



PROCURING

ENTITY

KENYA GOOD NEIGHBORS,
P.O BOX 1641-00621,
NAIROBI KENYA.
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TENDER NAME

PROPOSED CONSTRUCTION OF A VENTILATED PIT LATRINES IN SCHOOLS IN
SIAYA AND NAROK COUNTY

TENDER REF NO

KGN/OD/2023/007

SITE OF WORKS

1. OLTUMAROI PRIMARY SCHOOL , MEGUARRA,KILGORIS NAROK COUNTY
OF CORDINATES ACCESSIBLE VIA GOOGLE MAPS (-0.94283,34.95038)
2. RAKOMBE PRIMARY SCHOOL IN RARIEDA,SIAYA COUNTY OF
CORDINATES ACCESSIBLE VIA GOOGLE MAPS (-0.18892,34.31972)

CLOSING DATE

FRIDAY 16TH JUNE 2023

CLOSING TIME

1600 HRS

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- TENDERING PROCEDURES
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1. Tendering Procedures

1.1. The **KENYA GOOD NEIGHBORS** invites sealed tenders for the **following works**:

- a) Proposed Construction of a Ventilated Pit Latrines in the aforementioned schools in Siaya and Narok Counties

1.2. Completed tenders must be delivered to the address stated in **clause 9.2** on or before **Friday the 16th of June 2023, at 1600Hrs.**

1.3. There will be a **MANDATORY Pre-Site** Visit on Tuesday the **6th of June 2023** at Oltumoro Primary School. There will be no site visit in Siaya. However, bidders are advised to familiarize themselves with the site conditions for Rakombe Primary School.

1.4. Kenya Good Neighbors will not accept nor consider bids from those who do not attend the aforementioned site visit.

1.5. The procuring entity shall not be responsible for any costs incurred by the prospective bidders while attending the site visit.

2. SCOPE OF PROPOSED TENDER

2.1. The works under consideration shall comprise of Design, regularization (drawings production and approvals permits) and Construction.

3. ELIGIBLE TENDERERS

3.1 This tender shall only be open for Contractors registered within Kenya.

3.2 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. Is a direct relative of any employee of the Procuring entity;
- b. Is a direct relative of any management team of the stakeholders (i.e school) closely working with the Procuring entity;
- c. Directly or indirectly controls, is controlled by or is under common control with another tenderer;

- d. Receives or has received any direct or indirect subsidy from another tenderer;
- e. Has the same legal representative as another tenderer;
- f. Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods or works that are the subject of the tender;
- g. Any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as a consultant for Contract implementation;

4. CLARIFICATION OF TENDER DOCUMENTS, SITE VISIT AND PRE-TENDER MEETING

- 4.1. Should the tenderer be in any doubt of the precise meaning of any item and/or figure for any reason whatsoever and should he/she find any page missing, or in duplicate, or indistinct, he must inform the client during the site visit or in writing through email address procurement@goodneighbors.ke , who provided such enquiry shall have arrived **Three (3)** days prior to the tender closing date [by 4:00p.m. of Friday the 16th June 2023] will respond, with copies to all other tenderers If deemed necessary.
- 4.2. No liability will be admitted nor claim allowed in respect of errors in the Contractors Tender due to mistakes in the Bills of Quantities which should have been rectified in the manner described above.
- 4.3. Any **Telephone canvassing** from any of the tenderers shall not be allowed and will lead to automatic disqualification.

5. SCHEDULE OF REQUIRED DOCUMENTS

- 5.1. The Tenderer shall submit the following mandatory documents for the procuring entity to evaluate;
- a. Valid Tax Compliance Certificate.
 - b. Valid K.R.A Pin
 - c. Valid Certificate of Incorporation/Registration.
 - d. CR12 form.
 - e. Current utility bill

- f. Company profile showing information such as to Company location, organogram, official Contacts etc
- g. List of Key and relevant Personnel working for the bidder.
 - i. Updated and complete Cvs must be attached.
 - ii. A minimum of Four (4) Personnel will be submitted.
- h. Valid NCA license **(NCA 6 and above)**.
- i. Work Profile-list of ongoing and previous projects with evidences attached which include the client's Contact Persons, Phone Numbers, email address, L.P.O s, Practical Completion Certificates, recommendation letters etc.
- j. Proposed Work Methodology.
- k. Proposed Programme of works.
- l. Priced Bills of Quantities.
- m. List of owned Equipments with evidences attached.
- n. Litigation history (sworn affidavit).
- o. Authentic and Valid Financial Audited accounts meeting all requirements set by Auditing Bodies, for the last Two (2) Financial Years.

5.2. The Tenderers shall ensure that all documents submitted in softcopy are named appropriately.

5.3. For electronic submission the tenderer must name the email subject as follows

Name of Company – Tender Name i.e “BIDII CONTRACTORS –PIT LATRINES”.

5.4. **The documents listed in Cl 5.1 shall be submitted as separate files properly named and ZIPPED together.**

6. VALIDITY OF TENDER

6.1. Tenders shall remain valid for a period of one hundred and fifty (150) days from the date of submission. However, in exceptional circumstances, the procuring entity may request that the tenderers to extend the period of validity for a specified additional period.

The request and the tenderers' responses shall be made in writing. A tenderer may refuse the request without forfeiting the Tender Security.

7. AMENDMENT TO TENDER DOCUMENTS

7.1. At any time prior to the deadline for submission of tenders the employer may, for any reason, whether at his own initiative, or in response to clarification requested by a prospective tenderer, amend the tender documents by the issuance of an "Addendum". The "Addendum", the receipt of which must be acknowledged shall be sent in writing. Should the Employer be of the opinion that the issuance of an "Addendum" has created a need to extend the deadline of the submission of tenders, then at his discretion he shall, in writing, grant such an extension.

8. TENDER PRICES AND DISCOUNTS

8.1. Only the shortlisted Tenderer will be contacted by the client should there be need for negotiations on the tender sum.

8.2. Tenderers are reminded that they are required by law to pay all government Taxes and levies arising from or related to the execution of the works. The tenderer must therefore include in their rates all taxes as aforesaid.

8.3. The rates provided by the tenderer shall be inclusive of all the scope of works i.e supply, delivery, labor, taxes, etc. The procuring entity shall not price any item of work separately than in the tender document.

9. SUBMISSION OF TENDERS

9.1. The Tenderer shall deliver the Tender in a single sealed envelope bearing the name and Reference number of the Tender, addressed to the Procuring Entity.

9.2. Tenders and all Documents in connection therewith, as specified above shall be delivered at the client premises which is ***along 3rd Sunrise Avenue in Ruiru off Eastern Bypass Between Greenspot Gardens/Brook breeze Apartments and Deliverance Church. Left-hand side After Greenspot Gardens Carpark and of Coordinates (-1.16637,36.96845).***

9.3. The Tenderers shall also submit a softcopy of their bids to the following email address

procurement@goodneighbors.ke.

9.4. The deadline for physical (hardcopies) and electronic submissions (softcopies) shall be on

Friday the 16th of June 2023 at 1600 Hrs.

9.5. For a tenderer to be considered responsive, **it shall be mandatory to submit both hardcopy and softcopy on time.**

10. RESPONSIVENESS

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

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

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

11. ARITHMETICAL ERRORS.

11.1 The tender sum shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

11.2 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, 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.

12. TENDER AWARD

- 12.1 Kenya Good Neighbors reserves the right to accept or reject any tender, and to cancel the tendering process and reject all tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the action.
- 12.2 The procuring entity shall have the exclusive right of Awarding the tenders separately to different Contractors where it deems fit to One Contractor.

13. CORRUPT AND FRAUDULENT PRACTICES

- 13.1 Kenya Good Neighbors requires that tenderers observe the highest standards of ethics during procurement process and execution of contracts. A tenderer shall sign a declaration that he/she has not and will not be involved in corrupt and fraudulent practices. The declaration shall be submitted together with bidding documents.
- 13.2 A tenderer shall not be involved in corrupt, coercive, obstructive or fraudulent practice. A tenderer that is proven to have been involved in any of these practices shall be automatically disqualified
- 13.3 The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

13.4 The procuring entity offers equal opportunity to the bidders and only awards the tenders based on merit of the bidders. The Procuring entity categorically puts across that it does not support offering of any gifts or commission with the intention of securing the award of the tender either to staffs, managers, senior management, Board members, Consultants working or associated with the procuring entity.

14. ADVANCE PAYEMENT

14.1. The Client shall not pay monies as an **advance payment** or **mobilization fee** to the successful tenderer.

15. PERFORMANCE SECURITY.

15.1. The successful tenderer shall be required to submit a performance bond of Ten percent (10%) of the tender sum before commencement of works.

PROPOSED CONSTRUCTION OF A VENTILATED PIT LATRINES IN NAROK & SIAYA COUNTY

BQ REF NO : KGN/MG & RA /202305-003

Item	Description	Amount
A	<p><u>Pricing of Items of Preliminaries</u></p> <p>Wherever, in the Contractor's priced Bills of Quantities, no price appears against an item of Preliminaries the value of such item shall be deemed to be included in his prices for the other items in the Bills of Quantities.</p>	
B	<p><u>Site of the Works</u></p> <p>The works shall be carried out in the following locations :</p> <ol style="list-style-type: none">1. Oltumaroi Primary School -Four (4) Door2. Rakombe Primary School -Four (4) Door Latrines	
C	<p><u>General Description of Works</u></p> <p>Construction of Four (4) Door Ventilated Pit Latrines .Two (2) Doors and a urinal Will be for boys and 2 Doors will be for girls in each site</p>	
D	<p><u>Firm Price Contract</u></p> <p>This is a firm price contract and price adjustments shall not be applicable on fluctuations on the cost of labour, materials or rates of currency exchange</p>	
E	<p>All tender rates must be inclusive of Value Added Tax and all the other applicable taxes of the land</p>	
F	<p><u>Estimated Quantities</u></p> <p>All Quantities will be subjected to remeasurement upon execution and payment shall be based on the actual quantities of works done</p>	
	<p>Carried to Collection</p>	

Item	Description	Amount
A	<p><u>Storage of Materials</u></p> <p>The Contractor shall provide at his own risk and cost where directed on the site weatherproof lockup sheds for the safe storage and custody of materials for the Works and for the use of workmen engaged thereon and shall remove such sheds and make good damaged or disrupted surfaces upon completion to the satisfaction of the Client</p>	
B	<p><u>Water and Electricity for the Works</u></p> <p>The Contractor shall provide, at his own risk and cost, all necessary water, electric light and power required for use on the Works.</p>	
C	<p>No guarantee is given or implied that water and power are available in the vicinity of the site and the Contractor must make his own arrangements for these services</p>	
D	<p><u>Samples</u></p> <p>The Contractor shall furnish, at his own cost, samples of materials or workmanship (including concrete test cubes) required for the works that may be called for by the Client for his approval or rejection and any other samples in the case of rejection until such samples are approved. The Client may reject any materials or workmanship not in his opinion up to the approved samples</p>	
E	<p><u>Removal of Rubbish</u></p> <p>Remove all rubbish and debris from the building site as it accumulates and at completion of the Works and remove all plant, scaffolding and unused materials at completion</p>	
	<p>Carried to Collection</p>	

Item	Description	Unit	Qty	Rate	Amount
	<u>All Quantities are subject to remeasurement</u>				
	<u>Substructures</u>				
	Excavation				
	Excavate for toilet pit commencing from reduced levels				
A	Ditto 0-1.5m	CM	120		
B	Ditto 1.5-3.0m	CM	36		
C	Ditto 3.0 -4.5m	CM	36		
D	Ditto 4.5 -6.0 m	CM	36		
E	Ditto 6.5 - 8 m	CM	36		
F	Ditto 8-10m	CM	48		
G	Load and cart away	CM	312		
H	Extra over excavation in rocks	CM	4		
	225mm Natural Foundation stone walling in cement and sand mortar (1:4) with and including hoop iron wall ties every other course	SM	94		
	Formwork				
I	200mm Diameter Treated Timber poles at 500mm Centre to centre	No	28		
J	Formwork under the soffits of the slab	SM	120		
K	Formwork to edge of the slab	LM	96		
	<u>Carried to Collection</u>				

Item	Description	Unit	Qty	Rate	Amount
	Vibrated Reinforced Concrete Class 20(20mm) in				
A	200mm Ground floor slab	CM	25		
B	1000 G polythene	SM	120		
	Reinforcement				
C	D10 mm in slab at 150mm C/C	Kgs	450		
	<u>Superstructure</u>				
	Walling				
	Selected machine cut natural stone walling in cement and sand mortar (1:4) with and including hoop iron wall ties every other course :				
D	20mm internal walls including urinals and privacy barrier	SM	196		
	Vibrated Reinforced Concrete Class 20(20mm) in				
E	Ring Beams	CM	2		
	<u>Roofing</u>				
	<u>All timber to be treated and seasoned with Antitermite treatment</u>				
	<u>The following in celcured second grade sawn cypress including hoisting and fixing up to a height not exceeding 3.0 meters above the ground level;all jointing to be carried out with the aid of a full size bolting template and all necessary fixing accessories to structural engineer satisfaction</u>				
F	100 x 50 mm Rafters	LM	184		
	<u>Carried to Collection</u>				

Item	Description	Unit	Qty	Rate	Amount
A	75x50mm purlins	LM	116		
B	200x25mm fascia Board	LM	66		
C	100x50mm wall plate	LM	54		
	Roof Covering				
D	28-Gauge prepainted Box profiled roofing sheets fixed to Timber purlins with nails and washers	SM	80		
	Finishes				
	Wall finishes				
E	Gauged lime plastering in two coats finished smooth on walls, columns and the like	SM	182		
	Prepare and Apply Three Coats Plastic Emulsion Paint on:				
F	Internal plastered walls	SM	182		
	<u>Internal Floor Finishes</u>				
G	30mm Cement and sand (1:3) paving to receive ceramic tiles	SM	120		
H	400 x 400 x 10mm Selected quality ceramic floor tiling including cement slurry, grouting and dividing strips as necessary including provision of 100mm deep x 100mm wide urinal trough	SM	120		
	<u>Carried to Collection</u>				

Item	Description	Unit	Qty	Rate	Amount
A	Door Finishes				
	In wrot cypress Braced batten door overal size size 800x2100mm high with a 100x50mm wrot cypress rebated door frame with one labour 150mm Padlocking bolt,150mm Tower Bolt and 3 Pairs of 100mm pressed steel butt hinges	No	8		
B	Painting and Decorations				
	Allow for painting of all timber surfaces	Item			
C	Ventilation				
	Supply and Install PVC Pipe of diameter 200mm	LM	32		
Carried to Collection					

GRAND SUMMARY		
1	B/f from Pg 1/7	
2	B/f from Pg 2/7	
3	B/f from Pg 3/7	
4	B/f from Pg 4/7	
5	B/f from Pg 5/7	
6	B/f from Pg 6/7	
	S.Total	
	Provide a provisional sum of Shillings Two hundred Thousand only for Contingency to be expended at the discretion of the Client	
	Grand Total	<u>200,000</u>
	In Words :	
	Sign :	
	Stamp :	