



## **Tender Document**

**For**

# **Proposed Renovation of EARC in Turkana West sub-county.**

**TENDER NO. WKP-001E-2024**

**Tender Closing date: 23<sup>rd</sup> February 2024**

**Time: 12.00pm Local time**

**The document entails: -**

- **Invitation to Bidders.**
- **Scope of the project.**
- **Location of the project.**
- **Instructions to Bidders**
- **Conditions of Contract.**
- **Specifications.**
- **Bills of Quantities.**
- **Evaluation Criteria.**
- **Form of Tender.**



## Invitation to Bidders.

### **TENDER NO. WKP/001E/2024:- Proposed Renovation of EARC in Turkana West sub-county.**

**Waldorf Kakuma Project** invites interested bidders for the renovation of **EAR Center** in Turkana West Sub-County:

This invite is open to all qualified and interested bidders **based in Turkana West Sub-County Only**. For detailed information, bidders are advised to view/obtain the tender document by downloading it from the Waldorf Kakuma Project website: [www.waldorfkakumaproject.org](http://www.waldorfkakumaproject.org). Any request for clarifications must be made in writing at least five (5) days to the closing date of the tender. All clarifications and/or addendums will be posted on the Waldorf Kakuma Project website.

There will be a **Mandatory Site visit** to the above center **on 13<sup>th</sup> February 2024**.

This bid to be charged **a non-refundable fee of Ksh. 5,000/=** deposited into Account Name: **Waldorf Kakuma Agencies, Account No. 1650262707912, Equity bank, Kakuma branch** and the bank slip for the payment attached **to the tender document during submission**. Late submission of bids shall be rejected.

Duly completed and **sealed tender documents** to be submitted for both technical and financial bids clearly marked with the tender number and title indicated on the envelope. Bids not following this requirement shall be disqualified. Bids shall be addressed to;

**ATT: PROCUREMENT OFFICER  
THE TENDER COMMITTEE  
WALDORF KAKUMA PROJECT  
P.O BOX 1997-00502, NAIROBI, KENYA**

**and deposited in a tender box for Waldorf Kakuma Project's field office at Kakuma in Compound 3, at the main gate.**

To be received on or before **23<sup>rd</sup> February, 2024 at 12.00pm**.

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## TERMS OF REFERENCE

### Proposed Renovation of EARC in Turkana West sub-county.

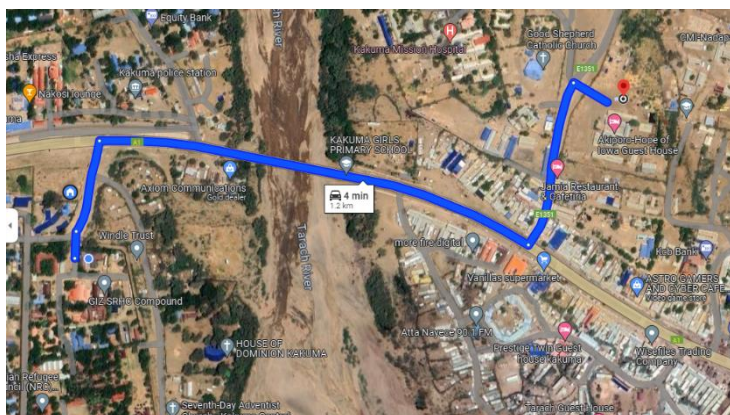
#### A. Introduction

Early childhood education is known to offer a critical window of opportunity that shapes the trajectory of a child's holistic development. This in turn builds a foundation for the children's future. Children need; protection from harm and a sense of security, proper healthcare and nutrition, enough opportunities for early learning, and responsive caregiving for them to achieve their full potential, as enshrined in the human rights. Given these rights, children are able to have a good setup where they nourish their brains and fuel growing bodies. At the Waldorf Kakuma Project, early, high quality intervention services are highly valued as they are able to change a child's developmental trajectory and improve outcomes for children, families, and communities. WKP in partnership with Christian Blind Mission is doing renovation of ECDE centers in the 7 Wards of Turkana West Sub-County, renovating an Education Assessment Resource Center as well as renovating ECDE centers in Kalobeyei Settlement through the funding by Ministry for Economic Cooperation and Development (BMZ). This project is looking at enhancing access to early childhood care and education for in Turkana West Sub County, by renovating learning spaces for the children to respond to the specific needs.

#### B. Location

EAR ECDE Center is located in Kakuma ward at Kakuma Town opposite the Catholic Church. Geo Location referenced in the table and figure below.

Geo-Location	
<i>Northing</i>	<i>Easting</i>
3.711089	34.864389



## C. Instructions to Bidders

**Note:** Bidder must comply with the following conditions and instructions. Failure to do so will result in rejection of the bid.

### a) Definition of Terms

- (a). **“Bidder”** means any person or persons, partnership firm or company submitting a sum or Sums in the Bills of Quantities in accordance with the Instructions to Bidders, Eligibility, Specifications, Drawings and Bills of Quantities for the work Contemplated, acting directly or through a legally appointed representative.
- (b). **“Approved Bidder”** means the bidder who is approved by the Client.
- (c). Any noun or adjective derived from the word **“bid”** shall be read and construed to mean The corresponding form of the noun or adjective **“bidder”**. Any conjugation of the verb **“Bidder”** shall be read and construed to mean the corresponding form of the verb **“bid”**
- (d). **“Client”** means Waldorf Kakuma Project- (WKP)

### b) Eligibility and Qualification Requirements

- 2.1. This invitation to bid is restricted to National Construction Authority - (NCA) ‘7’ and above.
- 2.2. The bidder shall be required to provide the following information;
  - i. The qualifications and experience of key personnel proposed for administration and execution of the Contract, both on site and off site.
  - ii. Major items of construction plant and equipment proposed for use in carrying out the Contract. Only reliable plant in good working order and suitable for the work required of it shall be shown on this schedule. The bidder will also indicate on this schedule when each item will be available on the Works. Included also should be a schedule of plant, equipment and material to be imported for the purpose of the Contract, giving details of make, type and origin as appropriate.
  - iii. Details of sub-contractors to whom it is proposed to sublet any portion of the Contract and for whom authority will be requested for such subletting in accordance with clause 3 of Instruction to Bidders.
  - iv. A draft Program of Works in the form of a bar chart shall form part of the Contract for the successful bidder. Any change in the Program or Schedule shall be subjected to the approval of the Engineer.
  - v. Details of any current litigation or arbitration proceedings in which the bidder is involved as one of the parties.
  - vi. The price to be charged for the tender fee shall be Kshs. 5,000/= deposited into Account name: **Waldorf Kakuma Agencies**, Account No. **1650262707912**, Equity Bank, Kakuma Branch.
  - vii. Previous work successfully completed by the contractor. This will be in form completion certificates.



### 3. Joint Ventures

Bidders submitted by a joint venture of two or more firms as partners shall comply with the following requirements: -

- (a). The bid, and in case of a successful bid, the Form of Agreement, shall be signed so as to be legally binding on all partners.
- (b). One of the partners shall be nominated as being in charge and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized Signatories of all the partners.
- (c). The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the Contract including payment shall be done exclusively with the partner in charge.
- (d). All partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Form of Bid and the Form of Agreement (in case of a successful bidder).
- (e). A copy of the agreement entered into by the joint venture partners shall be submitted with the bid.

### 4. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of his bid and the Client will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### 5. Pre-Bid Site Visit

There shall be a **MANDATORY** site visit on **13<sup>th</sup> February 2024 at 1230hrs.**

**NOTE: -** *Interested contractors to convene at the school gate before being allowed to the school compound by the Centre Manager.*

- 5.1 The bidder is advised to visit and examine the site and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing the bid and entering into a contract. The costs of visiting the Site shall be the bidder's own responsibility.
- 5.2 The bidder and any of his personnel or agents will be granted permission by the Client to enter the premises and lands for the purpose of such inspection, but only upon the express condition that the bidder, his personnel or agents, will relieve and indemnify the client from and against all liability in respect of, and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which but for the exercise of such permission, would not have arisen.
- 5.3 Each bidder shall complete the Certificate of Bidder's site visit as a proof of actual visit, signed by the engineer.
- 5.4 All contractor to have their representatives fill their details in a book provided by the Engineer indicating their name, Company represented, and their contacts.

**CERTIFICATE OF BIDDER'S VISIT TO SITE**

This is to certify that [Name/s]

.....

.....

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

.....

.....

Participated in the organized inspection visit of the site of the works for the

**Proposed Renovation of EAR Centre in Turkana West sub-county.**

Held on..... day of.....20..... Signed.....

(The Engineer / Officer representing Waldorf)

.....

(Name of Waldorf Representative)

(Designation)

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





## **6. Bid Documents**

- 6.1 The bid documents comprise the documents listed here below and should be read together with any Addenda issued in accordance with Clause 8 of these instructions to bidders.
- a) Form of Invitation to Bidders. Form of Tender
  - b) Instructions to bidders.
  - c) Appendix to Instructions to Bidders.
  - d) General Conditions of Contract
  - e) Conditions of Particular Application
  - f) Specifications
  - g) Bills of Quantities
  - h) Equipment/items technical data
  - i) Bid and Confidential Business Questionnaires Schedules of Supplementary Information
- 6.2 The bidder is expected to examine carefully all instructions, conditions, forms, terms, specifications and drawings in the bid documents. Failure to comply with the requirements for bid submission will be at the bidder's own risk. Pursuant to Clause 22 of Instructions to Bidders, bids which are not substantially responsive to the requirements of the tender documents will be rejected.
- 6.3 All recipients of the documents for the proposed Contract for the purpose of submitting a bid whether they submit a bid or not) shall treat the details of the documents as "private and confidential".

## **7. Clarification of Bid Documents**

- 7.1 A prospective bidder requiring any clarification of the bid documents may notify the Client in writing or by Client's mailing address indicated in the Invitation to Bid. The Client will respond in writing to any request for clarification which he receives earlier than five (5) days prior to the deadline for the submission of bids. Written copies of the Client's response (including the query but without identifying the source of the inquiry) will be sent to all prospective bidders who were invited to bid.

## **8. Amendment of Bid Documents**

- 8.1 At any time prior to the deadline for submission of tenders the Client may, for any reason, whether at his own initiative or in response to a clarification requested by a Prospective bidder, modify the tender documents by issuing Addenda.
- 8.2 Any Addendum will be notified in writing to all prospective bidders and will be binding upon them.
- 8.3 If during the period of bidding, any circular letters (bid notices) shall be issued to bidders by, or on behalf of, the Client setting forth the interpretation to be placed on a part of the bid documents or to make any change in them, such circular letters will form part of the bid documents and it will be assumed that the bidder has taken account of them in preparing his bid. The bidder must promptly acknowledge (in writing or by cable to the Client) any circular letters he may receive.

8.4 In order to allow prospective bidders reasonable time in which to take the Addendum into account in preparing their bids, the Client may, at his discretion, extend the deadline for the submission of bids.

## **9. Preparation of Bids**

### **9.1 Language of Bid**

The bid and all correspondence and documents relating to the bid exchanged between the bidder and the Client shall be written in the English language. Supporting documents and printed literature furnished by the bidder with the bid may be in another language provided they are accompanied by an appropriate translation of pertinent passages in the above stated language. For the purpose of interpretation of the bid, the English language shall prevail.

## **10. Documents Comprising the Bid**

The bid to be prepared by the bidder shall comprise: The Form of Tender and Appendix thereto, the Priced Bills of Quantities, Schedules, the information on eligibility and qualification, and any other materials required to be completed and submitted in accordance with the Instructions to Bidders embodied in these bid documents. The Forms, Bills of Quantities and Schedules provided in the bid documents shall be used without exception [subject to extensions of the schedules in the same format.

## **11. Bid Prices**

- 11.1 All the insertions made by the bidder shall be made in **BLUE INK** and the bidder shall clearly form the figures. The relevant space in the Form of Bid and Bills of Quantities shall be completed accordingly without interlineations or erasures except necessary to correct errors made by the bidder in which case those erasures and interlineations shall be initiated by the person or persons signing the bid.
- 11.2 A price or rate shall be inserted by the bidder for every item in the Bills of Quantities whether the quantities are stated or not. Items against which no rate or price is entered by the bidder will not be paid for by the Client when executed and shall be deemed covered by the rates for other items and prices in the Bills of Quantities.
- 11.3 The prices and unit rates in the Bills of Quantities are to be the full [all-inclusive] value of the Work described under the items, including all costs and expenses which may be necessary and all general risks, liabilities and obligations set forth or implied in the documents on which the bid is based. All duties, taxes and other levies payable by the Contractor under the Contract or for any other cause as of the date 14 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the bidder.
- 11.4 Each price or unit rate inserted in the Bills of Quantities should be a realistic estimate for completing the activity or activities described under that particular item and the bidder is advised against inserting a price or rate against any item contrary to this instruction.
- 11.5 Every rate entered in the Bills of Quantities, whether or not such rate be associated with a quantity, shall form part of the Contract. The Client shall have the right to call for any item of work contained in the Bills of Quantities, and such items of work to be paid for at the rate entered by the bidder and it is the intention of the Client to take full advantage of unbalanced low rates.

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- 11.6The bidder shall furnish with his bid written confirmation from his suppliers or manufacturers of basic unit rates for the supply of items where appropriate. The Client may require the bidder to justify such rates so obtained from the suppliers or manufacturers.
- 11.7The rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract only in accordance with the provisions of the Conditions of Contract. The bidder shall complete the schedule of basic rates and shall submit with his tender such other supporting information as required under the Conditions of Contract.

## **12. Bid Validity**

- 12.1The bid shall remain valid and open for acceptance for a period of one hundred and twenty (120) days from the specified date of bid opening or from the extended date of bid opening (in accordance with clause 11.4 here above) whichever is the later.
- 12.2In exceptional circumstances prior to expiry of the original bid validity period, the Client may request the bidder for a specified extension of the period of validity. The request and the responses thereto shall be made in writing or by cable, telex or facsimile.
- 12.3A bidder may refuse the request. A bidder agreeing to the request will not be required nor permitted to modify his tender.

## **13. No Alternative Offers**

- 13.1The bidder shall submit an offer which complies fully with the requirements of the bid documents. Only one bid may be submitted by each bidder either by himself or as partner in a joint venture. A bidder who submits or participates in more than one bid for same works will be disqualified.
- 13.2The bidder shall not attach any conditions of his own to his tender. The bid price must be based on the bid documents. The bidder is not required to present alternative construction options and he shall use without exception, the Bills of Quantities as provided, with the amendments as notified in bidder notices, if any, for the calculation of his bid price. Any bidder who fails to comply with this clause will be disqualified.

## **14. Clarifications**

- 14.1The bidder is requested as far as possible to submit any questions in writing to reach the Client not later than five (5) days before the deadline for submission of bids.

## **15. Format for Signing of Bids**

- 15.1The bidder shall prepare his tender as outlined in clause 9 above with the sealed inner envelopes enclosed by an outer envelope clearly indicating the tender number and title.
- 15.2The Bills of Quantities shall be written in indelible **INK** and shall be signed by a person or persons duly authorized to sign on behalf of the bidder.
- 15.3The complete bid shall be without alterations, interlineations or erasures, except as necessary to correct errors made by the bidder, in which case such corrections shall be initiated by the person or persons signing the bid.



## 16. Submission of Bids

- 16.1 The bidder shall seal the bid documents in inner sealed envelopes with the tender number, title and contacts of the bidder clearly indicated on the outer envelope.
- 16.2 The envelope shall be addressed to the Client at the address stated in the Appendix to Instructions to Bidders and bear the name and identification of the Contract stated in the said Appendix with a warning not to open before the date and time for opening of bids stated in the said Appendix.
- 16.3 If the envelope is not sealed and marked as instructed above, the Client will assume no responsibility for the misplacement or premature opening of the bid. A bid opened prematurely for this cause will be rejected by the Client and returned to the bidder.

## 17. Deadline for Submission of Bids

- 17.1 Bids must be received by the Client at the address specified and, on the date, and time specified in the Letter of Invitation, subject to the provisions of clause 15.2 and 15.3. Bids delivered by hand must be placed in the Tender Box as stated in the “Form of Invitation to Bid” provided in the office of the Client at **Waldorf Kakuma Project Office, Compound 3, and drop the bids in a tender box at the Main entrance**. Proof of posting will not be accepted as proof of delivery and any bid delivered after the above stipulated time, from whatever cause arising will not be considered.
- 17.2 The Client may, at his discretion, extend the deadline for the submission of bids through the issue of an Addendum in accordance with clause 8, in which case all rights and obligations of the Client and the bids previously subject to the original deadline shall thereafter be subject to the new deadline as extended.
- 17.3 Any bid received by the Client after the prescribed deadline for submission of bid will be returned unopened to the bidder.

## 18. Modification and Withdrawal of Bids

- 18.1 The bidder may modify or withdraw his bid after bid submission, provided that written notice of the modification or withdrawal is received by the Client prior to prescribe deadline for submission of bids.
- 18.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions for the submission of bids, with the inner and outer envelopes additionally marked “**MODIFICATION**” or “**WITHDRAWAL**” as appropriate.
- 18.3 No bid may be modified subsequent to the deadline for submission of bids.
- 18.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the period of bid validity specified on the bid form.
- 18.5 Subsequent to the expiration of the period of bid validity prescribed by the Client, and the bidder having not been notified by the Client of the award of the Contract or the bidder does not intend to conform with the request of the Client to extend the tender validity, the bidder may withdraw his bid.

## 19. Bid Opening and Evaluation

- 19.1 The Client will open the bids in the presence of the bidders' representatives who choose to attend at the time and location indicated in the Letter of Invitation to Bidders. The bidders' representatives who are present shall sign a register evidencing their attendance.

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19.2 Bids, for which an acceptable notice of withdrawal has been submitted, pursuant to clause 19, will not be opened. The Client will examine the bids to determine whether they are complete, whether the requisite Bid Sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

19.3 At the bid opening, the Client will announce the bidder's names, total bid price, bid price modifications and bid withdrawals, if any, the presence of the requisite Bid Surety and such other details as the Client, at his discretion, may consider appropriate. No bid shall be rejected at the bid opening except for late bids.

a) The Client shall prepare minutes of the bid opening including the information disclosed to those present.

b) Bids not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

## **20. Confidentiality**

20.1 After the public opening of bids, information relating to the examination, clarification, evaluation and comparisons of bids and recommendations concerning the award of Contract shall not be disclosed to bidders or other persons not officially concerned with such process until the award of Contract is announced.

20.2 Any effort by a bidder to influence the Client in the process of examination, evaluation and comparison of bids and decisions concerning award of Contract may result in the rejection of the bidder's bid.

## **21. Clarification of Bids**

21.1 To assist in the examination, evaluation and comparison of bids, the Client may ask bidders individually for clarification of their bids, including breakdown of unit prices. The request for clarification and the response shall be in writing or by cable, facsimile or telex, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by the client during the evaluation of the bids in accordance with clause 24.

21.2 No bidder shall contact the Client on any matter relating to his bid from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the Client, he shall do so in writing.

## **22. Determination of Responsiveness**

22.1 Prior to the detailed evaluation of bids the client will determine whether each bid is substantially responsive to the requirements of the bid documents.

22.2 For the purpose of this clause, a substantially responsive bid is one which conforms to all the terms, conditions and specifications of the bid documents without material deviation or reservation and has a valid Bid Surety Bank Guarantee. A material deviation or reservation is one which affects in any substantial way the scope, quality, completion timing or administration of the Works to be undertaken by the bidder under the Contract, or which limits in any substantial way, inconsistent with the bid documents, the Client's rights or the

bidder's obligations under the Contract and the rectification of which would affect unfairly the competitive position of other bidders who have presented substantially responsive bids.

22.3 Each price or unit rate inserted in the Bills of Quantities shall be a realistic estimate of the cost of completing the works described under the particular item including allowance for overheads, profits and the like. Should a bid be seriously unbalanced in relation to the Client's estimate of the works to be performed under any item or groups of items, the bid shall be deemed not responsive.

22.4 A bid determined to be not substantially responsive will be rejected by the Client and may not subsequently be made responsive by the bidder by correction of the non-conforming deviation or reservation.

### 23. Correction of Errors

23.1 Bids determined to be substantially responsive shall be checked by the Client for any arithmetic errors in the computations and summations. Errors will be corrected by the Client as follows:

- a. Where there is a discrepancy between the amount in figures and the amount in words, the **amount in words will govern**.
- b. In the event of a discrepancy between the bid amount as stated in the Form of tender and the bid figure in the main summary of the Bills of Quantities, the amount as stated **in the Form of tender shall prevail**.
- c. The Error Correction Factor shall be computed by expressing the difference between the bid amount and the bid sum as a percentage of the corrected contracts works (i.e. corrected bid sum less P.C. and Provisional Sums).
- d. The Error Correction Factor shall be applied to all contract works (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuations of variations.

### 24. Evaluation and Comparison of Bids

24.1 The Client will evaluate only bids determined to be substantially responsive to the requirements of the bid documents in accordance with clause 22.

24.2 The Client reserves the right to reject any variation, deviation or alternative offer. Price adjustment provisions in the Conditions of Contract applied over the period of execution of the Contract shall not be taken into account in bid evaluation.

24.3 If the lowest evaluated bid is seriously unbalanced or front loaded in relation to the Client's estimate of the items of work to be performed under the contract, the Client may require the bidder to produce detailed price analyses for any or all items of the Bills of Quantities, to demonstrate the relationship between those prices, proposed construction methods and schedules.

## **25. Bond Security.**

25.1 Bidders shall not be required to secure their bid with a bank security during submission of the bids.

25.2A performance bond of 2% will however be required to the successful bidder as a surety for any uncertainty during implementation. This will be submitted to the finance officer after notification of the award by the procurement officer.

### **D. Schedule: Work Methodology**

Give a brief description of how you intend to carry out the work including material delivery, machine/ tools mobilization and labour, quality assurance of works and any designs to be carried out by the Bidder, in not less than three (2) pages (typed, font 12 and single spaced). The key areas to be described include *program of works; a detailed methodology of executing the works and proposed equipment scheduling/Work statement and a methodology on safety during the construction period.*

## **26. Due diligence check**

All interested bidders are reminded that the documents submitted will be subjected to a due diligence check that may or will involve;

- i. Doing a background check of the previous completed works.
- ii. Checking with relevant construction regulating bodies on the registration and compliance.
- iii. Authenticating the log books or ownership of equipment's.
- iv. Academic qualification of technical persons working for the bidder.
- v. Physical location of the office of the bidder.
- vi. Check on the official communication channel by provision of working emails and phone contacts.
- vii. Seeking for the experience of the contractor in Turkana setup.

## **B. SPECIFICATIONS AND PRICING NOTES**

### **i. GENERAL ITEMS**

#### **1. Materials Generally**

1. All materials supplied to the site by the contractor shall be new and of the qualities and kinds specified herein and equal to approve samples. Deliveries shall be made sufficiently in advance to enable samples to be taken and tested if required. No materials shall be used until approved and all materials which are not approved or which are damaged, contaminated or have deteriorated in any way or do not comply in any way with the requirements of this specification shall be rejected and shall be immediately removed from the site at the Contractors expense.

#### **2. Excavation & Earthwork**

- a) Site Clearance



Site Clearance shall include the cutting down of all trees, stumps, bushes, vegetation and rubbish, burning the debris arising in approved locations and carting remaining material to a tip provided by the Contractor.

b) Nature of the Soil

The Contractor is advised to visit the site and ascertain the nature of the ground to be excavated and shall price accordingly and no claim will be allowed for want of knowledge in this respect. Rates for excavation shall include for excavation in soil, earth, black cotton, sandy soil, murram, tuff, soft rock, boulders or whatever other subsoil is encountered except hard rock as defined below.

c) Top Soil for Spreading

Where required in the Bills of Quantities, top soil required for subsequent spreading over finished work shall be especially selected and shall be dumped in special heaps as indicated by the Engineer. Such top soil shall be reasonably free from vegetation to the satisfaction of the Engineer and shall be compacted as little as possible in the heaps.

d) Murram filling

Murram for filling as base course shall be from an approved source and of the highest quality. It shall be laid in layers not less than 50 mm thick and not greater than 75 mm thick prior to compaction.

e) Hardcore filling

Hardcore filling shall be crushed rock, broken concrete or other approved hard granular materials broken to pass not greater than a 150 mm ring or to be 75% of the finished thickness of the layers being compacted whichever is the less and graded so that it can be easily and thoroughly compacted by hand ramming. The filling is to be laid in layers each of a consolidated thickness not exceeding 200 mm.

f) Anti-termite treatment

Where described the top surface of filling shall be treated with Gladiator T C Pesticides to be supplied and applied from an approved firm strictly in accordance with the satisfaction of the Engineer. The Contractor must destroy any termite nests found within the perimeter of the building and within 20 metres from the building externally and take out and destroy queens, impregnate holes and tunnels with approved insecticide and backfill with hard material, well rammed and consolidated. The specialist shall be required to issue a 10 year guarantee to the Engineer.

g) Polythene Sheeting

Polythene sheeting shall be produced by an approved manufacturer. Joints in sheeting shall be treble folded with a 150mm fold and taped at 300mm intervals with 50mm wide back plastic adhesive tapes. The sheeting shall not have stretched but shall be laid with sufficient wrinkles to permit shrinkage up to 15%.

h) Existing Services

Before commencing works, the Contractor shall at his own expense ascertain in writing from the relevant Local Authorities and all other Public bodies, companies and persons who may be affected, the position and depths of their respective ducts, cables, mains or pipes and appurtenance. He shall thereupon search for and locate such services.



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Active existing services shall be adequately protected from damage or relocated as directed by the Engineer. Inactive services shall be removed or sealed off in accordance with the direction of the Engineer.

### **3. Concrete Work**

a) Supervision

A competent person approved by the Engineer shall be employed by the Contractor whose duty will be to supervise all stages in the preparation and placing of the concrete.

b) Cement

Cement unless otherwise specified shall be ordinary Portland Cement of a brand and source approved by the Engineer and shall comply With the requirements of K.S.02-21.

c) Aggregate

Aggregates shall conform to the requirement K.S.02-95 and all the proposed sources, types and grading test results of all aggregates are to be approved in all respects by the Engineer before work commences.

If in the opinion of the Engineer the aggregate meets with the above requirements but is dirty or adulterated in any manner, it shall be screened and/or washed with clean water at the Contractors expense.

Aggregate shall be delivered to the Site in their prescribed sizes or gradings and shall be stock-pilled on paved areas to boarded platforms in separate units to avoid intermixing. On no account shall premixed cores aggregates be brought to the batching plant. On no account shall aggregates be stock-piled on the ground.

d) Water

The water used for mixing concrete shall be from an approved source, clean, fresh and free from harmful matter and comply with the requirements of B.S.3148.

e) Quality Control at Works Stage

Once the concrete mix is accepted from preliminary to works stage, the principal basis of control shall be analysis of the cube test results at 28 days.

f) Cement

The Quantity of cement shall be measured by weight. Where delivered in bags, each batch of concrete is to contain one or more bags of cement in accordance with the proportions specified. For non-structural concrete, volume batching may be used as indicated below:

g) Formwork

The method and system of formwork which the Contractor proposed to use shall be approved by the Engineer before construction commences. Formwork shall be substantially and rigidly constructed of timber, steel, plastic, pre-cast concrete or other approved material. All timber formwork shall be good, sound, clean, sawn, well-seasoned timber free from warps and loose knots and scantlings sufficiently strong for their purpose.



## **C. BILLS OF QUANTITIES**

### **(Proposed renovations for EAR Centre)**

#### Preamble to Bill of Quantities

- a) The Bill of Quantities shall form part of the Contract Documents and is to be read in conjunction with the Instructions to Tenderers, Conditions of Contract, Specifications and Drawings.
- b) The brief description of the items in the Bill of Quantities is purely for the purpose of identification, and in no way modifies or supersedes the detailed descriptions given in the conditions of Contract and Specifications for the full direction and description of work and materials.
- c) The Quantities set forth in the Bill of Quantities are estimated and provisional, representing substantially the work to be carried out, and are given to provide a common basis for tendering and comparing of Tenders. There is no guarantee to the Contractor that he will be required to carry out all the quantities of work indicated under any one particular item or group of items in the Bill of Quantities. The basis of payment shall be the Contractor's rates and the quantities of work actually done in fulfilment of his obligation under the Contract.
- d) The prices and rates inserted in the Bills of Quantities will be used for valuing work executed, and the Engineer will measure the whole of the works executed in accordance with this Contract.
- e) A price or rate shall be entered in ink against every item in the Bill of Quantities with the exception of items, which already have provisional sums, affixed thereto. The Tenderers are reminded that no "nil" or "included" rates or "lump-sum" discounts will be accepted. The rates for various items should include discounts if any. Tenderers who fail to comply will be disqualified.
- f) Provisional sums (including Day works) in the Bill of Quantities shall be expended in whole or in part at the discretion of the Engineer.
- g) The price and rates entered in the Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional plant to be used, labour, insurance, supervision, compliance, testing, materials, erection, maintenance or works, overheads and profits, taxes and duties together with all general risks, liabilities and obligations set out or implied in the Contract, transport, electricity and telephones, water, use and replenishment of all consumables, including those required under the Contract by the Engineer and his staff.
- h) Errors will be corrected by the Employer for any arithmetic errors in computation or summation as follows:
  - a. Where there is a discrepancy between amount in words and figures, the amount in words will govern; and
  - b. Where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit price and the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer, there is an obviously gross misplacement of the decimal

point in the unit price, in which event the total amount as quoted will govern and the unit rate will be corrected.

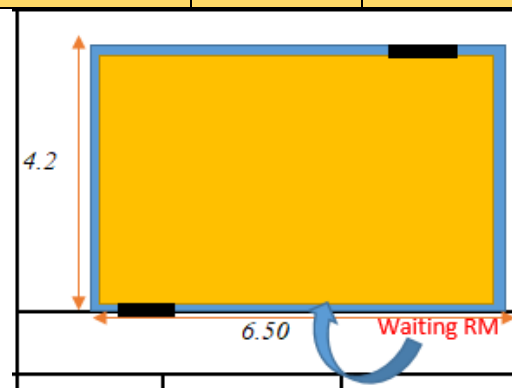
- c. If a Tenderer does not accept the correction of errors as outlined above, his Tender will be rejected.
- i) The Bills of Quantities, unless otherwise expressly stated therein, shall be deemed to have been prepared in accordance with the principles of **Standard Method of Measuring Building Work for Africa 2015 First Edition**.
- j) “Authorized” “Directed” or “Approved” shall mean the authority, direction or approval of the Engineer.
- k) Unless otherwise stated, all measurements shall be net taken on the finished work carried out in accordance with the details shown on the files provided by the engineer, with no allowance for extra work carried out, waste or additional thickness necessary to obtain the minimum finished thickness or dimensions required in this Contract. Any work performed in excess or the requirements of the plans and specifications will not be paid for, unless ordered in writing by the Engineer.

## Proposed Renovation EARC in Turkana West sub-county.

### BILLS OF QUANTITIES -Renovation of the existing Waiting Bay

EAR Center							
Parameters of the Room	Sizing of the ventilation	2	Area (SM)	6.72	Height of the wire mesh opening	2.2	
	Number of doors	2	Area (SM)	1.98			

With the need to address health related issues to the school going children, Waldorf in collaboration with county government of Turkana and LWF seek to address the status of some of the facilities being used in the EAR Center by carrying out renovations. These renovations target a waiting room in place where partner highlighted the following highlighted areas to be addressed; fabrication of a Lockable TV cage, provision of curtain for the building, provision of guttering system for the building, gate repair, additional coffee tray on the wall ventilation to minimize dust, Artwork, and branding. **Contractor to note that the rates should incorporate the VAT.**



ITEM NO.	DESCRIPTION	QTY	UNIT	RATE	KSHS.
	<b><u>SUBSTRUCTURE</u></b> (All Provisional) <b><u>NOTES</u></b>				
	The Tenderer's attention is drawn to the Preliminaries Contract Particulars where the Standard Method of Measurement is the " <b><i>STANDARD METHOD OF MEASURING BUILDING WORK FOR AFRICA 2015 FIRST EDITION</i></b> ".				
	<b><u>Waiting Bay renovation</u></b>				
1	Contractor to fabricate a complete TV Screen 55" cage which is lockable and firmly anchored on the wall. The cage to comprise half inch tubes with a resting section for the TV designed to have stable level for the TV. The cage to have a double opening with the bush designed to open to an angle of 120° and with anchorage on the wall. <b>Black gloss paint to be applied on entire surface of the cage upon application of a grey primer.</b>	1	Item		-
2	Contractor to supply 2m wide by 2.0 m height silk Pink Curtain of grommet (1.6 inch inner diameter) and 2 panels per package with one sheer. The curtain to be of good quality finishing that withstand years of use with a Machine washable and Wash the water temperature below 86°F. Mild detergent no bleaching. Low temperature ironing. <b>The curtain to help minimize excess sun rays accessing the sitting bay as a result of high roof head.</b>	6	Sets		-

3	Contractor to provide stainless steel <b>double curtain rods</b> for the entire length of side walls of the room well anchored on the wall. <b>Key features to include;</b> Two (2) high quality steel adjustable poles, double mounting brackets, and two (2) <b>finials</b> . Rod construction: 28-48 inch, 48-84 inch and 66-120 inch are one telescoping adjustable pole, 120-170 inch is a 3-piece telescoping pole. <b>Finial Size:</b> 3-3/4 inches wide x 3 inches high x 3 inches deep, <b>Materials:</b> Steel rods, brackets, and resin finials, <b>Brackets quantity:</b> 28-48 inch (2 pieces), 48-84 inch (3 pieces), 66-120 inch (3 pieces), 120-170 inch (4 pieces)	6	Sets		-
4	Contractor to have a provision of anchoring a steel member at the bottom of the door entry to the floor by hacking the section and burying it inside concrete/ mortar class 3:1 to allow ease access.	2	No		-
5	Contractor to have a provision of repairing the main gate giving access to the center by adjusting its vertical alignment. <b>Contractor to detach the bushes of the gate and balance the horizontal alignment. This to be followed by provision of a concrete strip class 20 at the bottom of the gate running across the entry to hinder animals accessing the center from below the gate. (This strip to have a gentle convex shape with a gentle slope upwards)The gate to be repainted upon completion with two coats of gloss true blue paint and exact wording redone to match its initial status.</b>	1	Item		-
6	The contractor to re-affirm the existing wire mesh by providing extra mosquito wire and a gauze wire on top to help mitigate the dust getting into the room on either sides. The two layers to be anchored using hoope iron running along the existing metallic frame. <b>Section stained due to spot welding to have them repainted with a similar paint as before.</b>	13.5	Area		-
7	Contractor to have a provision of doing a upvc guttering system (130 m) for the waiting room and the main building of the EAR center with two down pipes well anchored on the wall and disposing rain water to the existing drainages on the waiting room and another three dropdown pipes with a 100mm upvc pipe and an elbow at the bottom disposing water to the nearby drainage.	1	Item		-



8	Contractor to rectify the defects on the rails near the main building. To involve hacking the wall and introducing members that extend into the wall and re-welding any other loose member along the grill. <b>Any black stain resulting from the welding to be removed by reapplying a coat of similar paint.</b>	1	Item		-
9	Contractor to have a provision of artworks on the plastered section of the room as directed by the center manager.	1	Item		-
10	Contractor to have a provision of branding the facility on plastered surface of the waiting room. The branding to acknowledge the donor, government of Kenya, managing partner and the implementing partner. The branding to also acknowledge the year of renovation and to include partners logs.	1	Item		-
		Total Cost for the Waiting Bay			-
		Grand Total			-

## D. Evaluation Criteria

The Technical offer will be evaluated using inter alia the following criteria and percentage distribution: 60% from the total score, while 40% will be the financial score.

S/No.	Evaluation Criteria	Total score
1.	Valid Trading License and Registration Certificate with all relevant statutory agencies – Valid NCA Certificate and Annual Practicing License BUILDING WORKS (Class NCA7 and above). <ul style="list-style-type: none"> <li>Valid Trading License- <b>2 marks</b></li> <li>Registration/Incorporation Certificate-<b>4marks</b></li> <li>NCA Registration category 7 and above (building works) and verifiable on NCA Portal)-<b>4 mark</b></li> <li>NCA Valid Annual practicing licence- <b>2mark</b></li> <li>Valid Tax Compliance Certificate-<b>4marks</b></li> <li>VAT PIN Certificate-<b>2mark</b></li> <li>Certificate of confirmation of directors CR12- <b>2mark</b></li> </ul>	20
2.	Experience in similar works indicating time and place of execution (can be verified as and when necessary) <ul style="list-style-type: none"> <li>Provide list of a minimum of 5 relevant projects (renovation or construction of classrooms) with supporting proof of completion certificate. Note:- <b>3 mark per project</b></li> </ul>	15
3.	Personnel, tools, equipment to be mobilized <ul style="list-style-type: none"> <li>Provide list of personnel for the project (include CVs and testimonials) <ul style="list-style-type: none"> <li>One Engineer- <b>1 mark</b></li> <li>One Foreman-<b>1 mark</b></li> <li>One qualified masonry-<b>1 mark</b></li> <li>One qualified welder-<b>1mark</b></li> <li>One driver- <b>1 mark</b></li> </ul> </li> <li>Provide list of relevant equipment (Total 5marks) <ul style="list-style-type: none"> <li>One concrete mixer-<b>1 mark</b></li> <li>One poker vibrator-<b>1 mark</b></li> <li>One pickup truck-<b>1 mark</b></li> <li>Welding Machine -<b>1 mark</b></li> <li>Power generator-<b>1 mark</b></li> </ul> </li> </ul>	10
4.	Method of execution, work plan/ schedule and completion period <ul style="list-style-type: none"> <li>Provide method statement-5marks</li> <li>Provide work plan &amp; methodology-15marks</li> </ul>	20
5.	Company Profile including audited financial documents and bank statements <ul style="list-style-type: none"> <li>Provide company profile-<b>2 marks</b></li> <li>Provide audited accounts-<b>2marks</b></li> <li>Provide bank statements for the last 6 months-<b>1 mark</b></li> </ul>	5
<b>Total for technical</b>		<b>70</b>

## E. Form of Tender

**TO:**

**The Project Officer,  
Waldorf Field Office,  
Kakuma**

**TENDER No.:** .....

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

**Kenya Shillings:** ..... *[Amount in words]*

1. We undertake, if our tender is accepted, to commence the Works not later than Ten (10) Days from the date of award to commence, and to complete the whole of the Works comprised in the Contract within the time specified in the Appendix to Conditions of Contract.
2. We acknowledge that the Appendix to Form of Bid forms part of our bid.
3. We agree to abide by this bid **for a period of 120 days from the date of tender opening**, and shall remain binding upon us and may be accepted at any time before the expiry of that period.
4. Unless and until a formal Agreement is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any bid you may receive

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

**Signature** .....**in the capacity**

**of;**..... **Of [Name of**

**Bidder]**..... *(Address of Bidder)*



## F. Current status of the facility

