNMENT OF BOMET

PROJECT

CONSTRUCTION OF CHEPKOSA -
TILANGOK BRIDGE IN
CHEBUNYO-SIGOR WARDS

TITLE

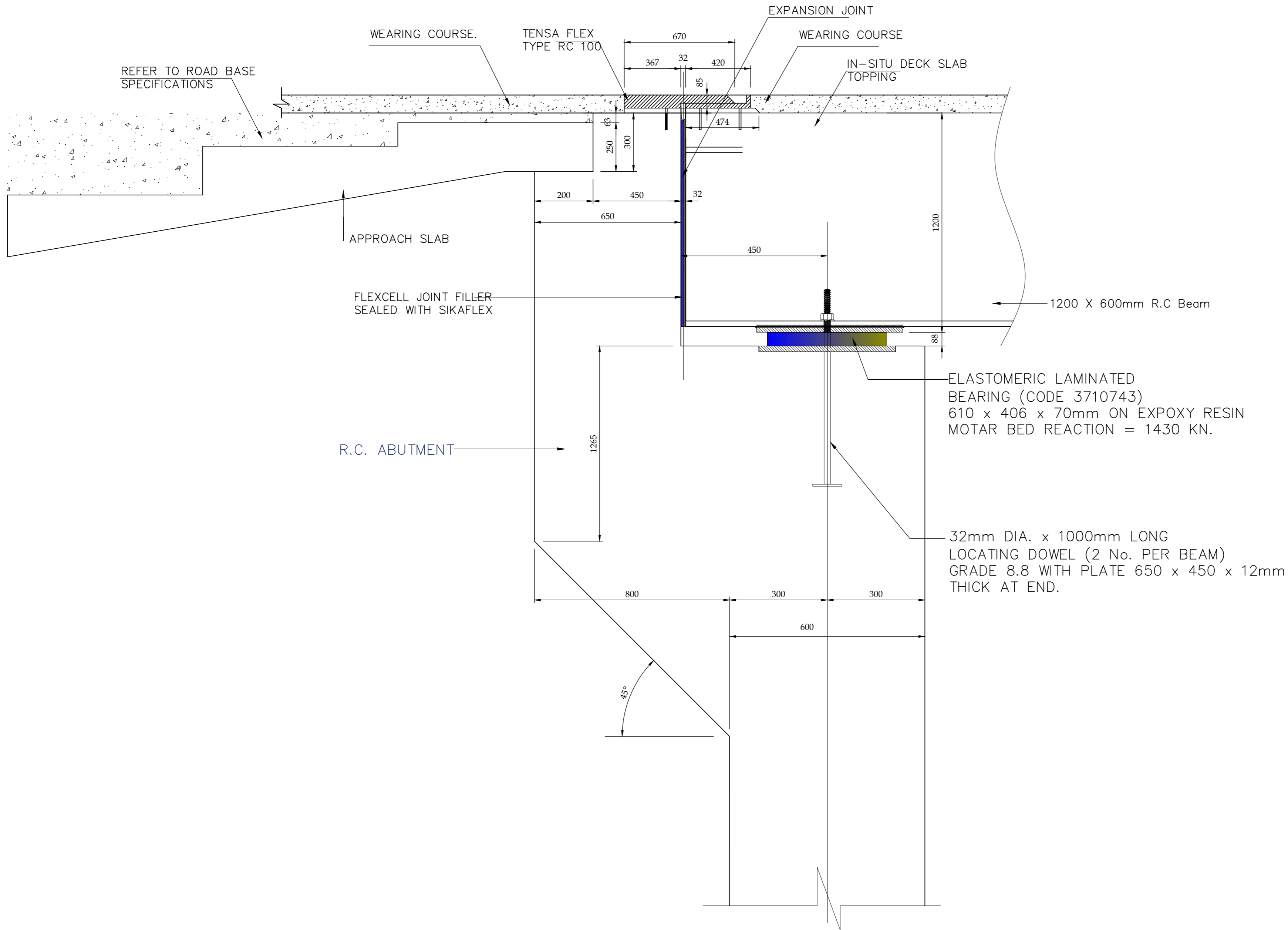
ABUTMENT PEDESTAL: BEAM
SUPPORT TYPE

WORKSHOP 3

ABUTMENT PEDESTAL DETAILS

Drawn	K.Ng'eno.	Scale(s)	As shown
Designed	K.Ng'eno.	Date	AUG 2024
Checked	K.Ng'eno.	Date	AUG 2024
Approved		Date	AUG 2024

JOB No. 02 - 2024	DRG No. 16
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NOTES

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COUNTY GOVERNMENT OF BOMET

PROJECT

CONSTRUCTION OF CHEPKOSA -
TILANGOK BRIDGE IN
CHEBUNYO-SIGOR WARDS

TITLE

ABUTMENT PEDESTAL: BEAM
SUPPORT TYPE

WORKSHOP 4

ABUTMENT PEDESTAL DETAILS

Drawn	K.Ng'eno.	Scale(s)	As shown
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Approved		Date	AUG 2024

JOB No. 02 - 2024 | DRG No. 17

Section VI - Specifications

Notes for preparing Specifications

1. Specifications must be drafted to present a clear and precise statement of the required standards of materials, and workmanship for tenderers to respond realistically and competitively to the requirements of the Procuring Entity and ensure responsiveness of tenders. The Specifications should require that all materials, plant, and other supplies to be permanently incorporated in the Works be new, unused, of the most recent or current models, and incorporating all recent improvements in design and materials unless provided otherwise in the Contract. Where the Contractor is responsible for the design of any part of the permanent Works, the extent of his obligations must be stated.
2. Specifications from previous similar projects are useful and may not be necessary to re-write specifications for every Works Contract.
3. There are considerable advantages in standardizing **General Specifications** for repetitive Works in recognized public sectors, such as highways, urban housing, irrigation and water supply. The General Specifications should cover all classes of workmanship, materials and equipment commonly involved in constructions, although not necessarily to be used in a particular works contract. Deletions or addenda should then adapt the General Specifications to the particular Works.
4. Care must be taken in drafting Specifications to ensure they are not restrictive. In the Specifications of standards for materials, plant and workmanship, existing Kenya Standards should be used as much as possible, otherwise recognized international standards may also be used.
5. The Procuring Entity should decide whether technical solutions to specified parts of the Works are to be permitted. Alternatives are appropriate in cases where obvious (and potentially less costly) alternatives are possible to the technical solutions indicated in tender documents for certain elements of the Works, taking into consideration the comparative specialized advantage of potential tenderers.
6. The Procuring Entity should provide a description of the selected parts of the Works with appropriate reference to Drawings, Specifications, Bills of Quantities, and Design or Performance criteria, stating that the alternative solutions shall be at least structurally and functionally equivalent to the basic design parameters and Specifications.

Such alternative solutions shall be accompanied by all information necessary for a complete evaluation by the Procuring Entity, including drawings, design calculations, technical specifications, breakdown of prices, proposed construction methodology, and other relevant details. Technical alternatives permitted in this manner shall be considered by the Procuring Entity each on its own merits and independently of whether the tenderer has priced the item as described in the Procuring Entity's design included with the tender documents.

BRIDGE - SPECIFICATIONS

I. SPECIFICATIONS

BILL 01: PRELIMINARY AND GENERAL ITEMS

Scope:

This bill comprises those items that are required at the Commencement and Completion of the Works or that are Provisional Items applicable for the duration of the Works.

01-50-01 Mobilization and Establishment of the Site

The Contractor shall provide all equipment, tools, materials, temporary offices, stores and housing required to carry out the Works.

The Contractor shall ensure that all possible means of protection are given to the labour force at all times. Such protection shall include provision of high visibility clothing or vests, goggles and masks for workers in potentially dangerous locations or dealing with potentially harmful materials. The Contractor shall also maintain first aid kits with a minimum of the following items:-

- Non Stick wound dressing
- Selection of plaster/band aids
- Crepe bandages
- Gauze and cotton wool
- Antiseptic solution (washing wounds)
- Antiseptic cream – Betadine, Burnol
- Pain killers Panadol, Disprin
- Anti diarrhoea – Immodium, Diadis, Charcoal
- Anti histamine – Piriton, Triludan
- Anti nausea – Stemetil
- Eye ointment
- Oral re-hydration sachets
- Surgical gloves Measurement

and Payment: NA

01-60- 001 Contract Supervision

Provisional sum available for the Engineer for expenses incurred for supervising the contract such as allowances, casual wages and transportation within the project area.

Measurement and Payment:

Provisional Sum: Payable by the Contractor to the Engineer through certification as directed by the Engineer. No markup is included in this item.

Work Method: NA

01-60- 002 Clearance on Completion

On Completion of the Works, all temporary housing, equipment, signs and tools shall be removed from the site, and the site left in good order to the satisfaction of the Engineer.

Measurement and Payment

The Lump Sum payment will be made upon approval by the Engineer that the Clearance has been satisfactorily carried out.

Work Method: NA

01-60-03 Insurance

The Contractor shall provide Insurance in accordance with the Conditions of Contract as indicated in the Appendix to form of tender for Rehabilitation and Improvement Contracts and Clause 14.1 for small works conditions of contract.

Measurement and Payment

Lump Sum payment for this item will be made upon the production of satisfactory evidence by the Contractor that Insurances have been affected.

Work Method: NA

01-60-04 Quality Control Tests

The Engineer may instruct the Contractor during the progress of the Works to carry out quality control tests to check materials and standards of workmanship, against the Specifications.

Where such tests indicate defective standards, the Engineer shall instruct the Contractor to rectify the defects to the Engineer's satisfaction and at the Contractor's expense.

The Engineer shall include a Provisional Sum for this item to be expended only as and when the Contractor is instructed to carry out tests at approved material testing laboratories.

Measurement and Payment

Reimbursable item based on actual costs incurred by the contractor including sampling, transportation and testing.

Work Method: NA

01-60-05 Publicity Sign Boards

The Contractor shall provide Sign Boards as specified on the Drawings or as directed by the Engineer. The Sign Boards shall be placed at the beginning and end of the road or road bill covered by this Contract.

Sign Boards shall be maintained for the duration of the Works, and removed on completion.

Quality Control

The Engineer shall check that Sign Boards have been erected in accordance with Drawings and Specifications.

Measurement: Number

The unit of measurement shall be number of Sign Boards erected

Payment

The unit rate shall be the full compensation for labour, tools, materials and incidental costs required for carrying out the work.

Work Method: NA

01-60-06 Drinking Water

The Contractor shall provide safe drinking water on site for workers at a reasonable distance from all work locations, for the duration of the Works.

Quality Control

The Engineer shall check regularly that adequate supplies of water are available throughout the Site.

Measurement and Payment

A Lump Sum shall be paid on a Monthly basis upon the approval of the Engineer that adequate supplies have been provided.

Work Method:

LB

01-60-07 Provision of site sanitation facilities

The Contractor shall provide sanitation facilities on site for workers at a reasonable distance from all work locations, for the duration of the Works. This can be in the form of shallow pit latrines that are appropriately covered. All shallow pit latrines shall be filled in after the end of use.

Quality Control

The Engineer shall check regularly that adequate sanitation facilities are available throughout the Site.

Measurement and Payment

A Lump Sum shall be paid on a Monthly basis upon the approval of the Engineer that adequate sanitation facilities have been provided.

Work Method:

LB

BILL 04: SITE CLEARANCE

Scope

This bill covers the clearance of bushes, shrubs, grasses, trees, stumps, boulders, stripping and grubbing of the topsoil, removal of anthills and other unsuitable materials for the specified widths of the road, quarry and borrow areas. The distinction between light and heavy bush shall be decided by the Engineer.

04-50-02 Bush Clearing (Heavy)

Where the Engineer designates an area as Heavy Bush (based on the undergrowth density) the Contractor shall clear all vegetation including small trees, shrubs and undergrowth, **and their root systems**, and shall salvage any re-useable timber or other material by cutting into logs and stacking. Other cleared material shall be collected and disposed of off-site as directed by the Engineer.

This activity shall be carried out as either Machine Based or as Labour Based as defined in the Bills of Quantity or as instructed by the Engineer.

Work Method: **LB or MB**

Quality Control

The Engineer shall check the cleared widths at 50 metre intervals

Measurement Unit: m²

The measurement shall be the area cleared to the specified width over the length as instructed by the Engineer.

Payment:

The unit rate shall be the full compensation for all labour, tools, equipment and incidental costs required to complete the work.

04-50-03 Bush Clearing (Light)

The Contractor shall clear all vegetation including small trees, and shrubs with **their root systems**. Grasses and any undergrowth shall be cut to a height of not more than 100mm. The cleared material shall be collected and disposed of away from the side drains and in a manner that causes no visibility obstruction to traffic.

This activity shall be carried out as either Machine Based or as Labour Based as defined in the Bills of Quantity or as instructed by the Engineer.

Work Method: **LB or MB**

Quality Control

The Engineer shall check the cleared widths at 50 metre intervals.

Measurement Unit: m²

The measurement shall be the area cleared to the specified width over the length as instructed by the Engineer.

Payment:

The unit rate shall be the full compensation for all labour, tools and incidental costs required to complete the work.

04-50-04 Clearing Obstructions – Boulders and debris removal

The Contractor shall remove in a manner agreed by the Engineer, rocks and boulders greater than 1.5 m girth using labour, appropriate equipment and blasting as necessary. Boulders shall be disposed off outside the road area.

Blasting should only be done on instruction by the Engineer and only carried out by licensed individuals/firms.

Debris removal shall include:

- Inspection of the road section(s) regularly
- Removal of all obstructions such as fallen trees/ branches, rock fall, landslides and broken signs away from the road, side drains, mitre drains and other drains, inlets and outlets of drifts, culverts and other structures and the safe disposal thereof outside the road formation width.
- Removal of dead animals' carcasses away for the carriageway and disposing of them as directed by the Engineer. Liaison with the Police may be necessary.

This activity shall be carried out as Machine Based, Labour Based or a mixture of the two as defined in the Bills of Quantity or as instructed by the Engineer.

Work Method: **LB, MB, LB-MB**

Quality Control

The Engineer shall approve the removal and satisfactory disposal of the boulders / debris.
The road section shall be free of any obstruction.

Measurement Unit: Provisional Sum

A Provisional Sum shall be included for this item

Payment:

Payment shall be made on a Day works basis.

04-50-05 Stripping and Grubbing

The Contractor shall remove, over the widths shown in Table 4.1, topsoil including grass, anthills, loose boulders up to 1.5m girth and other unsuitable material and deposit the debris outside the cleared area as directed by the Engineer.

Work Method: **LB**

Quality Control

The Engineer shall approve the stripped and grubbed area and the satisfactory disposal of waste material.

Measurement Unit m²

The measurement shall be the area grubbed as directed by the Engineer

Payment

The unit rate shall be the full compensation for all labour, tools and incidental expenses required to complete this item.

04-50-10 Excavate, remove and disposal of concrete structures

The Contractor shall excavate, remove and dispose of concrete structures as directed by the Engineer.

This activity shall be carried out either as Machine Based, Labour Based or a mixture of the two as defined in the Bills of Quantity or as instructed by the Engineer.

Work Method: LB, MB, LB-MB

Quality Control

The Engineer shall approve the area where the structure was removed from and the satisfactory disposal of the concrete structures.

A Provisional Sum shall be included for this item

Payment: Provisional Sum

Payment shall be made on a Day works basis.

Measurement Unit: Provisional Sum

500 EARTHWORKS

502 General

Renumber the existing text as 502.1 and add the following Sub-clause 502.2 to this clause:

502.2 Definitions for Earthworks

Formation level is defined as the lower (bottom) level of sub-base. Sub-grade is the material within 300 mm or such other thickness as may be shown on the drawings, below the formation level. Earthworks are defined as the works below the sub-grade level.

504 Preparation Prior to Forming Embankments

Renumber the existing text as 504.1 and add Sub-clauses 504.2 and 504.3 as follows;

504.2 Benching

Where shown on the drawings or instructed by the Engineer, the Contractor shall, where fill is required, excavate benches where the ground to receive the fill has a slope greater than 1 (vertical): 5 (horizontal).

Where benching is required, the existing ground, after removal of top soil in accordance with the requirements of Section 4 of the Specification, shall be benched by cutting steps such that the horizontal width between the cut face of the bench and the instructed final embankment slope is not less than 1.5 m. Each slope shall be graded to a slope of 1 in 40 from the centerline of the road so as to avoid the pounding of water. The minimum width of 1.5 m shall generally be required for each bench and the Contractor shall allow working in narrow widths.

All earthworks in widening shall be compacted to 100% MDD (AASHTO T99).

The volume of material cut from benches and its re-utilization shall not be measured for

payment but is deemed to be included in the Contractor's rates for earthworks.

504.3 Ground Compaction

After top soil stripping in accordance with Section 4 of the Specification and benching in accordance with Clause 504 of the Specification, the existing ground, including benches, under embankments shall be compacted to a dry density of at least 95% MDD (AASHTO T99) to a depth of 150 mm below ground level unless otherwise directed by the Engineer. Compaction of benches other than the first bench will not be separately measured and is deemed to be included in the Contractor's rates for earthworks.

505 Construction of Embankments

Only material approved by the Engineer shall be used in embankments. Material with high swelling characteristics or high organic matter content and other undesirable material shall not be used, unless specifically authorized by the Engineer. Unsuitable material shall include:

- Material containing more than 5% by weight of organic matter, such as topsoil, humus, material from swamps, mud, log stumps and perishable material
- Material with a swell of more than 3%
- Clay with a liquid limit exceeding 50%
- Material having moisture content greater than 105% of optimum moisture content (standard compaction) in its naturally occurring state.

Material for sub-grade shall meet the following requirements:

- CBR of not less than 15% measured after 4-day soak on a laboratory mix compacted to a dry density of 100% MDD(T99)
- Swell less than 1% on the laboratory mix sample
- Maximum dry Density (MDD) not less than 1500 kg/m³.

Add the following:

In case the Contractor has in his possession heavy compaction equipment, he may opt to construct the sub-grade in a single layer of 300 mm thickness, following compaction trials and upon the Engineer's approval.

Rename the existing text of the Standard Specification as 507.1 and add the following to this clause:

507.2 Rockfill in Carriageway, Embankment and Behind Structures

(a) Scope of Application

With the approval of the Engineer, the rock fill Material can be used only in the following circumstances:

- (i) Where the height of embankment is more than 3 m, including formation level, the lowest 1.0 m thickness can be constructed using rockfill.
- (ii) For all heights, the sloped portion beyond shoulder can be constructed using with provision that, under all circumstances, a minimum of 500 mm thick earthen cushion shall be available between formation level and top level of rockfill.

(iii) Behind the structures irrespective of the height of embankment up to the bottom of sub-grade.

(b) Material

The maximum size of stones shall not exceed 300 mm in any direction. The voids between rocks shall be filled by smaller rock fragments.

(c) Spreading and Compaction

The method of compaction as specified under Clause 507.1 of the Standard Specification and/or as directed by the Engineer, should ensure that no boulders are loosely packed and can move or rock after compaction. The top layer as well as the sides of the retaining normal earth fill on one side shall be fully blinded with filter media comprising crushed aggregate and sand. The grading and layering of filter media shall be such as to form effective filter layer through which particles of inner soil fill of embankment are not able to migrate into the rock fill layer in the process of settlement/consolidation or due to movement of water. The layer work shall combine with the layers of the adjacent rockfill so as to facilitate simultaneous compaction.

(d) Rates

The rates are applicable to completed construction as measured by taking levels before and after compaction up to the top of blinding/filter media 300 mm thick and are inclusive of all materials, void filling materials, blinding materials and filter media.

The preload material shall be removed from any stage of the construction when, in the opinion of the Engineer, based on settlement monitoring records, the required primary consolidation of the soft silts has been achieved.

Based on consolidation properties of soil, expected preload time shall be estimated for each stage. However, this time can be influenced, not only by settlement, but also by the rains. The Contractor will not be entitled to extra payment should these times be varied due to the site conditions or the rains.

(e) Settlement Monitoring

Continuous monitoring of settlement will be necessary to check the efficiency of the system. The instruments for monitoring settlement and stability shall include settlement platforms, Piezometers to determine if pore pressures are exceeding limits that might endanger stability, and Inclinometers to determine if lateral movement occurs.

Settlement monitoring devices shall be installed at the Contractor's cost to monitor the settlement behaviour of ground under fill, to establish the effectiveness of the drainage system. The Contractor shall carry out the settlement monitoring works, including the installation of all the required equipment, in accordance with Standard Specification.

508 Compaction of Earthworks

Fill above ground level adjacent to pipe culverts shall be compacted in layers not exceeding 150 mm in thickness to a field density of 100% MDD (AASHTO T99) up to the level of the top of the pipes or top of surround. The compaction shall extend for a width equal to the internal diameter of the pipe on either side of the pipe (s) or surround (s).

Adjacent to the structures, all fill above ground level up to the underside of the sub-grade shall be compacted in layers not exceeding 150 mm in thickness to a field density of 100%

MDD (AASHTO T99). In case of fill around box culverts, this shall be carried out for the full width of the fill and for a length bounded by the vertical plane passing through the ends of wing walls.

Where the formation in cut areas is formed of hard material, the Contractor shall remove the hard material to a depth of 200 mm or such other depth as may be directed by the Engineer. The void so formed shall be backfilled with sub-grade quality material and compacted to the same standard and tolerances as for sub-grade in fill.

Improved sub-grade, where required as part of the embankment construction shall be compacted and finished to the same standards and tolerances as those required for normal sub-grade.

509 Mass Haul Diagram

No mass haul diagram has been provided with the Contract documents. The Contractor shall locate suitable materials for constructing earthworks along the alignment and elsewhere.

511 Borrow Pits

Delete the first paragraph and substitute with the following;

Fill material which is required in addition to that provided by excavation shall be obtained from borrow pits to be located and provided by the Contractor but to the approval of the Engineer.

514 Top Soiling and Grassing

Consider the existing text to be Sub-clause 514.1

The embankments and cut faces referred to in Clause 514.1 of the Standard Specification are synonymous with fill slopes and cut slopes defined in Clause 110 (c) of the same specification.

The guiding dams referred to in Clause 514.1 of the Standard Specification are synonymous with the guiding dams referred to in Clause 817 of the same specification.

Add the following Sub-clause 514.2

700 EXCAVATION AND FILLING FOR STRUCTURES

703 Excavation of foundations for structures

Make amendments to this clause as follows

Read the second paragraph as “unless otherwise instructed by the Engineer, all excavated surfaces in material other than hard material, on which foundations for structures shall be placed, shall be compacted to 100% MDD (AASHTO T.99) immediately before structures are constructed.

Paragraph 4, last line: - Replace "95%" with "100%".

Add the following to this clause:

703.1 Preparation of Foundation and Approval

(a) Preparation of Foundation

The bottom of foundations shall be levelled both longitudinally and transversely or stepped as directed by the Engineer. Where the material met with is other than rock, the same shall be compacted to at least 95% MDD. Where rock and soil are met with in part widths, the area in the soil portion shall be sub-excavated to a depth of 100 mm and backfilled with Class 15/20 concrete. All rock faces shall be freed of soft and loose material, cleared and cut to a firm surface, level, stepped or serrated as directed by the Engineer. All seams shall be cleared out and filled with cement mortar, to the satisfaction of the Engineer.

(b) Approval of Foundation

After excavation in each location is completed, the Contractor shall notify the Engineer, and no foundation concrete shall be placed until the Engineer has approved the depth of the excavation and the character of the foundation material.

703a Erosion Protection Works at Upstream and Downstream of Culverts/Bridges

703a.1 Scope

The work shall consist of provision of erosion protection works in the form of bed flooring and curtain or cut-off walls at the upstream and downstream ends of the new as well as the existing box/pipe culverts. The work shall be carried out to such designs and at such locations as indicated on the Drawings or as directed by the Engineer.

The erosion protection works shall consist of dry rubble stone bed flooring and random rubble masonry curtain (cut-off) wall at the upstream and downstream ends of box/pipe culverts.

703a.2 Materials

The material for bed flooring shall be dry rubble stone, each stone weighing not less than 40 kg.

The curtain wall shall be constructed of random rubble masonry in cement mortar of 1:3.

703a.3 Construction Operations

(a) Curtain Wall

The trench for the curtain wall shall be excavated as per Clause 703 of the Standard Specification at such locations and to such depths shown on the Drawings or as directed by the Engineer. After preparing the foundation bed, the curtain wall shall be constructed to the thickness shown on the Drawings and to levels up to top of the bed flooring.

(b) Floor Paving

The bed for the flooring shall be prepared by excavation in accordance with Clause 703 of the Standard Specification or filling in accordance with Clause 707 of the same specification, levelled and compacted to at least 98% MDD. The top of bed shall be prepared to such levels that after construction of the bed flooring, it is in line with the invert of the culvert barrel and sloping away. The bed flooring shall end before the curtain wall.

707 Backfilling of Excavations and Filling for structures

Make amendments to this clause as follows

Delete “95% where ever it appears and insert “100%”.

708 Protection of Structures

Add the following to Clause 708.

Unless specific provisions for any structure in respect of cofferdams has been made in the Bill of Quantities, no payment will be made for the erection, maintenance and removal of cofferdams and the Contractor's rates shall be deemed to be all inclusive.

709 Excavations for River Training and New Watercourses

Add the following to Clause 709:

For culvert widening the Contractor shall inspect the structures to be widened and allow for any river training works he deems necessary in his rates for excavation.

710 Stone Pitching

Add the following to Clause 710:

Stone pitching to drains, inlets and outlets of culverts to embankments and around structures shall consist of sound un-weathered rock approved by the Engineer.

All stone for pitching shall be capable of withstanding a crushing stress of 20 N/mm² when soaked. The source of stone shall be free from overburden, mudstone, cracks, sand holes, veins, laminations or other imperfections as may be identified by the Engineer during the approval process.

The surface to receive the pitching shall be compacted and trimmed to slope and the stone laid, interlocked and rammed into the material to give an even finished surface.

In areas where stone pitching has been damaged, the Contractor shall identify such areas and notify the Engineer for his agreement of the extent of the Works required and his approval and instructions to proceed with the Works. Stone pitching repair and reconstruction shall be carried out in accordance with Clause 710 of the Standard Specification. The Works shall involve removal of the damaged stone pitching and reconstruction of the said areas in accordance with Clause 710 of the Standard Specification by the use of the sound salvaged material together with any necessary additional material where all such materials shall comply with Section 7 of the Standard Specification

711 Backfilling of Excavations and Filling for structures

Make amendments to this clause as follows

Delete "95% where ever it appears and insert "100%".

712 Protection of Structures

Add the following to Clause 708.

Unless specific provisions for any structure in respect of cofferdams has been made in the Bill of Quantities, no payment will be made for the erection, maintenance and removal of cofferdams and the Contractor's rates shall be deemed to be all inclusive.

713 Excavations for River Training and New Watercourses

Add the following to Clause 709:

For culvert widening the Contractor shall inspect the structures to be widened and allow for

any river training works he deems necessary in his rates for excavation.

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Add the following to Clause 710:

Stone pitching to drains, inlets and outlets of culverts to embankments and around structures shall consist of sound un-weathered rock approved by the Engineer.

All stone for pitching shall be capable of withstanding a crushing stress of 20 N/mm² when soaked. The source of stone shall be free from overburden, mudstone, cracks, sand holes, veins, laminations or other imperfections as may be identified by the Engineer during the approval process.

The surface to receive the pitching shall be compacted and trimmed to slope and the stone laid, interlocked and rammed into the material to give an even finished surface.

In areas where stone pitching has been damaged, the Contractor shall identify such areas and notify the Engineer for his agreement of the extent of the Works required and his approval and instructions to proceed with the Works. Stone pitching repair and reconstruction shall be carried out in accordance with Clause 710 of the Standard Specification. The Works shall involve removal of the damaged stone pitching and reconstruction of the said areas in accordance with Clause 710 of the Standard Specification by the use of the sound salvaged material together with any necessary additional material where all such materials shall comply with Section 7 of the Standard Specification .

1700 CONCRETE WORKS

1703 Materials for Concrete

This work shall consist of placing selected approved material of 250 mm minimum diameter on the foundation put after excavation to receive levelling concrete in accordance with these specifications and in conformity with the lines, grades and cross sections shown on the Drawings as directed by the Engineer.

(a) Materials

Selected rock: The selected rock boulders to be placed for this work shall be hard, sound and durable quarry stones as approved by the Engineer. Samples of the stone to be used shall be submitted to and approved by the Engineer before any stone is placed.

The maximum size of the stone boulders shall be 300 mm.

(b) Construction Method

After completion of the structural excavation the surface of the loose soil shall be levelled and compacted. Then the stone of the above sizes shall be placed in one layer of 250 mm over the compacted bed where the bottom slab will rest. Coarse sand shall spread to fill up the voids in the stone boulders, and compaction with vibratory compactors should be performed to make this layer dense whereon a concrete of levelling course shall be placed.

(c) Measurement and Payment

Measurement for the bedding materials shall be made in cubic metres for the completed and accepted work, measured from the dimension shown on the Drawings, unless otherwise directed by the Engineer.

Payment for the bedding Materials for Levelling Concrete Works shall be full compensation for furnishing and placing all materials, all labour equipment, tools and all other items necessary for proper completion of the work in accordance with the Drawings and specifications and as directed by the Engineer.

Add the following for fine aggregate

It shall also meet the following requirements.

Test	Test Method	Requirement
Fineness Modulus	AASHTO M6	2.0-3.5
Sodium Sulphate Soundness loss on 5 cycles	AASHTO T104	10% Max.
Friable particles content	AASHTO T112	1% Max.
Test for organic impurities	AASHTO T21	Lighter than standard
Sand equivalent	AASHTO T17	75% Min.
Fraction passing 75 micron sieve	AASHTO T27	5% by weight max. (10% max. for crusher dust)

Add the following for course aggregate

The coarse aggregate shall conform to the following quality requirements:

Test	Test Method	Requirement
Sodium Sulphate Soundness loss on 5 cycles	AASHTO 104	12% max.
Los Angeles Abrasion	AASHTO T96	40% Max.
Content of Friable Particles	AASHTO T112	1% by weight Max.
Soft Fragments and Shale	AASHTO M80	Max. 5% by weight
Flaky Pieces	BS 812	20% Max.
Elongated pieces	BS 812	20% Max.
Combined quantity of chlorides calculated as sodium chloride and sulphates as sodium sulphate	ASTM D1411	1000 ppm, Max.

Add the following to Clause 1703(g):

The water for mixing and curing concrete shall not contain solids and impurities more than the following permissible limits:

Impurities	Permissible Limits
Organic, mg/l	200
Inorganic, mg/l	3000
Sulphates (as SO ₄), mg/l	500
Chlorides (as Cl), for plain cement concrete work and 1000 mg/l for reinforced concrete work mg/l	2000

The pH value of work shall generally be between 6 and 8.

Add the following to Clause 1703:

(iii) Limits for Total Chemical Impurities in concrete

For reinforced concrete work the total chemical impurities collected from aggregates, cement, admixtures and water shall not exceed the following limits:

Impurities	Permissible limits of undesirable chemicals in concrete in percentage by weight of cement
Chlorides (as Cl ion), (%)	0.06
Sulphates (as SO ₃), (%)	4.0

1703a Levelling of Concrete for Bottom Slab Including Formwork Cost

This work shall consist of placing and levelling lean or blinding concrete Class 15/20 over the prepared bed of stone boulders in the foundation for bottom slab and wing walls in accordance with these specifications and in conformity with the lines, grades, thickness and typical cross- sections shown on the drawings unless otherwise directed by the Engineer.

(a) Materials for levelling concrete

Requirement for the concrete class 15/20 is specified as follows:

Design compressive strength, 28 days : 15 N/mm²
Maximum size of coarse aggregate : 20 mm
Maximum cement content : 300 kg/m³
Maximum water/cement ratio of 50% with slump of 80 mm

(b) Construction Method

The bed of stone boulders upon which the levelling concrete will be placed shall be smooth, compacted and true to the grades and cross-section shall be set to the required lines and grades.

(c) Measurement and payment

Measurement for levelling concrete (Class 15/20) shall be made in cubic metres completed and accepted levelling concrete work measured in place and which has been executed in accordance with the drawings and the Specifications.

Payment for this work shall include furnishing and placing all materials, labour, equipment and tools, and other incidentals to specifications and as directed by the Engineer.

1703b Reinforcement Bars for Walls and Slabs

This work shall consist of furnishing, fabricating and placing in the concrete of the bottom slab, top slab, median wall, sidewalls, wing walls and aprons, reinforcing bars of the quality, type and size in accordance with these specifications and in conformity with the requirements shown on the Drawings.

(a) Material

Reinforcement bars shall be deformed and shall meet the requirements of British Standard BS 4461, unless otherwise called for on the drawings or approved by the Engineer.

No reinforcement bar shall be delivered without a certificate guaranteeing the yield stress. The reinforcement bars shall be kept off the ground, free from dirt, oil, grease, or avoidable rust and stored within a building or provided with suitable covers.

If it is necessary for the Engineer to ascertain the quality of the reinforcement bars, the Contractor shall test the reinforcement bars, at his own expense, by the means as directed by the Engineer.

(b) Construction Method

(i) Bar Bending Schedule

The Engineer shall provide the Contractor with bending schedules showing the location types, sizes, bending dimensions and cut lengths of the reinforcement bars required to be fixed in the works.

(ii) Cutting and bending

Qualified men shall be employed for the cutting and bending and proper application shall be provided for such work.

Bars shall be cut and bent cold to the dimensions indicated and with equipment and methods approved by the Engineer.

Stirrups and tie bars shall be bent around a pin having a diameter not less than 15 times the minimum diameter of the bars. Bends of other bars, where full tension in the bar may occur, shall be made around a pin having a diameter not less than 7.5 times the bar diameter as shown on the drawing.

Reinforcing bars shall be accurately formed to the shapes and dimensions indicated on the Drawings, and shall be fabricated in a manner that will not be injurious to the materials.

(c) Placing

Reinforcing bars shall be accurately placed in proper position so that they be firmly held during placing of concrete.

Bars shall be tied at all intersections by using annealed iron wire 0.9 m or larger diameter or suitable clips.

Distances from the formwork shall be maintained, corrected by means of metal hangers, metal blocks, metal supports or other supports approved by the Engineer.

The Engineer shall inspect the formwork and reinforcement bars after placing. When a long time has elapsed after placing reinforcement bars, they shall be cleaned and inspected again by the Engineer before casting concrete.

(d) Splicing and Joint

When it is necessary to splice reinforcement bars at points, position and methods of splicing shall be determined based on strength calculations and approved by the Engineer.

In lapped splices, the bars shall be lapped by the required length, and wired together at several points by using annealed iron wire larger than 0.9 mm.

When a long time has elapsed after placing reinforcement bars, they shall be cleaned and inspected again by the Engineer before placing concrete.

(e) Joint

Exposed reinforcement bars intended for bonding with future extensions shall be effectively protected from injury and corrosion.

Oxyacetylene welding joint of reinforcing steel shall be carried out only if authorized by the Engineer in writing.

(f) Measurement and Payment

Bending and installation of reinforcement bars of piers and abutments shall be measured in terms of tonnes. The length of steel bar of each size will be shown on the drawings in which the bar length for splicing is excluded. In computing the weight to be measured, the theoretical weights of bars of the cross-section shown on the Drawings or authorized shall be used. These weights are given in the table below.

Bar Type and the Nominal Diameter in Millimetres	Weight of Bar in Kilograms per 12 m length of bar
Y10	7.40
Y12	10.66
Y16	18.95
Y20	29.60
Y25	46.30
Y32	75.80

This work shall consist of all temporary moulds for forming the concrete for culvert walls and slabs together with all temporary construction required for their support. Unless otherwise directed by the Engineer all formwork shall be removed on completion of the walls and slabs.

(a) Materials

Formwork shall be made of wood or metal and shall conform to the shape, lines and dimensions shown on the Drawings.

All timber shall be free from holes, loose material, knots, cracks, splits and warps or other defects affecting the strength or appearance of the finished structure.

Release agents shall be either neat oils containing a surface activating agent, cream emulsions, or chemical agents to be approved by the Engineer.

(b) Construction Method

(i) Formworks

Formwork shall be designed to carry the maximum loads, which may be imposed and so be rigidly constructed as to prevent deformation due to load, drying and wetting, vibration and other causes. After formwork has been set in correct location it shall be inspected and approved by the Engineer before the concrete is cast.

If requested, the Contractor shall submit to the Engineer working drawings of the formwork and also calculations to certify the rigidity of the formwork.

Unless otherwise described in the Contract, all form joints for exposed surfaces of concrete shall form a regular pattern with horizontal and vertical lines continuous throughout each structure and all construction joints shall coincide with these horizontal and vertical lines. PVC pipes of 50 mm diameter for weep holes shall be arranged as shown on the Drawings.

Unless otherwise specified, formwork shall be designed to form chamfers at all external corners whether or not such chamfers are shown on the Drawings to prevent cracks and other damage from arising.

The inside surface of forms shall be cleaned and coated with a releasing agent to prevent adhesion of the concrete. Release agents shall be applied strictly in accordance with the manufacturer's detailed instructions. The release agent shall be applied to the formwork prior to erection. Release agent must not come into contact with reinforcement. Immediately before concrete is cast, the formwork shall be thoroughly cleaned and freed from sawdust, shavings, dust, mud or other debris by hosing with water. Temporary openings shall be provided in the formwork to drain away the water and rubbish.

(ii) Scaffolding

All scaffolding required to support the formwork shall be designed and constructed to provide necessary rigidity and support the loads without appreciable deflection or deformation.

Details, plans and structural and flexural calculations for scaffolding shall be submitted to the Engineer for approval, but in no case shall the Contractor be relieved of his responsibility for the results obtained by use of these details.

(iii) Removal of formwork

The time at which the formwork is removed shall be the Contractor's responsibility and the formwork shall not be removed until the concrete strength has reached the strength to the approval of the Engineer

(c) Measurement and Payment

No measurement shall be allowed for formwork of temporary construction joints.

Payment for the formwork shall be incidental to the pay items of particular grade of concrete for furnishing, erecting, jointing all the formwork for the concrete including furnishings and applying release agent, and construction of the required scaffolding to support the formwork all conforming to the shape, lines, grade and dimensions of the structure as shown on the Drawings, all in accordance with the Drawings and as directed by the Engineer.

1703d Concrete Works to Vertical Walls and Slabs

This work shall consist of furnishing, mixing, delivering and placing of the concrete for the construction of culvert walls and slabs in accordance with these specifications and in conformity with the requirements shown on the Drawings.

Concrete class 25/20 shall be used for Culvert walls and slabs.

(a) Concrete Materials

(i) Cement:

Cement shall be of Portland type (Strength 42.5) and shall conform to the requirements of BS 12 or equivalent.

The Contractor shall select only one type or brand of cement. Changing of the type or brand of cement will not be permitted without a new mix design approved by the Engineer. All cement is subject to the Engineer's approval. However, approval of cement by the Engineer shall not relieve the Contractor of his responsibility to furnish concrete of the specified compressive strength requirements.

Conveyance of cement by jute bags shall not be permitted. Storage in the Contractor's silo or storehouse shall not exceed more than two (2) months and age of cement after manufacture at mill shall not exceed more than four (4) months. The Contractor shall submit to the Engineer for his approval the result of quality certificate prepared by the manufacturer.

Whenever it is found out that cement has been stored too long, moist or caked, the cement shall be rejected and removed from the project.

(b) Aggregates

Fine and coarse aggregates must be clean, hard, strong and durable, and free from absorbed chemicals, clay coating or materials in amounts that could affect hydration, bonding, strength and durability of concrete.

Grading of aggregates shall conform to the requirements in the tables below.

(i) Grading of Fine Aggregate

Sieve Size (mm)	Percentage by Weight Passing
10	100
5	89 – 100
2.5	60 – 100
1.2	30 – 100
0.6	15 – 54
0.3	5 – 40
0.15	0 – 15

(ii) Grading of Coarse Aggregates

Size Coarse Aggregate	Amounts finer than each standard sieve percentage by weight							
	40	30	25	20	15	10	5	2.5
	100	-	-	90 - 100	-	30 - 69	0 - 10	-

Other requirements for aggregates are as detailed below.

(iii) Fine Aggregates

Fitness Modulus, AASHTO	M – 6
Sodium Sulphate Soundness, AASHTO T104:	Max. 10% loss
Content of Friable Particles AASHTO 112:	Max 1% by weight
Sand Equivalent, AASHTO T176:	Min. 75

(iv) Coarse Aggregate

Abrasion, AASHTO T96	Max 405 loss
Soft Fragment and shale, AASHTO M80:	Max. 5% by weight
This and elongated Pieces, AASHTO M80:	Max. 15%

(v) Water

All sources of water to be used with cement shall be approved by the Engineer. Water shall be free from injurious quantities of oil, alkali, vegetation matter and salt as determined by the Engineer.

(vi) Admixture

Only admixture, which have been tested and approved in the site laboratory through trial mixing for design proportion shall be used.

Before selection of admixture, the Contractor shall submit to the Engineer the specific information or guarantees prepared by the admixture supplier. The Contractor shall not exclude the admixture from concrete proportions.

Chemical admixtures where permitted shall conform to the requirements of AASHTO M194. Unless otherwise specified, only Type A (Water reducing), Type B (Retarding), Type D (Water reducing and retarding), Type F (Water reducing, high range) or Type G (Water reducing, high range and retarding) shall be used.

Admixtures containing Chloride ion (Cl) in excess of one percent by weight of the admixture shall not be used in reinforced concrete.

A Certificate of Compliance signed by the manufacturer of the admixture shall be furnished to the Engineer for each shipment of the material used in the works.

(c) Concrete class 25/20

Concrete Class 25/20 shall be used for culvert walls and slabs. The requirements of concrete Class 25/20 are provided as follows unless otherwise the Engineer will designate any alteration.

Design compressive strength, 28 days: 25N/mm² Maximum size of coarse aggregates: 20 mm
Maximum water/cement ratio of 45% with slump of 80 mm

(d) Proportioning Concrete

The Contractor shall consult with the Engineer as to mix proportions at least thirty (30) days prior to beginning the concrete work. The actual mix proportions of cement, aggregates, water and admixture shall be determined by the Contractor under supervision of the Engineer in the site laboratory.

The contractor shall prepare the design proportions which has 120% of the strength requirement specified for the designated class of concrete.

No class of concrete shall be prepared or placed until its job-mix proportions have been approved by the engineer.

(e) Concrete Work

(i) Batching

Batching shall be conducted by weight with accuracy of:

Cement	:	0.5 %
Aggregate	:	0.5 %
Water and Admixture	:	1 %

Equipment should be capable of measuring quantities within these tolerances for the smallest batch regularly used as well as for larger batches.

The accuracy of batching equipment should be checked every month in the presence of the Engineer and adjusted when necessary.

- (ii) Mixing and delivery
Slump of mixed concrete shall be checked and approved at an accuracy of +25 mm against designated slump in these specifications.

- (iii) Concrete in hot weather

No concrete shall be placed when the ambient air temperature is expected to exceed thirty three degrees Celsius (33°C) during casting operations.

- (iv) Concreting at night

No concrete shall be mixed, placed or finished when natural light is insufficient, unless an adequate approved artificial lighting system is operated; such night work is subject to approval by the Engineer.

- (v) Placing

In preparation of the placing of concrete, the interior space of formwork shall be cleaned and approved by the Engineer prior to casting concrete. All temporary members except tie bars to support formwork shall be removed entirely from the formwork and not buried in the concrete. The use of open and vertical chute shall not be permitted unless otherwise directed by the engineer.

The Contractor shall provide a sufficient number of vibrators to properly compact each batch immediately after it is cast in the formwork.

(f) Measurement and Payment

Measurement for the Concrete Works Class 25/20 of culvert walls and slabs shall be made in cubic metres for the walls and slabs actually constructed, measured from their dimensions shown on the drawings. Payment for the Concrete Works (Class 25/20) of culvert walls and slabs shall be the full compensation for furnishings all materials of the concrete mixing, delivering, placing and curing the concrete, equipment and tools, labour and other incidentals necessary for the completion of the work in accordance with the Drawings and these specifications and as directed by the Engineer.

1704 Concrete Works of the Beams and Deck Slabs

1704.1 Description

This work shall consist of furnishing, mixing, delivering and placing of the concrete for the construction of the in situ beams and deck slab, including form F3 type finish, in accordance with Standard Specifications and in conformity with the requirements shown on the Drawings.

Concrete Class 30/20 shall be used for beams and slabs.

1704.2 Concrete materials

(a) Cement

Cement shall be of Ordinary Portland (Strength 42.5) type and shall conform to the requirements of BS or equivalent.

The Contractor shall select only one type or brand of cement or others. Changing of the type of cement will not be permitted without a new mix design approved by the Engineer. All cement is subject to the Engineer's approval. However, approval of the cement by the Engineer shall not relieve the Contractor of the responsibility of furnishing concrete of the specified compressive strength requirements.

Conveyance of cement by chute bags shall not be permitted. Storage in the Contractor's silo or store house shall not exceed more than two (2) months, and the age of cement after submitting to the Engineer the result of quality certificate prepared by the manufacturer for his approval.

Whenever it is found out that cement have been stored too long, moist, or caked, the cement shall be rejected and removed from the project.

(b) Aggregates

Fine and coarse aggregates must be clean, hard, strong and durable, and free from absorbed chemicals, clay coating, or materials in amounts that could affect hydration, bonding, strength and durability of concrete. The aggregates should conform to BS 882.

Grading of aggregates shall conform to BS 812.

Other requirements for aggregates are as given below.

(i) Fine Aggregates

Fitness Modules	AASHTO M-6	2.3 to 3.1
Sodium Sulphate Soundness	AASHTO T104	Max. 10% loss
Content of Friable Particles	AASHTO 112	Max. 1% by weight
Sand Equivalent	AASHTO T176	Min.75

(ii) Coarse Aggregate

Abrasion	AASHTO T96	Max. 405 loss
Soft Fragment and Shale	AASHTO M80	Max. 5% by weight
Thin and elongated pieces	AASHTO M80	Max. 15%

(c) Water

All sources of water to be used with cement shall be approved by the Engineer. Water shall be free from injurious quantities of oil, alkali, and vegetable matter and salt as determined by the Engineer.

(d) Admixture

Only admixture which have been tested and approved in the site laboratory through trial mixing for design proportion shall be used.

Before selection of admixture, the Contractor shall submit to the Engineer the specific information or guarantees prepared by the admixture supplier.

The Contractor shall not exclude the admixture from concrete proportions.

1704.2.1 Concrete class 30/20

Concrete Class 30/20 shall be used for in situ beams and deck slabs. The requirements of concrete Class 30/20 are as detailed below unless otherwise the Engineer will designate any alteration.

Design compressive strength, 28 days: 30N/mm^2

Maximum size of coarse aggregates: 20 mm

Minimum cement content: 300 kg/m^3 , and

Maximum water/cement ratio of 45% with slump of 80 mm

1704.2.2 Proportioning Concrete

The Contractor shall consult with the Engineer as to the mix proportions at least thirty (30) days prior to beginning the concrete work. The actual mix proportions of cement, aggregates, water and admixture shall be determined by the Contractor under supervision of the Engineer in the site laboratory.

The contractor shall prepare the design proportions which has 120% of the strength requirements specified for the designated class of concrete.

No class of concrete shall be prepared or placed until its job-mix proportions have been approved by the Engineer. **1704.2.3 Concreting Work**

(a) Batching

Batching shall be conducted by weight with accuracy of

Cement: $\frac{1}{2}\%$

Aggregate: $\frac{1}{2}\%$

Water and Admixture: 1%

Equipment should be capable of measuring quantities within these tolerances for the smallest batch regularly used as well as for larger batches.

The accuracy of batching equipment should be checked every month in the presence of the Engineer and adjusted when necessary.

(b) Mixing and Delivery

Slump of mixed concrete shall be checked and approved against designated slump in these specifications. The time elapsing from when the water is added to the mix until the concrete is deposited in place at the site of the work shall not exceed thirty (30) minutes in case that the concrete is hauled in non agitative type trucks or carriers, or more than sixty (60) minutes in case that it is hauled in truck mixers or other carriers with agitators.

(c) Concrete in Hot Weather

No concrete shall be placed when the ambient air temperature is expected to exceed thirty three degrees Celsius (33⁰C) during casting operations.

(d) Concreting at Night

No concrete shall be mixed, placed or finished when natural light is insufficient unless an adequate approved artificial lighting system is operated, and such night work is subjected to approval by the Engineer.

(e) Placing

In preparation of the casting of concrete, the interior space of formwork shall be cleaned and approved by the Engineer prior to casting concrete. All temporary members except tie bars to support formwork shall be removed entirely from the formwork and not buried in concrete. The use of open and vertical chute shall not be permitted unless otherwise directed by the Engineer. The Contractor shall provide a sufficient number of vibrators to properly compact each concrete batch immediately after it is cast in the formwork.

1704.3 Concrete class 35/20

Concrete Class 35/20 shall be used for in situ beams and deck slabs. The requirements of concrete Class 35/20 are as detailed below unless otherwise the Engineer will designate any alteration.

Design compressive strength, 28 days: 35N/mm²

Maximum size of coarse aggregates: 20 mm

Minimum cement content: 300 kg/m³, and

Maximum water/cement ratio of 45% with slump of 80 mm

1704.4 Measurement and Payment

Measurement for the Concrete Works for beams and deck slabs shall be made in cubic metres for the walls and slabs actually constructed, measured from their dimensions shown on the Drawings. Payment for the concrete works of beams and deck slabs shall be full compensation for furnishing all materials of the concrete mixing, delivering, placing and curing the concrete, equipment and tools, labour and other incidentals including form F3 type, necessary for the completion of the work in accordance with the Drawings and these specifications and as directed by the Engineer.

1705 Mixing Concrete

Add the following to Clause 1705 of the Standard Specification.

Mixed concrete from the central mixing plant shall be transported in truck mixers, truck agitators, or other approved containers. The time elapsing from the time water is added to the mix until the concrete is deposited in place at the site of the work shall not exceed 30 minutes when the concrete is hauled in non-agitating trucks, or more than 90 minutes when hauled in truck mixers or truck agitators.

Where concrete is supplied from a central plant, there shall be sufficient transporting equipment to ensure continuous delivery at the rate required. The rate of delivery shall be such as to provide for the proper handling, casting, and finishing of the concrete. The method of delivery and handling the concrete shall be in a way which will facilitate casting with a minimum of re-handling and without damage to the structure or the concrete. The methods of delivery and handling for each site shall be approved by the Engineer. The Engineer may

suspend the mixing and casting of concrete at any site for which he considers the Contractor's delivery equipment inadequate until such a time as the Contractor provides additional approved delivery equipment.

Concrete shall be allowed to be placed only when the Engineer or his representative is present at the site and has previously checked and approved in writing the positioning, fixing and condition of the reinforcement, and the alignment and suitability of the formwork.

Concrete shall be placed so as to avoid segregation of the materials and displacement of the reinforcement. When casting involves dropping the concrete by more than 1.5 metres, it shall be conveyed through sheet metal troughs, chutes or other approved pipes. The chutes, troughs and pipes shall be kept clean and free from coating of hardened concrete by thoroughly washing with water after each operation.

Rename Clause 1740 as 1740.1 and add the following to this clause:

1740.2 Interlocking Concrete Paving Block

(a) Quality

The block for the paving works shall be as shown on the drawings and as directed by Engineer. The blocks shall be 60 mm thick of quality concrete class of such that yields the strength of 50 N/mm², having specified the size and type with grey or red or combination of them.

Grading of sand for bedding			Grading of sand for the joint filling	
Sieve Size (mm)	Percentage Passing		Sieve Size (mm)	Percentage Passing
9.52	100		2.36	100
4.75	95 – 100		1.18	90 – 100

Grading of sand for bedding			Grading of sand for the joint filling	
Sieve Size (mm)	Percentage Passing		Sieve Size (mm)	Percentage Passing
2.36	90 – 100		0.6	60 – 90
1.18	50 – 95		0.3	30 – 60
0.6	25 – 60		0.15	10 – 30
0.3	10 – 30		0.075	0 – 10
0.15	0 – 15			
0.075	0 – 10			

(b) Foundation of Paving Blocks

Over the prepared and consolidated sub-grade a layer of Sub-base using crushed aggregate shall be laid to falls and slopes to a compacted thickness of 100 mm and compacted with C- 10 tonne roller. Over the prepared sub-base, a layer of 3 mm and down fine sand shall be laid and compacted to 25 mm in thickness and to required falls

(c) Paving Blocks Laying

The blocks shall be laid on top of the prepared base in required pattern as directed by the Engineer. On completion of the laying work, approved fine screened sand shall be spread over the paving and the joints filled with fine sand compacted as directed by the Engineer. Extra sand on the surface shall be removed by brushing. When required, the edge blocks shall be cut clean and sharp with approved tools and as per the manufacturer's instructions. The cut edges shall be rubbed smooth before laying. Compaction with a power vibrating plate (Wacker model VPH 70) shall be used suitably as recommended by the approved proprietary manufacturer. Any blocks damaged during laying shall be replaced. The entire work of the installation and materials shall meet the approval of the Engineer.

1741 Measurement and Payment

Delete Clause 1741(c).

Add the following to Clauses 1741 (d), (e) and (f):

Read Clause 1741(l) as follows:

The precast unit of measurement shall be m³ of particular grade of concrete.

Add the following to this section:

1742 Plant and Equipment for Aggregates and Concrete

1742.1 Aggregate Processing Plant

Aggregate processing plant to be provided by the Contractor shall conform to the following:

(a) Type of Plant

Except where aggregates are supplied from commercial sources, a modern and dependable aggregate plant capable of producing satisfactory concrete aggregates in sufficient quantities and the rate necessary to meet the requirements of the construction schedule shall be provided at a location acceptable to the Engineer. Complete facilities shall be provided for proper crushing, washing, classifying, storing, reclaiming and delivering the aggregates to the mixing plant.

(b) Samples and Test

The aggregate plant shall be operated for a sufficient time in advance of the dates set for first placement of concrete to permit the development of procedures which result in high capacity production of aggregates proven by tests to meet all the requirements of this specification.

(c) Fines in Sand

The facilitation for fine aggregate production shall be so designed and operated as to retain the necessary quantity of finer fractions. An excess of fines will not be permitted. If natural sand is from marine source, the sand shall be cleaned of clayey material and washed with potable water before use. All crushing, washing, screening, classifying, blending, batching, or other properties of fine aggregate necessary to meet these specifications shall be

(d) Drainage of Sand

Aggregates shall not be removed directly from the washing or classifying operations to the aggregate bins in the concrete mixing plant, but shall be stored as required, to permit drainage of excess water and in such a manner as to avoid contamination by foreign materials. Sand shall remain free-draining storage for at least 48 hours prior to use. **(e) Segregation**

The stockpiles for aggregates shall be formed so as to prevent segregation, and as approved by the Engineer. The deposition and removal thereof shall be conducted in a manner to maintain the uniformity of grading. The side slopes of stockpiled aggregates shall be kept flatter than the angle of repose to prevent accumulation of coarser material at the bottom of the slope.

(f) Volume of Storage

Sufficient live storage of all size fractions of processed aggregates shall be maintained at all times, to permit continuous placing of concrete at the rates so as to meet the scheduled requirements. If aggregates are stockpiled on the ground, the bottom portion of the stockpile within 300 mm of ground shall not be used. The Contractor may also plan to store sufficient quantity of coarse and fine aggregate so that concreting during the rains can proceed without hindrance as the collection of the same during the rains may be difficult.

(g) Approval of Aggregate Plant Layout

Plans and written specifications for the aggregate processing plant including description and capacity data on the processing equipment, and flow charts of the whole processing operation which shall show rates of flow of material at the various crushing and separation points in the processing, as well as the volumes of the stockpiles and the number and types of equipment to be used in transporting the aggregates from aggregate plant to the mixing plant, shall be submitted to the Engineer in advance of plant erection for his approval.

1742.2 Concrete Plant

A modern dependable batch type mixing plant capable of producing concrete of specified quality and at the rate of output required to meet the specified requirements, and a balanced complement of transporting, handling and placing equipment shall be provided at locations and in a manner approved by the Engineer. The concrete mixing plant shall be completely installed for a sufficient length of time prior to scheduled date for placement of first concrete, to enable the Engineer to make the necessary physical tests, prior to use of the plant for the production of concrete.

(a) Standby Arrangement

As a standby arrangement to the batching and mixing plant, the stationary mixer/mixers of capacity 700 litres of mixed concrete and other appropriate equipment shall be provided.

(b) Type of Plant

The type of plant to be furnished shall be fully automatic. The term “automatic” is used to

- (i) Batch weights are set manually on a mix selector
- (ii) Mixes are charged automatically by mix selector
- (iii) Materials are batched automatically

Ice flaking machine of sufficient capacity shall be installed as a part of batching plant.

(c) Batchers

Individual weigh batchers shall be provided for all works, requiring the use of more than two separate size groups of coarse aggregates. Cumulative weight batchers may be used for work requiring the use of not more than two separate size groups of coarse aggregates provided that the cement is weighed and batched separately from the aggregates. The batchers shall be arranged to permit the convenient addition or removal of material. Batching equipment shall be so constructed and arranged that the sequence and time of discharge can be controlled to produce a re-blending and mixing of the aggregates and, wherever possible, mixing of the cement with the aggregates as the materials pass through the charging hopper in to the mixer. This control shall be effected by the controls of the batcher discharge gates. Batchers shall be so interlocked that a new batching cycle cannot be started until all batchers are completely empty.

(i) Weighing Units

Every delivering point of aggregates and cement into the mixer, charging hopper shall have a weighing unit and each weighing unit shall include a visible, spring less direct reading dial which shall indicate the scale load at all stages of the weighing operation from zero to full capacity.

The scale dials and the weighing equipment shall be in full view of the operator, so that he may conveniently observe the operation of the batcher gates and the discharge of the materials. Provision shall be made for adjustment and change in weights of materials being charged in the hopper.

(ii) Measuring Water

Water shall be measured by weight except in situations for which written approval is given by the Engineer to measure by volume. The mechanism for measuring and delivering water to the mixers shall not permit leakage when the valves are closed.

The filling and discharge shall be measured by weight. The filling shall be capable of ready adjustment to permit varying the quantity of the admixtures to be batched. The equipment shall be kept in a clean and fully operating condition.

(iii) Tolerance in Batching

Weighing devices shall be capable of measuring the various ingredients of the following accuracy.

<u>Materials</u>	<u>Percent (by weight)</u>
Cement	1
Water	1

(iv) Records & Charts

An accurate record shall be maintained at the batching plant by the Contractor for the following:

- (a) The weight of the cement, water and admixture
- (b) The weight of the aggregate for each size shall be recorded separately.
- (c) Temperature of the concrete immediately after mixing
- (d) Mixing time of each batch when all the materials are loaded into the mixer
- (e) Time when the concrete is delivered from the mixer
- (f) Ambient temperature

(v) Recorders

A recorder shall be provided for each set of units measuring each of the materials delivered to the mixer. The recorder shall produce a continuous visible record, on a single ruled chart, of the weight of the cement, water and each size of aggregates, of the mixing time of each batch after all materials are in the mixer, of the temperature of the concrete and of the time of day at intervals of not more than fifteen (15) minutes. The recorder shall be completely housed and shall be capable of being locked and shall be placed in a position convenient for observation by the plant operator and the Engineer. Each chart shall be so ruled and printed that it may be readily and permanently identified, so that the quantities and time may be read directly without scaling or calculation. A portion of the recorder chart equivalent to at least thirty (30) minutes of plant operation shall be visible after recording. This portion of the chart shall be supported over its entire width on a smooth, firm backing so that notes can be made without puncturing the paper. The recorders and scale dials shall be housed in a room, box or compartment visible at all times and sufficiently tight to exclude objectionable dust coming from the plant operation.

BILL 10: GRADING AND GRAVELLING

Scope:

Grading covers the work of reinstating the road carriageway to the correct camber by removing the high points and filling gullies, corrugations, and wheel ruts to restore a smooth running surface.

Grading can either be done by labour (Manual Reshaping) or by Machine (Motorized grading or towed grading).

Manual reshaping is preferable where there is sufficient labour. For existing roads with side drains light manual reshaping should be used as defined in 10-50-004. Heavy manual reshaping should be used for roads that have deteriorated to such an extent that the drains and carriageway need to be re-instated. Heavy Manual Reshaping is defined under Bill 5 – Earth Works.

Light grading is carried out on good and fair roads as a maintenance activity while heavy grading is for re-establishing a road in poor or very poor condition.

Gravelling consists of the excavation; loading, hauling, dumping, spreading and compacting using approved equipment of gravel wearing course material on the formation of the road carriageway. Gravel shall include lateritic gravel, quartzitic gravel, calcareous gravel, decomposed rock, soft stone coral rag, clayey sand and crushed rock.

The material may be obtained from quarries, borrow pits or excavation in cuttings as directed by the Engineer. Gravel material shall conform to the requirement given in

Table 10.1: Requirement for Gravel Wearing Course

GRADING REQUIREMENTS		PLASTICITY INDEX REQUIREMENTS PI		
Sieve (mm)	% by Weight Passing	Zone	Min	Max
40	100	WET: Mean annual rainfall > 500mm	5	20
28	95 – 100	DRY: Mean annual Rainfall < 500mm	10	30
20	85 – 100			
14	65 – 100			
10	55 – 100			
5	35 – 92			
2	23 – 77			
1	18 – 62			
0.425	14 – 50			
0.075	10 – 40			
For —Quarry Wastel gravel stones of maximum dimension 80mm may be permitted		BEARING STRENGTH REQUIREMENTS		
		Traffic VPD	CBR	DCP Equivalent mm/Blow
		>15	20	11
		<15	15	14
		CBR at 95 % MDD, Modified AASHTO and 4 days soaking		
		Lower quality material (CBR 15) may be accepted if no better material can be found		

The Engineer shall approve quarries and the extent of their exploitation. The possible quarries shall be shown to the Contractor prior to commencement of the Works. The Contractor shall be responsible for the acquisition of the quarry rights and shall conduct respective negotiations with landowners and affected communities.

Alternative sources of gravel material whose quality can be shown to be in compliance with the specification requirements may be used, with the approval of the Engineer. The Contractor is deemed to have included in his rates for the provision of the gravel material.

10-50- 004: Carriageway Grading - Light Grading

Light grading shall only be done when there is sufficient moisture in the material. The Contractor shall grade the carriageway to control roughness and corrugations using either a Towed or a Motor grader. The width of the carriageway shall be as specified for the Road Class.

Pegs 200 to 300mm long shall be placed at 20 m intervals to mark edge of the carriageway

The material shall be bladed toward the centre of the road, starting from both edges, to the specified camber. Where instructed by the Engineer, suitable materials from the side drains may be used to fill potholes and gullies in the carriageway. Any further material needed to re-form the camber shall be from an approved source. Compaction shall be achieved using the wheels of the equipment, tracked evenly over the full surface, or by other approved means.

No grading shall be carried out in dry conditions.

The Contractor shall use **Equipment** to carry out this item.

Work Method: **MB**

Quality Control

- The width of the carriageway shall be checked at every 50m intervals and have a tolerance of +50mm or -20mm
- The camber shall be checked with a camber board at 25m intervals and shall have a tolerance of $\pm 1\%$
- Longitudinal levels shall be checked with a straight edge of minimum 2.7 m length. Maximum tolerance of ± 10 mm.

Measurement Unit: m^2

The measurement shall be the area of carriageway graded, measured net according to the specified width and measured length graded.

Payment

The unit rate shall be the full compensation for labour, tools, equipment and incidental costs required for carrying out the work.

10-50-004: Light Manual Reshaping (Grub edge, fill gullies and Reshape carriageway)

This activity involves trimming the edge of the carriageway, grubbing grass from the carriageway filling gullies and ruts on the carriageway and reshaping of the camber of the road to the original

standard and shape. No grass shall be grubbed from the shoulders, but it shall be cut to a maximum height of 50mm.

For earth roads materials from the side drains may be used to reshape the carriageway and fill gullies. Where additional suitable material is required to reinstate the camber to the required shape, this material shall be obtained from approved sources nearest to the final deposition area.

For gravel roads the gravel shall be obtained from the stacks placed at intervals along the road for this purpose if applicable.

The fill material shall be watered, mixed and compacted using suitable tampers to a finished level 25mm above the surrounding road surface.

This activity shall be carried out before and after the rains, or as directed by the Engineer.

The Contractor shall apply **Labour** methods to carry out this item.

Work Method: **LB**

Quality Control

- The width of the carriageway including the shoulders shall be checked at 100m intervals with tolerance of +50mm or -20mm
- The camber shall be checked using camber board at 50m intervals and shall have a tolerance of $\pm 1\%$
- The quality of fill material shall be approved by the Engineer
- The minimum compaction to be applied to fill areas shall be such that no rammer imprint on the surface shall be seen.

Measurement Unit: m^2

The measurement shall be the area of carriageway shaped.

Payment

The unit rate shall be the full compensation for labour, tools and incidental costs required for carrying out the work.

10-60-001: Provide Gravel Wearing Course (Excavation, Free haul, spreading and Compaction of Gravel)

Excavation of Gravel

Gravel shall be excavated from quarries approved by the Engineer, and the Contractor shall inform the Engineer if the quality/availability of the gravel changes during the course of excavation.

Stones and boulders with one dimension greater than 80mm shall be removed from the excavated gravel and deposited outside the quarry at locations approved by the Engineer. Such stones and boulders may be reused in other parts of Works with the approval of the Engineer.

Excavation and loading shall normally be by labour unless, at the request of the Contractor, the Engineer allows the use of equipment.

The Contractor shall use **Labour** and/or **Equipment** to carry out this work, as directed by the Engineer.

Work Method: LB or MB

Quality Control:

- Oversize stones and boulders shall not be loaded for haulage to the road.
- Areas containing deleterious material shall not be excavated.

Free haul, spreading and Compaction of Gravel

Free haul involves the transportation of gravel material for the first 1.5 km from the quarry. The Contractor shall spread and compact gravel material, in a manner to ensure a uniform thickness of the layer across the full width of the carriageway and shaped to the specified camber. Spreading also includes the removal of any oversized stones or boulders, which cannot be broken down to the required size, to spoil dumps. Gravel shall be spread within 24 hours of off-loading.

Compaction of the gravel material shall be carried out from the carriageway edges to the centerline by overlapping passes of the compaction equipment. The number of passes shall be as directed by the Engineer dependent upon the equipment used and the material being compacted. Unless otherwise instructed the moisture content of the material shall be within $\pm 2\%$ of optimum

Where additional moisture is required, water shall be applied in an even manner and the rate of application shall be such that no transverse or longitudinal flows occur.

The Engineer may instruct the Contractor to carry out density tests on the compacted material to ensure that an acceptable standard has been achieved.

The Contractor shall use Equipment for haulage and **Labour** for spreading unless the Engineer instructs otherwise.

Work Method: LB-MB

Quality Control:

- The gravel surface width shall be checked at 100m intervals and shall have a tolerance of $\pm 50\text{mm}$
- Trial holes shall be dug as directed by the Engineer to check the gravel thickness and shall have a tolerance of $+ 5\text{mm} / - 0\text{mm}$
- The camber shall be checked at 50m intervals and the maximum tolerance shall be $\pm 1\%$
- The longitudinal profile shall be checked after the compaction of each load to ensure a smooth surface with no corrugations or depressions, tolerance of $\pm 10\text{mm}$.
- Compaction shall show no movement of material under the roller, minimum of 6 passes.
- Compaction test standard shall be 95% MDD (AASHTO T180)

Measurement Unit: m^3

The measurement shall be the volume of compacted gravel surfacing measured net according to the Drawings and shall include the excavation and the 1.5km „free“ haul distance

Payment

The unit rate shall be the full compensation for labour, tools, equipment and incidental costs required for carrying out the work.

10-60- 002: Haulage (Overhaul beyond 1.5km)

The Contractor shall haul by appropriate equipment and off-load on the road as directed by the Engineer. Where the quantity delivered in any load falls short of the equipment capacity, off-loading shall only be permitted after the agreed spacing is adjusted accordingly.

No vehicle with a capacity of greater than 10 tonnes shall be permitted to off-load gravel directly on the prepared formation unless approved by the Engineer. Any greater loads shall be dumped in stockpiles off-road and transported to the formation areas by appropriate means.

Where loads supplied are found to contain material other than from the approved quarry and are of unacceptable quality, the Contractor shall remove them from site at the Contractor's expense.

The Contractor shall use **Equipment** to carry out this Item.

Work Method: **MB**

Quality Control:

- No haulage equipment shall be used until its capacity has been ascertained by the Engineer
- The quality of gravel dumped on the road shall be according to the Specifications
- The quantity of material delivered in each load shall be checked before dumping is allowed
- The distance between the stacks shall be checked to ensure the required compacted thickness will be achieved.

Measurement Unit: m^3km (Overhaul)

The Contractor shall allow in the rates for item 10-60-001 for a „free“ haul distance of 1.5km. The „overhaul“ shall be the distance, greater than 1.5km, to the centre point of the section where the gravel is being dumped and processed, measured along the shortest route as determined by the Engineer.

The measurement of overhaul shall be the product of the volume of the gravel hauled and the distance to the centre point as indicated above.

Payment

The unit rate shall include full compensation for labour, tools, equipment, and incidental costs necessary to carry out the work.

10-60-004 Gravel Patching (Excavation, Free haul, Spreading and Compaction of Gravel)

Excavation of Gravel

Gravel shall be excavated from quarries approved by the Engineer, and the Contractor shall inform the Engineer if the quality/availability of the gravel changes during the course of excavation.

Stones and boulders with one dimension greater than 80mm shall be removed from the excavated gravel and deposited outside the quarry at locations approved by the Engineer. Such stones and boulders may be reused in other parts of Works with the approval of the Engineer.

Excavation and loading shall normally be by labour unless, at the request of the Contractor, the Engineer allows the use of equipment.

The Contractor shall use **Labour** and/or **Equipment** to carry out this work, as directed by the Engineer.

Work Method: LB or MB

Quality Control:

- Oversize stones and boulders shall not be loaded for haulage to the road.
- Areas containing deleterious material shall not be excavated.

Free haul, preparation, spreading and Compaction of Gravel

Free haul involves the transportation of gravel material for the first 1.5 km from the quarry. The Contractor shall prepare the area to be patched by removing excessive water and loose material. The contractor shall then dump, spread and compact gravel material, in a manner to ensure a uniform thickness of the layer across the full width of the carriageway and shaped to the specified camber. Spreading also includes the removal of any oversized stones or boulders, which cannot be broken down to the required size, to spoil dumps. Gravel shall be spread within 24 hours of off-loading.

Compaction of the gravel material shall be carried by overlapping passes of the compaction equipment. The number of passes shall be as directed by the Engineer dependent upon the equipment used and the material being compacted. Unless otherwise instructed the moisture content of the material shall be within $\pm 2\%$ of optimum

Where additional moisture is required water shall be applied in an even manner and the rate of application shall be such that no transverse or longitudinal flows occur.

The Engineer may instruct the Contractor to carry out density tests on the compacted material to ensure that an acceptable standard has been achieved.

The Contractor shall use Equipment for haulage and **Labour** for spreading unless the Engineer instructs otherwise.

Work Method: LB-MB

Quality Control:

- The gravel surface width shall be checked at 100m intervals and shall have a tolerance of

$\pm 50\text{mm}$

- Trial holes shall be dug as directed by the Engineer to check the gravel thickness and shall have a tolerance of $+ 5\text{mm} / - 20\text{mm}$
- The camber shall be checked at 50m intervals and the maximum tolerance shall be $\pm 1 \%$
- The longitudinal profile shall be checked after the compaction of each load to ensure a smooth surface with no corrugations or depressions, tolerance of $\pm 10\text{mm}$.
- Compaction shall show no movement of material under the roller, minimum of 6 passes.
- Compaction test standard shall be 95% MDD (AASHTO T180)

Measurement Unit: m^3

The measurement shall be the volume of compacted gravel surfacing measured net according to the Drawings and shall include the excavation and the 1.5km „free“ haul distance

Payment

The unit rate shall be the full compensation for labour, tools, equipment and incidental costs required for carrying out the work.

25-50-02 Soil Erosion Mitigation Measures

Soil Erosion problems must be identified and appropriate mitigation measures included during the preparation of the contract document. However, the Engineer shall provide a Provisional Sum for Soil Erosion Mitigation Measures that were foreseen during the preparation of the document.

Measurement

A Provisional Sum shall be included in the Bill of Quantities for this item.

Section VII- Bills of Quantities

PREAMBLE TO BILLS OF QUANTITIES

1. The Bills of Quantities form part of the Contract Documents and are to be read in conjunction with the Instructions to Tenderers and these Documents.
2. The prices and rates to be inserted in the Bills of Quantities are to be the full, inclusive value of the work described under the several items including all costs and expenses which may be required in and for the execution of the work described and for the Contractor's overheads and profits. The rates shall be VAT exclusive but include all other taxes, levies and fees applicable.
3. Each item in the Bills of Quantities contains only a brief description of the required work. Fuller details and descriptions of the work to be done, the materials to be used, the standards of workmanship, methods of measurement and payment are to be found in the various sections of the Specifications and on the Drawings.
4. The Quantities set out in the Bills of Quantities are estimated and represent substantially the work to be carried out. There is no guarantee that the Contractor will be required to carry out all the quantity of work indicated under any one particular item or group of items in the Bills of Quantities. The basis of payment shall be the Contractor's rates and the quantities of measured work done in fulfilment of the obligations under the Contract.
5. Work shall be carried out under Dayworks items only at the direction, and with the approval, of the Engineer. The Contractor shall enter rates in the Dayworks Schedule of Rates, which shall reflect the realistic costs, including overheads and profit, of each item. If, in the opinion of the Engineer, a rate is unreasonably high or low, the Contractor may be required to amend the rate to the satisfaction of the Engineer.
6. The contractor shall be required to gravel a minimum Road width of 5m. The materials required for concrete works shall be machine crushed ballast and river sand.

COUNTY GOVERNMENT OF BOMET					
Department of Roads, Public Works and Transport					
Project	Establishment and Construction of Chepkosa - Tilangok bridge				
ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
1	<u>BILL NO1: PRELIMINARY</u>				
1.05	Allow a prime cost sum for Material tests as shall be directed by the Structural Engineer against Receipts		p.c sum		550,000.00
1.06	Extra Over item 1.05 for the contractor's overheads and profits	20	%		80,000.00
1.07	provide, Erect and maintain publicity signs as directed by the Engineer	2	NO		60,000.00
1.09	provide a prime cost of Ksh. 250,000 for provision and maintenance of the Supervision site office in accordance with clause 137 of special specification		p.c sum		250,000.00
1.10	include %age of item 1.09 for contractor's overhead and profit	20	%		50,000.00
1.11	Provide a PC sum for cofer dams or equivalent for temporary exclusion of water on excavated pits		item		1,000,000.00
1.12	Allow a prime cost sum of Ksh.... for attendance to the engineer's site office staff including overtime		p.c sum		-
1.13	Allow a prime cost sum of Ksh. 150,000 for to the Resident Engineer's miscellaneous account to be spent in whole or as directed by the Engineer against receipts		p.c sum		150,000.00
1.14	Allow a prime cost sum of Ksh. 600,000 for Environmental impact assessment reports and control engineering survey services nessecitated as need arise		p.c sum		600,000.00
1.15	Purchase and provide laptop computers as per Clause 133 of special Specification to the Approval of the Engineer. Ownership to revert to the Project Manager at the end of the project.	3	No		-
1.16	Provide, Fuel, and maintain with driver 4WD Double Cab for exclusive use of the RE in accordance with class 138 of special specifications; to include a driver, fueling and routine service of the vehicle which shall be reverted back at the lapse of the project	12	V/mo nth		-
	<i>BILL 1 TOTAL TO COLLECTION 1</i>				

[illegible]

[illegible]

ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
7	EXCAVATION AND FILLING FOR STRUCTURES				-
7.01	Excavation in soft material for bridge foundation and gabion mattresses	1350	M ³		-
7.02	As for item 7.01 but in hard material (provisional)	203	M ³		-
7.03	provide as backfill and compact hardcore materials for bridge foundation	1350	M ³		-
7.04	Provide and place macaferri or equivalent gabion boxes and mattresses to protect in both upstream and downstream as directed by the engineer	360	M ²		-
7.05	provide and place rockfill to gabion boxes as directed by the Engineer	180	M ³		-
7.06	provide and put in place gabion boxes to protect the embankment near the structure and to carry false formwork below the deck	150	M ³		-
7.07	Ditto 7.05 but for 7.06	150	M ³		-
7.08	backfill to the structure on the approaches with hardcore as directed by the engineer	2100	M ³		-
7.09	E.O item 7.05 and 7.07 for grouting	80	M ²		-
7.11	E.O item 7.07 for grouting	470	M ²		-
	TOTAL TO COLLECTION 1				-

ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
BILL 10.0	<u>grading and gravelling works</u>				
10.1	Heavy Grading without watering or Compaction: Trim with motor grader or heavy towed grader existing carriageway surface to camber, including slopes and ditches without providing watering and Compaction	15000	M ²		-
10.2	Light grading: Trim with motor grader existing carriageway surface to camber, including slopes and ditches	30000	M ²		-
10.3	Reshaping: Restore manually the camber on earth or gravel roads by returning material from road sides and shoulder towards road centre	36000	M ²		-
10.4	Gravelling, Processing and Compaction: Prepare for road formation and provide, place, spread, shape and compact without watering gravel of not less than CBR 20%	1350	M ³		-
	TOTAL TO COLLECTION 1				-

ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
17.0	<u>BILL 17. CONCRETE WORKS</u>				
	<u>CONCRETE</u> Provide, place and compact the follwing classes of concrete as specified				
17.01	class 15/20 concrete for blinding	10	M ³		-
17.02	class 30/25 structural concrete to foundation of piers, columns, abutments, pier cap beams, breastwalls, wing walls, deck and transition slab	505	M ³		-
17.03	Class 25/20 RCC on conrete guard rails, shallow drains and other auxillaries on bridge	8	M ³		-
	<u>REINFORCEMENT</u> Provide, bend and fix intno positions high yield steel bars to BS4461 the following steel reinforcement as directed and as shown on the drawings				
17.03	16mm diam and above	65	ton		-
17.04	As item 17.03 above but of size 12mm and below.	45	ton		-
17.05	Steel fabric reinforcement to BS 4483 size A252.3 where directed by the Engineer	120	M ²		-
	<u>Provide, fix in position and later dismantle the following type of formwork of marine MDF type</u>				
17.06	class F1 shuttering to vertical surfaces of bridge abutments/breast walls and wing walls	770	M ²		-
17.09	class F3 for vertical walls, inner surfaces, outer surfaces and wing walls	1327.4	M ²		-
					-
	BILL 17 TOTAL TO COLLECTION 1				

Bill No 21: Miscellaneous Bridgeworks					
21.01	Class 30/25 concrete to form bearing pedestal bridge bearing	3	m3		-
21.02	Elastomeric Hard Rubber Bearings each to bear a beam end	18	No		-
21.03	Provide and place into position 50 mm diam pipe handrail and flexbeam guard rails to AASHTO M180 on 100mm x100 RHS steel posts at 2m centres along the edges of the bridge	100	m		-
21.04	Joint filler as waterproof cement or other approved filler	60	m2		-
21.05	Approved joint sealant	17.2	m		-
21.06	Provide and install in position 75mm diameter 300mm long plastic pipes through deck slab to provide drainage spouts of the deck	8	No		-
21.08	<u>Provide and install in position 100mm diameter</u> 700mm long plastic pipes through abutment and wingwalls to provide drainage	150	No		-
21.09	Provide a PC sum to supply and place adjustable steel scaffolds for formwork under the deck		PC		4,500,000.00
TOTAL TO COLLECTION 1					

Summary Construction of Chepkosa - Tilangok Vehicular bridge			
	BILL OF QUANTITIES		
BILL No	DESCRIPTION	AMOUNT	
1	PRELIMINARIES	-	
4	SITE CLEARANCE	-	
5	EARTHWORKS	-	
7	EXCAVATION AND FILLING FOR STRUCTURES	-	
10	GRADING AND GRAVELLING WORKS	-	
17	CONCRETE WORKS	-	
21	MISCELLANEOUS BRIDGEWORKS	-	
	Sub total 1	-	
	Add 3% of Sub total 1 for Contingecies	-	
	Add 16% for VAT	-	
	TOTAL SUM TO TENDER FORM	-	

CONTRACT FORMS

FORM No 1: NOTIFICATION OF INTENTION TO AWARD

This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender. Send this Notification to the Tenderer's Authorized Representative named in the Tender Information Form on the format below.

FORMAT

FORM No. I - Notification of Intention to Award [*This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender.*] [*Send this Notification to the Tenderer's Authorized Representative named in the Tender Information Form*]

FORMAT

For the attention of Tenderer's Authorized Representative

Name: [*insert Authorized Representative's name*] Address: [*insert Authorized*

Representative's Address] Telephones: [*insert Authorized Representative's telephone/fax numbers*] Email Address: [*insert Authorized Representative's email address*]

[**IMPORTANT:** *insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.*]

Date of Transmission: This Notification is sent by: [*email*] on [*date*] (local time)

Procuring Entity: [*insert the name of the Procuring Entity*] Contract title: [*insert the name of the contract*]

Country: Kenya, County _____ (*if the Procuring Entity is from a County*)

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

- a) Request a debriefing in relation to the evaluation of your Tender, and/or
- b) Submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Tenderer

Name: [*insert name of successful Tenderer*] Address: [*insert address of the successful Tenderer*]

Contract price: [*insert contract price of the successful Tender*]

2 Other Tenderers: *insert names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out.*

SNo	Name of Tender	Tender Price as read out	Tender's evaluated price (Note a)	One Reason Why not Evaluated
1				
2				
3				
4				
5				

(Note a) State NE if not evaluated

Tender price	Evaluated	Comments (if
--------------	-----------	--------------

1. How to request a debriefing

- a) DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).
- b) You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (5) Business Days of receipt of this Notification of Intention to Award.
- c) Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:
 - i) Attention: [insert full name of person, if applicable]
 - ii) Title/position: [insert title/position]
 - ii) Agency: [insert name of Procuring Entity]
 - iii) Email address: [insert emailaddress]
- d) If your request for a debriefing is received within the 3 Days deadline, we will provide the debriefing within five (3) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (3) Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.
- e) The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.
- f) If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Days from the date of publication of the Contract Award Notice.

2. How to make a complaint

- a) Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [insert date] (local time).
- b) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:
 - i) Attention: [insert full name of person, if applicable]
 - ii) Title/position: [insert title/position]
 - iii) Agency: [insert name of Procuring Entity]
 - iv) Email address: [insert emailaddress]
- c) At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.
- d) Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website info@ppra.go.ke or complaints@ppra.go.ke. You should read these documents before preparing and submitting your complaint.
- e) There are four essential requirements:
 - i) You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
 - ii) The complaint can only challenge the decision to award the contract.
 - iii) You must submit the complaint within the period stated above.

- iv) You must include, in your complaint, all of the information required to support your complaint.

3. Standstill Period

- i) DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).
ii) The Standstill Period lasts ten (14) Days after the date of transmission of this Notification of Intention to Award.
iii) The Standstill Period may be extended as stated in paragraph Section 5 (d) above.

If you have any questions regarding this Notification please do not hesitate to contact us. On behalf of the Procuring Entity:

Signature: _____ **Name:** _____

_____ **Title/position:** _____

_____ **Telephone:** _____ **Email:** _____

FORM NO. 2 - REQUEST FOR REVIEW

FORM FOR REVIEW(r.203(1))

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 of20.....in the matter of Tender No.....of20..... for..... (Tender description).

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....P. O. Box 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.

By this memorandum, the Applicant requests the Board for an 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 onday of20.....

SIGNED

Board Secretary

FORM NO 3: NOTIFICATION OF AWARD - LETTER OF ACCEPTANCE

[Letterhead paper of the Procuring Entity] [date]

To: *[name and address of the Contractor]*

This is to notify you that your Tender dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers, is hereby accepted by

.....
(*name of Procuring Entity*).

You are requested to furnish the Performance Security within 30 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section VIII, Contract Forms, of the Tender Document.

Authorized Signature:

Name and Title of Signatory:

Name of Procuring Entity.....

Attachment: *Contract Agreement*.....

FORM NO 4: CONTRACT AGREEMENT

THIS AGREEMENT is made on the day of 20
between The Chief Officer, on behalf of the Director General COUNTY GOVERNMENT
OF BOMET Kenya hereinafter called "the Employer" of the one part and
..... hereinafter called
"the Contractor" of the other part.

WHEREAS the Employer is desirous that certain works should be executed, viz.

PROPOSED CONSTRUCTION OF CHEPKOSA-TILANGOK BRIDGE, TENDER NUMBER:
CGB/DRPWT/BRG/001/2025-2026 and has accepted a Bid by the Contractor for the execution
completion and maintenance of such works,

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expressions shall have the same meanings as are
respectively assigned to them in the Conditions of Contract hereinafter referred to.
 2. The following document shall be deemed to form and be read and construed as
part of this Agreement, viz.:
 - a). The Letter of acceptance
 - b). The said BID and Appendix to
 - Tender c). The Conditions of
 - Contract Part II
 - d). The Conditions of
 - Contract Part I e). The Special
 - Specifications
 - f). The Standard Specifications for Road and Bridge Construction, 1986
 - Edition. g). The Drawings
 - h). Schedules of Supplementary
 - Information g). The Priced
 - Bill of Quantities
 - i). Other documents as may be agreed and listed
- All aforesaid documents are hereinafter referred to as "The Contract".

3. In consideration of the payment to be made by the Employer to the Contractor, the Contractor

hereby covenants with the Employer to execute, complete and maintain the works in conformity in all respects with the provisions of the Contract.

The Employer hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the works the Contract Price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be hereto affixed (or have hereunto set their respective hands and seals) on the day and year first above written.

SIGNED SEALED AND DELIVERED

By the said Employer:
(The Chief Officer, COUNTY
GOVERNMENT OF BOMET-P.O.BOX
19-20400 BOMET) For and on behalf of
the said Employer

In the presence of:
(Name and Designation of Witness)

.....
.....(Signature of Witness)

.....
.....(Address of witness)

By the said Contractor:
.....

In the presence of:
.....
(Name and Designation of Witness)

.....
.....(Signature of Witness)

.....
.....(Address of witness)

FORM NO. 5 - PERFORMANCE SECURITY

[Option 1 - Unconditional Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____ *[insert name and Address of Procuring Entity]* **Date:**

_____ *[Insert date of issue]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that _____
_____ (hereinafter called "the Contractor") has
entered into Contract No. _____ dated _____ with
(name of Procuring Entity) _____ (the Procuring Entity as the Beneficiary), for the
execution of
_____ (Hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, a
performance guarantee is required.
3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the
Beneficiary any sum or sums not exceeding in total an amount
of

(in words),¹ such sum being payable in the types and proportions of currencies in which
the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand
supported by the Beneficiary's statement, whether in the demand itself or in a separate signed
document accompanying or identifying the demand, stating that the Applicant is in breach of its
obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for
your demand or the sums specified therein.
4. This guarantee shall expire, no later than the Day of, 2.², and any demand for payment
under it
must be received by us at the office indicated above on or before that date.
5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six
months]* *[one year]*, in response to the Beneficiary's written request for such extension, such
request to be presented to the Guarantor before the expiry of the guarantee.

[Name of Authorized Official, signature(s) and seals/stamps].

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

¹ *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the
Letter of Acceptance, less provisional sums, if any, and denominated either in the currency of the Contract or a freely
convertible currency acceptable to the
Beneficiary.*

² *Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Procuring Entity
should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to
request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the
expiration date established in the guarantee.*

FORM No. 6 - PERFORMANCE SECURITY

[Option 2— Performance Bond]

[Note: Procuring Entities are advised to use Performance Security – Unconditional Demand Bank Guarantee instead of Performance Bond due to difficulties involved in calling Bond holder to action]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ *[insert name and Address of Procuring Entity]*

Date:

_____ *[Insert date of issue]*. **PERFORMANCE BOND No.:** _____

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. By this Bond _____ as Principal (hereinafter called —the Contractor) and _____] as Surety (hereinafter called —the Surety), are held and firmly bound unto _____]

as Oblige (hereinafter called —the Procuring Entity) in the amount of _____

for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with the Procuring Entity dated the _____ day of _____, 20, for _____ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
 - 1) complete the Contract in accordance with its terms and conditions; or
 - 2) obtain a tender or tenders from qualified tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term —Balance of the Contract Price, as used in this paragraph, shall mean the total amount payable by Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or
 - 3) pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.
4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use

of any person or corporation other than the Procuring Entity named herein or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.

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

SIGNED ON _____ on behalf of By _____ in the capacity of In the

presence of

SIGNED ON _____ on behalf of By _____ in the capacity of In the

presence of

FORM NO. 7 - ADVANCE PAYMENT SECURITY

[Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____ *[Insert name and Address of Procuring Entity]*

Date: _____ *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: _____ *[Insert guarantee reference number]*

Guarantor:

_____ *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that _____ (hereinafter called —the Contractor¹) has entered into Contract No. ___ dated _____ with the Beneficiary, for the execution of
2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ *(in words)* is to be made against an advance payment guarantee.
3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *(in words)* upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:
 - a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
 - b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Contractor on its account number _____ at _____.
5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the day of _____, 2², whichever is earlier. Consequently, demand for payment under this guarantee must be received by us at this office on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

[Name of Authorized Official, signature(s) and seals/stamps]

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

¹The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency of the advance payment as specified in the Contract.

²Insert the expected expiration date of the Time for Completion. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

FORM NO. 8 - RETENTION MONEY SECURITY

[Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____ *[Insert name and Address of Procuring Entity]*

Date: _____ *[Insert date of issue]*

Advance payment guarantee no. *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that _____ *[insert name of Contractor, which in the case of a joint ventures shall be the name of the joint venture]* (hereinafter called "the Contractor") has entered into Contract No. _____ *[insert reference number of the contract]* dated _____ with _____ the Beneficiary, for the execution of _____ *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys upto the limit set forth in the Contract (—the Retention Money¹), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, and payment of *[insert the second half of the Retention Money]* is to be made against a Retention Money guarantee.
3. At the request of the Contractor, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]* _____)¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sums specified therein.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Contractor on its account number _____ at *[insert name and address of Applicant's bank]*.
5. This guarantee shall expire no later than the Day of,
2.
²,
, and any demand for payment under it must be received by us at the office indicated above on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

[Name of Authorized Official, signature(s) and seals/stamps]

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

The Guarantor shall insert an amount representing the amount of the second half of the Retention Money.

¹Insert a date that is twenty-eight days after the expiry of retention period after the actual completion date of the contract. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

FORM NO. 9 BENEFICIAL OWNERSHIP DISCLOSURE FORM**(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)****INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM**

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement.

Tender Reference No.: _____ [insert identification

no] Name of the Tender Title/Description: _____ [insert name of the

assignment] to: _____ [insert complete name of Procuring Entity]

In response to the requirement in your notification of award dated _____ [insert date of notification of award] to furnish additional information on beneficial ownership: _____ [select one option as applicable and delete the options that are not applicable]

I) We here by provide the following beneficial ownership information.

Details of beneficial ownership

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
1.	Full Name		Directly----- ----- % of shares	Directly.....% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes ----No----	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes ----No----
	National identity card number or Passport number					
	Personal Identification Number (where applicable)		Indirectly---- ----- % of shares	Indirectly----- % of voting rights	2. Is this right held directly or indirectly?: Direct..... ... Indirect.....	2. Is this influence or control exercised directly or indirectly? Direct..... Indirect.....
	Nationality					
	Date of birth [dd/mm/yyyy]					
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
2.	Full Name		Directly----- ----- % of shares	Directly.....% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No----- 2. Is this right held directly or indirectly?: Direct..... ... Indirect.....	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes -----No----- 2. Is this influence or control exercised directly or indirectly? Direct..... Indirect.....
	National identity card number or Passport number					
	Personal Identification Number (where applicable)		Indirectly----- ----- % of shares			
	Nationality(ies)					
	Date of birth [dd/mm/yyyy]					
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					
3. e.t .c						

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

- (a) holds at least ten percent of the issued shares in the company either directly or indirectly;
- (b) exercises at least ten percent of the voting rights in the company either directly or indirectly;
- (c) holds a right, directly or indirectly, to appoint or remove a director of the company; or
- (d) exercises significant influence or control, directly or indirectly, over the company.

IV) What is stated to herein above is true to the best of my knowledge, information and belief.

*Name of the Tenderer *[insert complete name of the Tenderer]_____*

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

Designation of the person signing the Tender[insert complete title of the person signing the Tender]

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

Date this [insert date of signing] day of..... [Insert month], [insert year]

Bidder Official Stamp